## Memorandum of Understanding Between The Town of West Brookfield and NEPBA Local 83A Modifying Collective Bargaining Agreement for FY 2023-2025

July 25, 2023

This Memorandum of Understanding ("MOU"), hereinafter referred to as the Memorandum, entered into on July 25, 2023, by the New England Police Benevolent Association ("NEPBA" Local 83A ("the Union") and the Town of West between the Town and the Union for July 1, 2022 – June 30, 2025 (FY 2023-2025), as follows:

- 1. Article 14.1, strike out "After 1 Year" and replacing it with "6 months."
- 2. New Article "14.3 1, Probationary employees may use Vacation leave after 6 months from their appointment date. If a probationary employee leaves service or is terminated, he/she/they will need to repay any vacation time used that was allowed in the form of the advancement as a deduction from their last check. Prorating vacation time will use the following formula:
  - a. Days worked from beginning of fiscal year divided by total days in fiscal year = accrual rate. Multiply accrual rate by number of days allotted for vacation to determine the total number of vacation days the probationary employee earned during the fiscal year. The total number of vacation days earned will be subtracted from the total vacation days paid the probationary employee to determine the amount of the deduction on the probationary employee's final check.

b. For the purposes of this MOU The Town agrees to allow Officer Rodrigues to utilize vacation two (2) months from his appointment date. Officer Rodrigues will be subject to the same repayment rules set forth in Article 14.3.1(a) if he should leave the employment of the Town during his probationary period. The Town and Union agree that this subsection 14.3.1(b) shall not establish or constitute a past practice or precedent.

FOR THE TOWN:	mi	FOR THE UNION:  Craig Charron (Jul 17, 2023 19:07 EDT)
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APPROVED AS TO FORM:		
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Christopher J. Petrini, Town ( Dated: August 2, 2023	Counsel	
APPROVED AS TO FUNDS AV	AILABILITY:	
Doma Ollgad  Town Accountant  Dated: 8/2/2023	- 46	
Dated. Of 2/30 A X		

#### <u>UNIT A</u> PREAMBLE

This AGREEMENT entered into by the TOWN OF WEST BROOKFIELD, here after referred to as the "Employer" or the "Town", and the New England Police Benevolent Association, Inc., (NEPBA) hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and, the establishment of rates of pay, hours of work, and other conditions of employment insofar as the same may be permissible by law.

Wherever the term "he" is use throughout this Agreement, it shall be construed and interpreted as pertaining to either gender, male or female.

## ARTICLE 1 RIGHTS OF MANAGEMENT

1.1 The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority and prerogatives of municipal management or government, including but not limited to the following examples: the operation and direction of the affairs of the department in all of its various aspects: the determination of the level of services to be provided: the direction, control, supervision, training, and evaluation of the employees: the determination of employee classifications: the determination and interpretation of job descriptions: the planning, determination, direction and control of all operations and services of the department (and its units and programs): the increase, diminishment, change or discontinuation of operations, in whole or in part: the institution of technological changes, including computerization of the revising of processes, systems or equipment: the subcontracting of work: the alteration, addition or elimination of existing methods, equipment, facilities or programs: the determination of the methods, means, location, organization and number of personnel of the department, including whether to fill a vacancy or not; the assignment and transfer of employees, the scheduling and enforcement of shifts, vacations, days off and working hours; the assignment of overtime; the determination of whether or not goods should be leased, contracted or purchased on either a temporary or permanent basis, the hiring, appointment, promotion, demotion, suspension, discipline or discharge of employees; the layoff or relief of employees due to lack of funds or of work or for any other reason; the making, implementation, amendment and enforcement of such rules, regulations, operating and administrative procedures, from time to time as the Town deems necessary; except to the extent expressly limited by a specific provision of this Agreement. NEPBA -- LOCAL 83A -- PATROLMANS UNIO

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During a state of emergency, the Town shall have the right to take any action necessary to meet the emergency. The exercise of management rights under this Section shall not be subject to the provisions of Article 8 (Grievance Procedure) of this Agreement.

1.2 There shall be no strikes, work stoppages, or interruption or impeding of work, sympathy strikes, refusal to cross picket lines, or refusal to perform duties not established by contract. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

The Union agrees to take any action necessary to bring about cessation of any action listed in this section.

- 1.3 There shall be no discrimination, restraint or coercion against any employee because of membership or non-membership in the Union.
- 1.4 There shall be no Union activity on Town time except as specifically provided herein.

## ARTICLE 2 RECOGNITION AND SCOPE

#### Section 1. RECOGNITION

- **2.1(a)** The Town hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performances, and other terms or conditions of employment for all full-time and regular part-time police officers and patrol officers.
- **2.1(b)** The Town guarantees continuation of all agreements of the last signed contract if the negotiation period(s) for the new contract is extended beyond the scope of the last signed contract. For the purpose of keeping the contract negotiating periods to a minimum, all agreements made, agreed upon, and contained in the last previous contract will automatically be applied to any new and upcoming contract without having to renegotiate each individual item contained therein. Only through the collective bargaining process may any previous agreement be removed from the labor contract.

#### Section 2. SCOPE

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#### Section 2. SCOPE

- **2.2(a)** The Agreement includes all of the agreements reached by the parties regarding matters pertaining to wages, hours and other conditions of employment of employees covered by this contract; however, any matter not mentioned in this contract, any matter for which directions are not set forth herein, shall be reserved for the decision by the Town or the Chief of Police, as the case may be, in their discretion; and in the exercise of such discretion, they shall not be subject to the grievance and arbitration procedures provided in this contract.
- **2.2(b) Severability**: If any provision of this Contract or any application of this Contract to any employee covered by the terms of this Contract shall be found contrary to law by a Court of competent and final jurisdiction, such provision or application shall have effect only to the extent permitted by law, and shall other provisions or applications on this Contract shall continue in full force and effect.
- **2.2(c)** The invalidation of any such provision or application of any such Article by such Court shall be sufficient cause for the parties to meet and renegotiate such provision or application.

