

UNIT B
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 used 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. 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 Superior 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 superior officers, including all Sergeants but excluding the Chief of Police and all police patrol officers, and further excluding managerial, confidential, and casual employees, and all other employees of the Town of West Brookfield.

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

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. All 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 150E of the Massachusetts General Laws.

Section 2

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.

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 this 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 an opening for the rank of a SUPERIOR, consideration will be given to those full-time officers with a minimum of three (3) years of services as a full-time officer inside the West Brookfield Police Department. The Chief, after considering seniority, performance, attendance, availability, and 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. In the event that more than one officer seeks an open SUPERIOR position, the Chief retains the right to establish a screening process to select a nominee.

6.2 SUPERIORS shall be appointed according to the following schedule:

Original Appointment	to June 30 th next
After completion of:	
First (1 st) Year of Service	One (1) year appointment
Section (2 nd) Year of Service	Two (2) year appointment
Fourth (4 th) Year of Service	Lifetime appointment

A year for the purpose of this Article shall mean fiscal year. Years of service are retroactive for current 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 a SUPERIOR, 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 disciplined, 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 of receipt of the written statement.

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 designate 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 designate 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. If the other party does not wish to split the cost of the record evenly then the transcript shall be made available at a place certain for the non-paying party to review, however, in no event shall the non-paying party be entitled to a copy at no cost.

8.4 Grievances involving disciplinary action may be processed beginning at the second (2nd) 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 this 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 this Agreement.

ARTICLE 9

SENIORITY AND SENIORITY RIGHTS

9.1 Full-time seniority is defined as a SUPERIOR'S length of continuous service with the Police Department since his/her original date of appointment as a full-time officer. Full-time officer is defined as any officer who works a regular scheduled 40-hour work week. Seniority shall be by rank.

9.2 The Town shall post in a conspicuous place and furnish the Union at least every twelve (12) months with a current seniority list.

9.3 An employee's continuous service record shall only be broken by voluntary resignation, failure to reappoint, discharge for cause or retirement.

9.4 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.

9.5 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.

9.6 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.

9.7 This seniority clause shall include all full-time police officers except the Chief.

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.

Shift 1	0645	to	1515
Shift 2	1445	to	2315
Shift 3	2245	to	0715
Shift 4	1445	to	2315 (2 Days) / 0645 to 1515 (2 Days)
Shift 5	2245	to	0715 (2Days) / 1445 to 2315 (2 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 designate to the actual shift swap.

ARTICLE 11
OVERTIME

11.1 SUPERIORS for the town shall have the option, at their discretion, to take compensatory time calculated at 1.5 times their regular patrol hours instead of being paid their overtime rate. For example: if an 8-hour overtime shift is worked, the officer may take 12 hours of compensatory time, or their regular overtime pay. Compensatory time will be capped at 40 hours, which cannot be rolled over to the next year. If a superior leaves the town of West Brookfield, retires, resigns, is fired, or otherwise not reappointed, they are not owed compensation from the town for accrued compensatory time. Compensatory time can be filled

with part-time officers or filled with overtime, at the Chief's discretion, but it may not cause a force.

11.2 Overtime shall be distributed on a rotating basis of seniority, with full-time officers to include SUPERIORS having first opportunity. If no full-time officer or SUPERIOR 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 designate. Such overtime records shall be retained for a period of five (5) years.

11.5 For assigned special shifts, all SUPERIORS will receive one and one-half times the highest patrolman's hourly rate.

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 that put the safety of pedestrians, bicycles, or any motorized vehicles at risk 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. Deployment of police department personnel is subject to the Chief's determination.

12.2 The detail rate of pay shall be:

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

12.3 On Holidays, Saturday/Sundays, SUPERIORS will receive one and a half (1.5) times the detail rate per hour.

12.4 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.

12.5 All detail monies shall be paid in the next pay period if there are sufficient funds in the police detail account as voted on by Annual Town Meeting.

12.6 If the job terminates prior to four (4) hours the SUPERIOR will be paid a minimum of four (4) hours for the detail. Where SUPERIORS 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 SUPERIOR will be paid for a full eight (8) hour period. SUPERIORS 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 SUPERIOR if available, and then by any other legal means.

12.10 No SUPERIOR is required to accept extra duty and will not be assigned extra duty. Extra details that extend into an officer's (SUPERIORS) regular shift must adhere to the provisions of 12.7 of this Contract.

12.11 When minimums prescribed in Section 12.3, 12.4 and 12.9 overlap with a SUPERIORS regular scheduled shift, the officer (SUPERIORS) 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 SUPERIOR 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. Overtime pay and minimums shall cease to apply when a call out overlaps with the beginning of a special shift. Should the SUPERIOR seek to leave prior to working the four (4) full hours he/she must obtain permission of the Chief.