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the Town retains, whether exercise or not, all of the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts to such Town for the control, direction and management of the Town and its Police force.

## ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATION

#### Section 1

The Town agrees not to discharge, discriminate, interfere with, restrain or coerce any employee because of his/her lawful exercise of rights set forth in Section 2 or Chapter 150 of the Massachusetts General Laws.

#### Section 2

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The Town agrees that it will not discriminate against any employee because such employee gives testimony, takes part in grievance procedures or hearings, negotiations or conferences for or on behalf of the Union or any employee.

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### ARTICLE 4 WORK RULES

- **4.1** Subject to provisions of this Agreement, the parties agree that the making of reasonable regulations, policy & procedures to assure an effective and orderly working of the Department is the right of the Town.
- **4.2** The Town agrees to furnish each member of the Police Department a copy of the existing regulations, policy & procedures and a copy of any future changes or new rules.
- **4.3** The Town agrees, when feasible, to request Union input when establishing new or modifying or amending existing regulations, policy & procedures.

### ARTICLE 5 HEALTH & SAFETY

- **5.1** It shall be the policy of the Town and the Union to promote the health and safety of the employees covered by this Agreement by strict adherence to the rules for the prevention of accidents and/or occupational diseases.
- **5.2** A Committee of not more than three (3) Union members within the bargaining unit, shall meet quarterly with the Chief of Police and other such persons as they desire to be present after notifying the Chief in writing. Such meetings to be held at a mutually convenient time and place. Matters to be discussed shall be of an informal nature relating to safety only. The parties agree that no matters shall be discussed at these meetings which will in any way alter the terms and conditions of the Agreement.
- **5.3** No smoking on duty. No smoking as a condition of employment for new employees hired after January 1, 1988.
- 5.4 Cruiser maintenance must be performed by a certified mechanic for cruiser type vehicles.

### ARTICLE 6 APPOINTMENTS

**6.1** In the event of a vacancy for a full-time position, the Selectmen shall give consideration to full academy trained part-time officers. The Chief, after considering seniority, performance,

attendance, availability, ad other job-related factors shall make his recommendation of his nominee to the Selectmen and the Chief shall inform the Selectmen of all applicants for full-time positions.

**6.2** Officers, both full and part-time shall be appointed according to the following schedule:

Original Appointment

to June 30<sup>th</sup> next

After completion of: First (1<sup>st</sup>) Year of Service Second (2<sup>nd</sup>) Year of Service Fifth (5<sup>th</sup>) Year of Service

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One (1) year appointment
Three (3) year appointment
Any appointments will be three (3) year terms.

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A year for the purpose of this Article shall mean fiscal year. Years of service are retroactive for present officers. There shall be an annual performance evaluation by the Chief. Reappointment by the Selectmen shall be contingent upon a favorable recommendation by the Chief. The Chief or his designee may recommend a reduced appointment or no appointment at all.

**6.2(a)** If the appointing authority decides not to reappoint an officer, they will notify that particular officer involved, and the New England Police Benevolent Association, Inc., in writing at least sixty (60) days prior to the end of the officer's appointment period.

## ARTICLE 7 DISCHARGE, DEMOTION, DISCIPLINARY ACTION

- **7.1** In the event an employee is discharged, demoted, or discipline, he/she shall be given a written statement of the reasons(s) for such action.
- **7.2** The Town shall not suspend, demote, transfer or discharge any employee without specific just cause. The employee and his/her Steward will be notified within three (3) days.
- **7.3** The Union shall have the right to take up the matter as a grievance at the first step of the grievance procedure.
- **7.4** Any employee found, following the grievance procedure, to be unjustly suspended or discharged will be reinstated by the Board of Selectmen with all back pay and benefits due.

### ARTICLE 8 GRIEVANCE PROCEDURE

**8.1** A grievance is defined as an allegation by one party that the other party has violated a specific term of the Agreement.

#### 8.2 Procedure:

- **Step 1**: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute, in writing, with the Chief and/or the Chief's designee within ten (10) calendar days after the Union Steward knew or should have known about the occurrence of the grievance. The Chief and/or the Chief's designee shall attempt to resolve the matter in writing within ten (10) days after the date the grievance was filed.
- **Step 2**: If the grievance or dispute still remains unresolved, it may be presented to the Board of Selectmen in writing within ten (10) calendar days after the response from the Chief was received or due. The Selectmen shall have the option of holding a hearing on the matter within ten (10) calendar days of receipt of the grievance and shall respond to the Steward and/or representative in writing within thirty (30) calendar days after the filing with the Board of Selectmen
- **Step 3**: If the grievance is still unresolved, either party may, within ten (10) calendar days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration. The Union may choose to use either the Massachusetts Board of Conciliation and Arbitration or the American Arbitration Association to conduct arbitration proceedings.
- **8.3** If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies without charge to the arbitrator.
- **8.4** Grievances involving disciplinary action may be processed beginning at the second (2<sup>nd</sup>) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee. The decision of the arbitrator will be limited to the meaning and interpretation of the Agreement.
- **8.5** The parties agree that time extensions may be granted in writing by mutual agreement at any step of the procedure set forth in this Article. A failure to act within the time frame specified in the Article to file a grievance or appeal a decision to the next step, except while on authorized leave, shall constitute a waiver of any rights under his Agreement.

## ARTICLE 9 SENIORITY AND SENIORITY RIGHTS

- **9.1** Full-time seniority is defined as a Police Officer's length of continuous service with the Police department since his/her original date of appointment as a full-time officer. Seniority shall be by rank with the full-time officers having seniority over all part-time officers or officers who successfully pass the Bridge Academy. A full-time officer is defined as an officer who is regularly and contractually scheduled to work a forty (40) hour work week.
- **9.2** Part-time seniority is defined as a Police Officer's length of continuous service with the Police Department since his/her original date of appointment as a part-time officer.
- **9.3** The Town shall post in a conspicuous place and furnish the Union at least every twelve (12) months with a current seniority list.
- **9.4** An employee's continuous service record shall only be broken by voluntary resignation, failure to reappoint, discharge for cause or retirement.
- **9.5** In the event it becomes necessary to lay off full-time employees for any reason, employees shall be laid off in inverse order by use of the seniority list.
- **9.6** Employees shall be recalled from lay off according to their seniority. No employees shall be hired until all employees in lay-off status desiring to return to work have been reassigned.
- **9.7** If a full-time shift opening occurs during the year, such shift shall be posted and be open for bid for a period of ten (10) days. Said notice to be posted by the Police Chief in the office of the West Brookfield Police Department. The senior full-time officer shall pick first. The process shall continue through the current full-time roster until the shift is filled. Bids for full-time shifts shall be done every six (6) months and completed by December 31<sup>st</sup> and June 30<sup>th</sup> of each year.
- **9.8** This seniority clause shall include all full-time police officers except the Chief and any \$ergeant.

## ARTICLE 10 HOURS OF WORK

**10.1** The hours of work for the Department's full-time officers shall consist of four (4) eight and one half (8.5) hour working shifts, not training shifts, seven (7) days a week.

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C1 1C1 4	0645	to	1515	
Shift 1	0043	tO		
Shift 2	1445	to	2315	
Shift 3	2245	to	0715	
	1 1 1 1	+-	2315 (Two Days) and 0645	to 1515 (Two Days)
Shift 4	1445	ίΟ		
Shift 5	2245	to	0715 (Two Days) and 1445	to 2315 (Two Days)

- 10.2 Shifts shall be four (4) days on and two (2) days off.
- **10.3** If the current 4 + 2 schedule changes, we will re-negotiate this section (ex: 4 + 2 to 5 + 2 days).
- **10.4** 6:00 P.M. -2 A.M., Saturdays shall be designated as a part-time shift, however, the shift shall be filled with a full-time officer if no part-time officer is available.
- **10.5** Work schedules of employees shall be posted on the Police Department Bulletin Board. All assignments of shifts shall be by the Chief of Police or his designee in a fair and equitable manner.
- **10.6** Shift swaps arranged by the individual officers will not cause any overtime to be paid by the Town. Swaps must be approved by the Chief or his designee to the actual shift swap.

### ARTICLE 11 OVERTIME

- 11.1 Overtime for all officers shall be paid at time and one-half (1.5) their rate of pay for all time worked in excess of eight and one half (8.5) hours in one day, eighty (80) hours in any period in which the officer worked a nine (9) day rotation, and in excess of eighty-five (85) hours in a pay period in which said officer worked a ten (10) day rotation. Vacation, personal days, training, military, and sick time paid hours shall be considered time worked for those calculations.
- **11.2** Overtime shall be distributed on a rotating basis of seniority, with full-time officers having first opportunity. If no full-time officer accepts, part-time officers shall be asked on a rotating basis according to the established list. Officers will have fifteen (15) minutes to respond to a message left on an answering machine or text message before the next officer is called. Except in the case of an emergency.
- 11.3 Overtime work shall be voluntary, except in the case of an emergency, the Chief or his designee has the discretion to call police officers who are available at the time of the emergency,

and to call police officers who are available at the time of the emergency. In the event a shift is left unfilled by voluntary means, the Chief of Police or his/her designee shall have the following options available to fill the shift;

- 1) Execute a group notification (Text message) shall be sent to all officers notifying them of the pending order in if it is not voluntarily filled.
- 2) Requiring the officers working either side of the open shift to remain/come in early four (4) hours or take the full eight (8) hour shift.
- 3) In the above, if this would result in one of the forced officers to work more than sixteen (16) hours in a twenty-four (24) hour period, the officer not so situated can be held for the entire open shift.
- 4) In the event items 1,2, or 3 prove to be impossible to implement, an off-duty officer may be forced in to fill the shift. Such a force would be accomplished via inverse seniority of the available officers in a rotating manner. The same off-duty officer would not be able to be forced in more than one time until all the other officers have been forced in to take a shift.
- 5) In the event sections 1, 2, 3, or 4 prove impossible to implement, and as a last resort, the Chief of Police, or his/her designee has the right to cancel the unfilled leave day and require that officer to work. If the request was submitted prior to Fourteen (14) days of the request.
- 6) Any leave day requested more than fourteen (14) days from the date of submission cannot be cancelled, unless for a declared State of Emergency.
- 7) In the event the officer who is to be forced in is on a vacation or personal day, they are not subject to be called in to cover a sick or approved time off day.
- 8) The officer ordered in has the responsibility to report to that shift and may be subject to progressive discipline if he/she fails to do so.
- 9) The ordered in Officer may contact other officers within the agency in an attempt to have them cover the forced shift in whole or part with the approval of the Chief of Police or his/her designee.

This Section of Article 11 does not pertain to or alter Article 12 Section 10 (12.10) of the contract.

- 11.4 The Chief shall keep records of the overtime worked. In case of a grievance or dispute involving such records, they shall be subject to examination by the Union representatives with the Chief or his designee. Such overtime records shall be retained for a period of five (5) years.
- 11.5 For assigned special shifts, all officers will receive one and one-half times the highest

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### ARTICLE 12 DETAILS

- **12.0** The Detail section of this contract will become effective on the passage of the new contract; and will not be retroactive.
- **12.1** Any private contractor or agency of the Town of West Brookfield whose functions, operations, activities or services is required to have a detail officer. These details shall be voluntary for the officer and the vendor shall notify the Chief of Police or his designee (1) week in advance, except in emergency cases.
- 12.2 The detail rate of pay shall be: (Effective July 1, 2022).