ARTICLE 15
HOLIDAYS

15.1 The following days shall be recognized and observed as paid holidays, for SUPERIORS:

- | | |
|------------------|--------------------------|
| 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 SUPERIORS required to work 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 workday 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 SUPERIOR of the Town shall be entitled to one and one half (1.5) 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 SUPERIOR 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 SUPERIOR covered by this Agreement shall be allowed every year to cash out fifteen (15) days from their sick time accumulation for the sole and exclusive purpose of depositing it into a Deferred Compensation Plan, or a Roth IRA, however such deposit must be done electronically through direct deposit.

Members shall make their request in writing to the appointing authority by June 1st 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
- 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 workday, 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 paternity 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 SUPERIOR 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.

ARTICLE 20 UNIFORM ALLOWANCE

20.1 All SUPERIORS covered by this Agreement who are required to wear uniforms while on duty shall have an allowance listed below billed directly to the town:

Full-time uniform, equipment, and cleaning allowance:

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

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

20.2 All new SUPERIORS to receive new protective vests (officer does not pay any costs of vests). Replace vests every four (4) years 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 SUPERIORS. SUPERIORS may request vest replacement earlier, however, replacements will be the discretion of the Chief and in accordance with M.G. L.

20.3 All new SUPERIORS shall receive head to toe clothing and equipment.

ARTICLE 21 PROBATIONARY PERIOD

21.1 Newly promoted SUPERIORS shall be considered probationary employees during the three (3) months of continuous employment including duration while being academy trained.

21.2 A SUPERIOR demoted 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 a SUPERIOR leave 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 SUPERIOR authorized by the Chief or his designate.

22.3 Professional Indemnity: Town shall pay Massachusetts Police Legal Defense Fund Fee for each SUPERIOR 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 a 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 with a United States attorney Assistant States Attorney or at any federal court pre-trial 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 SUPERIORS attending. 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 ½) rate. The employee will only receive credit and regular time payment for the period of his/her shift.

23.2 When a SUPERIOR is on a shift rotation, shift changes in the schedule cannot be made to avoid payment of court time. Such changes would include moving a SUPERIOR 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 Each SUPERIOR shall be paid a minimum of four (4) hours for attending a matter in Western Worcester County District Court and for a minimum of eight (8) hours for attending a matter in Superior Court and higher or any court outside of the district.

ARTICLE 24 COMPENSATION

24.1 The regular hours of duty for Permanent SUPERIORS 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 SUPERIORS 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 SUPERIOR'S start date in grade.

FISCAL YEAR 2023	2% (\$41.20)
FISCAL YEAR 2024	2% (\$42.02)
FISCAL YEAR 2025	3% (\$43.28)

The above increases will be an increase on the FY 2022 hourly rate of \$40.39.

Year 1		\$34.63	\$35.32	\$36.38
Year 2		\$36.05	\$36.77	\$37.87
Year 3		\$37.37	\$38.12	\$39.26
Year 4		\$39.24	\$40.03	\$41.23
Year 5		\$41.20	\$42.02	\$43.28

When an officer is promoted into the rank of SUPERIOR, their starting rate is at the rate for one (1) full year of service. Hourly rates are then dependent upon the years in grade as a SUPERIOR.

24.3 All SUPERIOR hourly rate increases due will be awarded on the contract anniversary date, which is 1 July of any given year.

24.4 All SUPERIOR 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.

24.5 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.

24.6 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).

24.7 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.

24.8 Shift differential shall be paid biweekly for the appropriate pay period worked.

24.9 Promotions 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.

24.10 Placement of the years of service chart in no way changes the employee's seniority.

24.11 SUPERIORS compensation to be listed in the Annual Report in two (2) categories:

Salary

Detail

ARTICLE 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 SUPERIORS regular hourly rate – minimum of four (4) hours. Such compensation shall be consistent with the provision of Article 24. The Chief may authorize the use of the cruiser consistent with existing Town regulations.

25.3 All SUPERIORS 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 SUPERIOR after completion of probationary period.

25.4 All SUPERIORS will receive \$1,000.00 each year for training. The specialized training allowance of \$1,000.00 shall be for training or training materials which include but are not limited to (Books, medical supplies, ammunition, targets, etc.) and shall be approved by the Chief.

ARTICLE 26 EDUCATIONAL INCENTIVE PAY

26.1 For the Town to reimburse a SUPERIORS' courses:

Any full-time SUPERIOR 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's degree:	\$3,000.00
Master's degree:	\$4,000.00

26.2 For the Town to reimburse full-time SUPERIORS courses:

All courses must be pre-approved by the Board of Selectmen prior to the SUPERIOR taking the course. The course must be part of a degree program in the field of law enforcement. Any

course not pre-approved will not be reimbursed. Each SUPERIOR 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 SUPERIOR will be entitled to have a representative of the Union accompanying him/her during such review. No material derogatory to a SUPERIOR'S conduct, service, character, or personality will be placed in his/her personnel file unless the SUPERIOR has had an opportunity to review the material. The SUPERIOR shall acknowledge that he/she has had the opportunity to review such material by affixing his/her initials to the copy to be filed, with the express understanding that such initials in no way indicate agreement with the contents thereof. The SUPERIOR 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 Department.