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FY 2023	\$55.00/hour
FY 2024	\$58.00/hour
FY 2025	\$60.00/hour

- **12.3** The four (4) hour minimum shall be paid in case of cancellation by the party requesting the detail; unless the employee is notified at least two (2) hours in advance.
- **12.4** On Holidays, Saturdays/Sunday's and nights (1600-0700) officers will receive one and a half (1.5) times the detail rate per hour.
- **12.5** All detail monies shall be paid in the next pay period of there are sufficient funds in the police detail account as voted on by Annual Town Meeting. Detail checks may be produced separate from the officers pay check. Out of Town details shall have a 6% administrative charge.
- 12.6 If the job terminates prior to four (4) hours the officer will be paid a minimum of four (4) hours for the detail. Where officers are assigned for an eight (8) hour shift, and for some reason or another the job terminates after four (4) hours in duration, but less than eight (8) hours, the assigned officer will be paid for a full eight (8) hour period. Officers will be compensated in one (1) hour increments for any hours over eight (8). All details will be paid in four (4) hour blocks. Example: (When a six (6) hour detail is requested that detail would be for eight (8) hours)
- **12.7** If any detail extends beyond or longer than an eight (8) hour period, the additional hours, or portion thereof, worked will be compensated one and one-half (1.5) times the rate mentioned in Section 12.2 of this Article.
- 12.8 Payment will be made directly to the Town by the establishment requesting this service.

- 12.9 When traffic control is done on a public way, it will be done by a West Brookfield Police Department officer if available, and then by any other legal means.
- **12.10** No officer is required to accept extra duty and will not be assigned extra duty. Extra details that extend into an officer's regular shift must adhere to the provisions of 12.7 of this Contract.
- **12.11** When minimums prescribed in Section 12.7 overlap with an officers regular scheduled shift, the officer will be paid only for the actual time worked on the details in excess of the shift time at the rates shown in those sections for those special and Town details.

## ARTICLE 13 CALL OUT

13.1 Any off-duty full-time officer who is called out for any police matter shall be paid four (4) hours minimum at the rate of time and one-half (1 ½) the regular rate. This shall also apply to scheduled investigations. Any off duty part-time officer who is called out for any police matter shall be paid a minimum of four (4) hours work. Overtime pay and minimums shall cease to apply working the four (4) full hours must obtain permission from the individual who initially authorized the call-in.

## ARTICLE 14 VACATIONS

**14.1** All regular full-time employees covered by this Agreement shall be eligible for vacation leave with pay as follows:

After 1 ye	arars	10 days
After 2 ve	ars	10 days
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THE THE	ars	1 - 1
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After 6 ve	ars	20 uays
After 7 ve	pre	20 days
After 12	ars	25 days
Arrel, 15 A	ears	30 days

**14.2** Vacation is computed on completed years of service effective the anniversary date of hire of any given year. Earned vacation is to be credited as of July 1 and must be taken prior to June 30 of the fiscal year.

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- 14.3 An employee with earned vacation time has the option of taking his/her vacation in the following manner:
  - a. Taking the total vacation time consecutively in that fiscal year in up to twelve (12) continuous work day increments at one (1) time.
  - b. Taking one (1) week increments within the fiscal year.
  - c. Taking separate vacation days within the fiscal year.
- **14.4** Vacations shall be scheduled and/or granted subject to the needs of the department by the Chief who will taken into account the employee's preference based on seniority. Vacation shifts shall be filled at the discretion of the Chief of Police. Time off shall not be unreasonably withheld or denied.
- **14.5** A vacation sign-up sheet shall be made available as of January 1, April 1 and September 1 of each year. Such sign-up sheet is for the purpose of planning schedules, avoiding conflicts, and is subject to change upon request from the employee by agreement with the Chief of Police.
- **14.6** An officer can carry up to ten (10) vacation days into the following fiscal year, but notify the Chief prior to thirty (30) days of the end of the fiscal year. Officers will have the option of cashing out any unused vacation days, up to a maximum of five (5) days yearly.

### ARTICLE 15 HOLIDAYS

15.1 The following days shall be recognized and observed as paid holidays, for full-time officers:

New Year's Day

Martin Luther King Day

Presidents Day

Patriots Day

Memorial Day

Juneteenth Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

One (1) Floating Holiday

- 15.2 Holiday pay shall be a regular full day's compensation at regular pay rate.
- **15.3** All employees who have been employed by the Town in a full-time capacity for thirty (30) days shall receive the above holiday benefits.

**15.4** Any officer who works on a holiday shall receive in addition to the regular holiday pay an additional day's pay computed at one and one-half (1.5) times his/her regular hourly rate.

15.5 To be eligible for holiday pay, the employee shall report and work all of his/her scheduled hours on his/her work day immediately preceding and following such holiday. An employee can request to use either a personal day, vacation day or school day either the day before or the day after the holiday.

## ARTICLE 16 SICK LEAVE/PERSONAL DAYS

**16.1** A full-time police officer of the Town shall be entitled to one (1.25) sick days per month to build to fifteen (15) on duty days annually, and if three (3) days or less of sick leave are used annually, one (1) additional day will be added to the annual sick days (maximum of 16 days per year). Any unused sick days may be carried over to the next fiscal year with maximum accumulation of sick days not to exceed one hundred (100) on-duty days.

**16.2** An employee on any leave with pay or injury on duty leave shall be entitled to accumulate sick leave credits.

16.3 Sick leave shall also be granted to an employee under the following conditions:

- a. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
- b. When the spouse, child or parent of either employee or his/her spouse or relative living in the immediate household of an employee is ill, the employee may utilize sick leave up to three (3) days;
- c. When through exposure to contagious diseases, as certifiable by a doctor, the presence of the employee at his/her work location would jeopardize the health of others.
- 16.4 Any full-time officer who is to leave the employment of the Town, except for termination resulting from just cause, and has accumulated sick time, has the option of selling back fifty percent (50%) of the sick time providing he has been in the employ of the Town longer than five (5) years, and the maximum amount of the buyback will be \$5,000.00.
- 16.5 Personal and sick days may be used in four (4) hour increments.
- 16.6 The Town shall allow four (4) personal days with forty-eight (48) hours' notice to the Chief or his designee for non-emergency situations, subject to the need of the department. Time off shall not be unreasonably withheld or denied.

**16.7** Any full-time employee covered by this Agreement shall be allowed every year to cash out ten (10) days from their sick time accumulation for the sole and exclusive purpose of depositing it into a Deferred Compensation Plan, 401K retirement plan, or a Roth IRA (Roth IRA depositing is only available for employees who have their pay directly deposited into their accounts).

Members shall make their request in writing to the appointing authority by June  $1^{\rm st}$  of each year.

Any member making this request will have their funds deposited in their Deferred Compensation Plan, 401K retirement plan or Roth IRA by the last pay period in June.

## ARTICLE 17 AUTHORIZED LEAVE

- **17.1** Subject to the operating needs of the Department, determined by the Chief of Police, leave of absences without loss of pay may be permitted for the following reasons:
- a. Inoculation(s) required by the Town

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- b. Red Cross or other blood donations authorized by the Department
- c. Attendance at educational programs required or authorized by the Chief of Police/Department
- 17.2 Every employee covered by this Agreement who is a member of a reserve component of the National Guard or the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the M.G.L., leave of absence without loss of pay during the time of his/her annual tour of duty as a member of such reserve component. (Seventeen (17) days per year.) If said officer is scheduled to attend military drill for such component on a regularly scheduled work day, he/she shall be granted a leave of absence, without loss of pay, for the actual day(s) of the drill. A yearly schedule for said drill shall be provided to the Chief of Police as soon as it is available.
- 17.3 Bereavement Leave a full-time employee shall be allowed five (5) working days off at his/her regular rate of pay due to the death of a member of that employee's immediate family. The immediate family, for the purposes of this contract, shall be defined as the employee's mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandmother, grandfather or any other person permanently living in the household. An employee shall be allowed one (1) day off at his/her regular rate of pay for the death of a member of that employee's extended family. That day shall be the day of the funeral or the day of the service.

## ARTICLE 18 PARENTAL LEAVE

- **18.1** Employees shall be eligible for parental leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.
- **18.2** Family and Medical Leave Act: All employees covered under this Agreement will be afforded the Family and Medical Leave Act of 1993 as outlined in 29 USC, Section 2601, 58 Fed. Reg. 31794 (1993).
- **18.3** The Town shall allow two (2) weeks paid leave for all employees to assist their spouse after childbirth.

## ARTICLE 19 SUPPLEMENTAL BENEFITS

- **19.1** The Town shall pursue federal funds pursuant to a life insurance policy of an amount at or above the current rate to be fully paid by the town.
- 19.2 When a full-time officer is incapacitated for duty because of an injury sustained in the performance of duty, without it being the officer's fault, the officer shall be granted leave without loss of pay under the provisions of Chapter 41, 111F for the period of such incapacity or for two (2) years, whichever is less. Full-time officers still incapacitated after two (2) years shall be compensated as provided in Chapter 32, § 85H of the M.G.L.
- 19.3 The town shall provide life insurance at an amount at or above the current rate.

## ARTICLE 20 UNIFORM ALLOWANCE

**20.1** All full-time police officers covered by this Agreement who are required to wear uniforms while on duty shall have an allowance listed below and shall be billed directly to the town:

Full-time uniform, equipment, and cleaning allowance:

Terms of contract......\$1,500.00/per fiscal year

JULY 1, 2022 THRUJUNE 30, 2025

All officers who leave employment with the town for reasons other than retirement may be required to pay back on-half of their annual clothing allowance.

- **20.2** Part-time officer uniform, equipment and cleaning allowance: \$200.00/per fiscal year..... billed to the town
- **20.3** All new part-time officers shall receive necessary uniform items and equipment when hired. Uniforms and equipment will be replaced by the Department when in the Chief's sole discretion, the equipment must be replaced with safety equipment having priority.
- 20.4 All new part-time and full-time police officers to receive new protective vests (officer does not pay any costs of vests). Replace vests every four (4) years for full-time officers and every five (5) years for part-time officers; or upon manufacturer's recommendation whichever is earlier. The agreed-upon clothing and equipment list is detailed on Appendix A. Upon leaving the employment of the Town, the initial uniform issue shall remain the property of the Town. The town agrees to replace vests every four (4) years for full-time officers and five (5) years for part-time officers. Officers may request vest replacement earlier, however, replacements will be the discretion of the Chief and in accordance with M.G. L.

## ARTICLE 21 PROBATIONARY PERIOD

- **21.1** Newly hired employees shall be considered probationary employees during the first twelve (12) months of continuous employment including duration while being academy trained.
- **21.2** An employee separated during the probationary period shall have no recourse to the grievance procedure.