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

ARTICLE 29 LIGHT DUTY

29.1 A SUPERIOR 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 SUPERIOR 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 assign and reassign such SUPERIOR to any shift or limited duty necessary for the efficient implementation of this Article.

29.2 Light duty assignments shall include any duty to which a SUPERIOR might otherwise be assigned, consistent with such SUPERIORS 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. 101-485), the Employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or 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 INSURNACE

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 weight requirements. If a SUPERIOR 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 SUPERIOR participating in this physical fitness program may smoke. SUPERIORS will pay the same percentage of health insurance that Town employees are required to pay.

31.1 (d) SUPERIORS 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 SUPERIOR should coordinate return to work physicals, with both the SUPERIORS physician and the Town's physician, to avoid loss of potential pay for the insured SUPERIOR.

31.1 (e)

Superiors 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.

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

ARTICLE 32

LONGEVITY

32.1 Full-time SUPERIORS will receive a longevity stipend of:

After five (5) years of service	\$600.00	annually
After six (6) years through 9 (nine) years of service	\$800.00	annually
After ten (10) years or more of service	\$1,000.00	annually

ARTICLE 33
AGENCY FEE OR UNION SECURITY

33.1 All SUPERIORS covered by this Agreement shall be required, as a condition of employment to make payment on or after the thirtieth (30th) day following the beginning of such employment, or the effective date of this Agreement, whichever is the latter, of an agency fee to the Union. Such agency fee shall be in the amount equal to 90% of the Union dues.

33.2 At the election of the SUPERIOR, said agency service fee may be deducted from his/her wages upon presentation to the Town of a signed authorization. Said authorization may be cancelled by sixty (60) days' written notice to the Town. An employee who does not authorize the Town to make biweekly payroll deductions as provided herein shall make the agency service fee directly to the NEPBA.

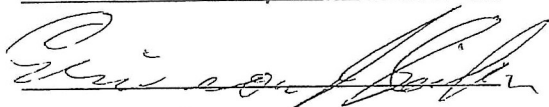
ARTICLE 34
DURATION

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 (3rd) 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.

FOR THE TOWN:







Dated: 8/23/22

FOR THE UNION:



Dated: 8/23/2022

Approved as to Form:

Christopher J. Petrini, Town Counsel

Dated: _____

Approved as to Availability of Funds:


Town Accountant

Dated: _____

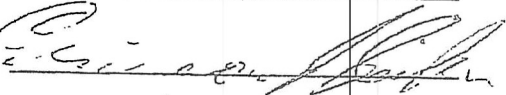
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FOR THE TOWN:







Dated: 8/23/22

FOR THE UNION:



Dated: 8/31/2022

Approved as to Form:



Christopher J. Petrini, Town Counsel

Dated: 9/24/22

Approved as to Availability of Funds:

Town Accountant

Dated: _____

Local 83B - Letendre, Matthew



APPENDIX "A"

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

ITEM	NUMBER	SPECIFICS – IF APPLICABLE
HATS	2	ONE (1) MESH SUMMER ONE (1) CLOTH WINTER
HAT BADGE	1	
SUMMER SHIRTS	4	INCLUDING PATCHES
WINTER SHIRTS	3	INCLUDING PATCHES
BADGES	2	ONE (1) SHIRT/ONE (1) COAT
COMMONWEALTH SEAL PINS	2	
NAME TAG	1	
PANTS WITH STRIPE	4	FOUR (4) SUMMER FOUR (4) WINTER
DEPARTMENT WEAPON	1	
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 MAGAZINES	1	
O.C. CONTAINER W/HOLDER	1	
JACKET	1	SPRING/FALL
JACKET	1	WINTER
JACKET	1	RAIN (FULL OR ¾)
RAIN HAT COVER	1	

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




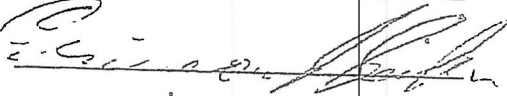
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FOR THE TOWN:








Dated: 8/23/22

FOR THE UNION:



Dated: 8/23/2022


Approved as to Form:



Christopher J. Petrini, Town Counsel

Dated: 8/24/22

Approved as to Availability of Funds:

 funds budgeted as of 7/1/22
\$86,026.00

Town Accountant

Dated: 11/1/22

Local 83B - Letendre, Matthew