## ARTICLE 22 PROFESSIONAL INDEMNITY

- **22.1** The Town agrees to indemnify bargaining unit members pursuant and subject to the provisions of G.L. c. 258, §9.
- **22.2** For the purposes of statutory on duty indemnification, on duty shall commence the moment an officer leaves the threshold of his/her residence and continues until he/she reenters the threshold of his/her residence at the conclusion of his/her duty, taking the most direct route in

either direction. Duty shall include all police activities engaged in by the officer authorized by the Chief or his designee.

**22.3** Professional Indemnity: Town shall pay Massachusetts Police Legal Defense Fund Fee for each officer requesting coverage. Fee to be paid by the Town on July 1st of each Fiscal Year to the MPA Legal Defense Fund.

### ARTICLE 23 COURT TIME

- 23.1 An employee on duty at night or on vacation, furlough or on a day off, who attends as a witness or in other capacity for or on behalf of the Commonwealth or the town in a criminal or other matter pending in any court of the Commonwealth, or any court outside of the District, or before any Grand Jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at an Pretrial Court Conference, or any other related hearing or proceeding, or who is required or requested by any City, County, State, or the Federal government or any subdivision or agency or any foregoing to attend or appear before any administrative or quasi-judicial body thereof, or who attends as a witness or in other capacity for or on behalf of the Government of the United States, the Commonwealth, or the town in a criminal or other matter pending in a Federal District court, or before a Federal Grand Jury proceeding, or a United States Commissioner, or in conference or any other related hearing or proceeding, shall be entitled to compensation for every hour or fraction thereof during which he/she was in such attendance. The compensation for court appearances will be paid one and one-half (1 ½) times the hourly rate for full-time officers and standard hourly rate for part-time officers. In no event shall such compensation be for less than four (4) hours. When court time as defined in this section overlaps with shift time, the employee will be paid only for actual time worked in excess of the actual shift time at the time and one-half (1  $\frac{1}{2}$ ) rate. The employee will only receive credit and regular time payment for the period of his/her shift.
- 23.2 When an officer is on a shift rotation, shift changes in the schedule cannot be made to avoid payment of court time. Such changes would include moving an officer from the evening shift (3-11) and putting him/her on the day shift (7-3) on the days court is scheduled to avoid payment of overtime.
- 23.3 Personal vehicle usage for required department business shall be at the current IRS rates.
- 23.4 A minimum of four (4) hours for Western Worcester County District Court. A min mum of eight (8) hours for Superior Court and higher or any court outside of the district.

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### ARTICLE 24 COMPENSATION

**24.1** The regular hours of duty for Permanent Police Officer of the Town of West Brookfield shall be so established that the average weekly hours of duty in any year shall not exceed forty (40) hours. For the purposes of the 4-2 schedule, full time officers will be paid for eighty (80) hours in a given two (2) week pay period, plus any other hours worked during said pay period as outlined in Section 11.1.

**24.2** For the purpose of the Contract, the below scales will be in effect on July 1, 2022. New full-time hires will be determined by his/her experience based on the recommendation of the Chief of Police and the Board of Selectmen. Hourly rate will otherwise be dependent upon the years of service to the Town based on the officers start date in grade.

STEP	FY23	FY24	FY25
Hire/Academy	23.47	24.17	24.9
1	25.03	25.78	26.55
2	25.77	26.54	27.34
3	26.57	27.37	28.19
4	27.31	28.13	28.97
5	28.08	28.92	29.8
6	29.09	29.96	30.86
7	29.61	30.5	31.42
8	30.4	31.31	32.25
9	31.31	32.25	33.22
10	32.24	33.21	34.21

The above rates for full-time officers reflect the following increases:

FY 23	2%
FY 24	3%
FY 25	3%

**24.3** All full and part-time hourly rate increases due will be awarded on the contract anniversary date, which is 1 July of any given year.

**24.4** All full and part-time employees will retain the anniversary date of 1 July of any given year for the purpose of establishing years of service in conjunction with computing payroll.

#### PART-TIME:

**24.5** Effective 1 July 2022 all part-time officers shall be paid on the following hourly rate schedule based upon the years of service to the Town dependent on the part-time patrolman's start date. Any hourly increase will be awarded on the contract anniversary date:

### NO INCREASE FOR PART-TIME FOR THE TERM OF THIS AGREEMENT

Part time Hire/1 2 3 4	Same for term of this agreement 19.00 19.72 20.46 20.92
5	21.48
6	22.62
7	22.98
8	24.79
9	25.54
10	26.26

**24.6** Part-time officers will be required to work 200 hours (non-cumulative) per fiscal year for the Town of West Brookfield in order to qualify for movement on the compensation scale listed above. The 200 hours will consist of shift hours. No part-time employee who fails to work 200 hours, shall be reappointed for the next year, unless the failure to work 200 hours was caused by an approved leave of absence.

24.7 <u>A Part-time hired to Full-time</u>: When a West Brookfield part time officer is hired as a full-time officer in the Town of West Brookfield, they shall receive the pay and vacation time as if they have done two full years of service (Academy & 1 full year) and will start as two (2) full years of service according to Article 24.2. The officer shall only serve a 6-month probationary period and become eligible for vacation time at the end of the probation. The office will be the least senior full-time officer upon his/her appointment to full time.

When a West Brookfield part-time officer goes to full-time in the Town and they have at least five (5) years of service, they will come in at a Step 3. (As though they had completed Academy, 1 and 2 full years of service). The officer shall serve a 6-month probationary period and become eligible for vacation at the end of probation. The officer will be the least senior full-time officer upon his/her appointment to full-time.

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- **24.8** The salaries and wages of employees shall be paid biweekly by the standard policy of the Town, which at the current time is on Thursdays. In the event this day is a holiday, the preceding day shall be the payday. All checks to be placed in a sealed envelope.
- **24.9** The Town agrees that each paycheck will be accompanied by an itemized deduction slip, listing regular hours, overtime hours, detail hours, and all deductions and the reasons for them. This is to include a year-to-date total on income and taxes only (subject to the constraints of the computerized payroll system).
- 24.10 A shift differential shall be paid per hour for the following shifts:

6:45 A.M. – 3:15 P.M. Saturday/Sunday/Holidays	\$1.50/hr.
2:45 P.M. – 11:15 P.M.	\$1.75/hr.
10:45 P.M. – 7:15 A.M.	\$2.00/hr.
10.401.101. 7.127	

- 24.11 Shift differential shall be paid biweekly for the appropriate pay period worked.
- **24.12** New hires hired between 1 July and 31 January of any given year will be given credit for a full year at the beginning of the next fiscal year, being 1 July. Those employees hired between 1 February and 30 June will not receive a full year credit until the following fiscal year.
- 24.13 Placement of the years of service chart in no way changes the employee's seniority.
- 24.14 Employees compensation to be listed in the Annual Report in three (3) categories:

  \*\*Officer Salary\*\*\*

  Overtime\*\*

  Officers Detail Income\*

## ARTILCE 25 TRAINING

- **25.1** The town shall provide a sum of money for training police officers, in police related work, provided replacements for employees sent for training can be made from either full-time or part-time officers at no additional cost to the Town, other than normal shift cost.
- 25.2 Persons ordered to attend training courses shall be paid at the officers' regular hourly rate minimum of four (4) hours. Such compensation shall be consistent with the provision of <u>Article</u> <u>24.</u> The Chief may authorize the use of the cruiser consistent with existing Town regulations.

**25.3** All full-time officers will attend a forty (40) hour in-service class sponsored by the Massachusetts Criminal Justice Training Council on a yearly basis at no cost to the officer after completion of probationary period.

**25.4** All full-time officers will receive \$1,000.00 each year for training. The specialized training not limited to books, medical supplies, ammunition, targets, etc., and must be approved by the Chief.

## ARTICLE 26 EDUCATIONAL INCENTIVE PAY

**26.1** For the Town to reimburse full-time police officers' courses:

Any full-time officer who attains or has attained the following degrees in an approved field of course work in criminal justice shall be given an annual increase as scheduled added to their pay equally divided by 26 pay periods.

Associates Degree:

\$2,000.00

Bachelor Degree:

\$3,800.00

Master Degree:

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\$4,800.00

**26.2** For the Town to reimburse full-time police officers' courses:

All courses must be pre-approved by the Board of Selectmen prior to the officer taking the course. The course must be part of a degree program in the field of law enforcement. Any course approved will not be reimbursed. Each officer must submit an application for reimbursement through the office of the Chief of Police and then to the selectmen for approval. Maximum amount to be paid to any officer is \$650.00 per course with a maximum of \$1,950.00 per fiscal year to be paid upon successful completion of the course. Maximum amount per course will be paid for a course grade of B- or better and a 50% reimbursement will be paid for a course grade of less than a B- average. Courses must be taken at a domestic, accredited college in the Criminal Justice field. (Maximum three (3) course per fiscal year).

## ARTICLE 27 CONDITIONS OF WORKING

27.1 Police will have the right to review the contents of their personnel file within a reasonable time of request. A police officer will be entitled to have a representative of the Union accompanying him/her during such review. No material derogatory to an officer's conduct, service, character or personality will be placed in his/her personnel file unless the officer has had an opportunity to review the material. The officer shall acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to the be filed, with the express understanding that such initials in no way indicate agreement with the contents thereof. The officer will also have the right to submit a written answer to such derogatory material, and his/her answer shall be reviewed by the Chief and attached to the file copy. This section shall be retroactive to include all material presently on file.

## ARTICLE 28 GENERAL PROVISIONS

- **28.1** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, national origin, age, gender, sexual orientation, gender identity, veteran status or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- **28.2** The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer representative against any employee activity in an official capacity on behalf of the Union.
- **28.3** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- **28.4** The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union when space is available. The Union shall limit its posting of notices and bulletins to such bulletin board.
- **28.5** The Town agrees that during work hours, on the Town's premises used by the Police Department, and without loss of pay, Union representatives shall be allowed to:
  - Post Union Notices;
  - Distribute Union literature;
  - Solicit Union membership during other employees' non-working times;
  - Attend negotiating meeting with Town officials or Union meetings;

- Transmit communications, authorized by the Local Union or its officers to the Town or its representatives;
- Consult with the Town, its representative, Local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement with prior notice to the Chief of Police.

The above will be allowed as long as it does not impede or hamper the operation at the Police

**28.6** All officers shall have use of the department computers for Department, Association and Union related use. An officer will not use the computers for Association or Union business during his/her regular shift scheduled hours.

### ARTICLE 29 LIGHT DUTY

29.1 An officer who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, in the discretion of the Chief, be required to perform limited duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is limited duty available to be performed by such officer and order such officer to do so. Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, those provisions related to shift bidding and seniority, if any, the Chief shall have full seniority to implementation of this Article.

**29.2** Light duty assignments shall include any duty to which an officer might otherwise be assigned, consistent with such officer's physical limitations, including, but not limited to clerical, training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, clean-up or similar duties.

## ARTICLE 30 AMERICANS WITH DISABILITIES ACT

30.1 As of July, 1992 all provisions of the Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with recommendation of the report of the House Committee on Education and Labor (Report No. 101-484), the Employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or

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JULY <u>1, 2022 THRU JUNE 30, 2025</u>

provision of this Agreement not in compliance with the act, which, if maintained or enforced, could subject both the Employer and the Union to the penalty provisions of the ADA.

### ARTICLE 31 HEALTH INSURANCE

- **31.1** (a) The Chief shall establish an annual physical fitness test ("the test") including appropriate weight requirements. The test shall be established in accordance with the test utilized by the Massachusetts Criminal Justice Training Academy.
- **31.1** (b) Any member of the bargaining unit may voluntarily take the test, including weigh requirements. If said officer passes the annual test and meets the weight requirements and complies with this Article, he shall receive a bonus paid out in equal installments through the rest of the fiscal year or has the option of a lump sum payment:

#### \$800.00

- **31.1**(c) No officer participating in this physical fitness program may smoke. Officers will pay the same percentage of health insurance that Town employees are required to pay.
- **31.1** (d) Officers will be paid a minimum of two (2) hours for any medical evaluation of any type ordered by the Chief or the Town. The Chief and insured officer should coordinate return to work physicals, with both the officer's physician and the Town's physician, to avoid loss of potential pay for the insured officer.
- 31.1 (e) See Appendix B for coverage.

### ARTICLE 32 LONGEVITY

**32.1** Full-time officers will receive a longevity stipend of:

After five (5) years of service
After six (6) and seven (7)
After eight (8) and nine (9)
After ten (10) years or more years of service

\$500.00 annually \$600.00 annually \$800.00 annually \$1,000.00 annually



**32.2** Part-time officers will receive a longevity stipend of:

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After five (5) years of service After six (6) years through 9 (nine) years of service After ten (10) years or more of service

\$300.00 annually \$325.00 annually \$350.00 annually

\* 350 1150

## ARTICLE 33 DURATION

34.1 This Agreement will be in effect July 1, 2022 and will remain in effect until June 30, 2025. At the end of the third (3<sup>rd</sup>) fiscal year, either party may terminate this Agreement provided such termination is transmitted through the Certified U.S. Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed. If such notice is sent, the Agreement will remain in full force and effect until a successor Agreement is in force.

34.2 Articles affecting Town expenditures will be subject to funding the Town at a meeting, otherwise, this Agreement shall take effect <u>JULY 1, 2022</u> and shall remain in full force and effect until <u>June 30, 2025</u>.

# FOR THE UNION: FOR THE TOWN: Approved as to Form Christopher J. Petrini, Town Counsel Dated: \_\_\_\_\_ Approved as to Funds Availability Town Accountant

Dated:\_\_\_\_\_

FOR THE TOWN:	FOR THE UNION:
Dan With	660
200	DAW.
Est la Broke	
Dated: 8/33/32	Dated: 08/23/22
Approved as to Form	
Christopher J. Petrini, Town Counsel	
Dated:	
Approved as to Funds Availability	
Town Accountant	
Datad	

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### APPENDIX "A"

INITIAL UNIFORM ISSUE: To be issued to each officer upon hire.

ITEM	NUMBER	SPECIFICS - IF APPLICABLE
HATS		
	2	ONE (1) MESH SUMMER
HAT BADGE		ONE (1) CLOTH WINTER
SUMMER SHIRTS	1	
WINTER SHIRTS	4	INCLUDING PATCHES
BADGES	3	INCLUDING PATCHES
LAPEL PIN	2	ONE (1) SHIRT/ONE (1) COAT
NAME TAG	2	, , , , , , , , , , , , , , , , , , ,
PANTS	1	
	4	FOUR (4) SUMMER
DEPARTMENT ISSUE WEAPON	1	FOUR (4) WINTER
GARRISON BELT	1	
SAM BROWN BELT	1	
LEVEL THREE HOLSTER	1	
HAND CUFF CASE W/CUFFS	1	
NIGHT STICK W/HOLDER	1	
MAGAZINE HOLDER W/ 2	1	
MAGAZINES	1	
D.C. CONTAINER W/HOLDER		
ACKET	1	
ACKET	1	SPRING/FALL
ACKET	1	WINTER
AIN HAT COVER	1	RAIN (FULL OR ¾)
THE COVER	1	

In addition, this Agreement should cover any other equipment required by the Chief of Police. Also, alteration of uniforms shall be included.

JULY 1, 2022 THRUJUNE 36, 2025

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#### APPENDIX "B"

BENEFITS	HMO BLUE NE COPAYS
Medical Out of Pocket Max (member/family	\$2,500/\$5,000
per plan -per year)	ć4 000/ć3 000
RX Out of Pocket Max (member/family per	\$1,000/\$2,000
plan – per year)	¢0
Deductible	\$0
PCP Copay	\$20
Preventative Copay	\$0
Specialist Copay	\$20
ER Copay	\$100
Diagnostic X-rays & Lab Test	\$0
High Tech Imaging	\$0
Inpatient Hospital Copay	\$250
Mental Health Inpatient Admission Mental	
Hospital and Substance Abuse	\$250
Outpatient Surgical Copay	\$150
	\$10/\$25/\$45
Retail RX Copay (30 Days)	\$20/\$50/\$90
Mail Order Rx Copay (90 Days)	Amal 111

All full-time officers will be provided with the towns health insurance and town pays 75%, employee pays 25% of towns proposed HMO Blue NE Plan. The town agrees to reimburse employees for copays for the below referenced Inpatient Hospital Copays, Mental Health Inpatient Admission Mental Hospital or Substance Abuse Copay and Outpatient Surgical Copay upon receipt of documentation from a medical provider showing payment of such copay. The employee shall submit documentation showing such payment no later than six months following the payment and the reimbursement shall occur within two pay periods of the submission of such documentation.

FOR THE TOWN:	FOR THE UNION:
Dan Dan (a	
2011	
Eli son the	- A
Dated: 8/33/32	Dated: 08/23/22
Approved as to Form	
Christopher J. Petrini, Town	Counsel
Dated:	
Approved as to Funds Availa	bility con 37/1/22 \$ 617,390.00.
$\bigcap$	acal .
Dated: 11/1/ 20	22.

JULY 1, 2022 THRU JUNE 30, 2025

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