Memorandum of Understanding Between The Town of West Brookfield and NEPBA Local 83A Collective Bargaining Agreement for FY2026 - 2028

April 29, 2025

This Memorandum of Understanding ("MOU"), entered into on April 29, 2025, by the New England Police Benevolent Association ("NEPBA") Local 83A ("the Union") and the Town of West Brookfield, Massachusetts, acting by and through its Select Board ("the Town"). The Town and Union are collectively referred to herein as "the Parties."), The Parties hereby agree to the following revisions to the Parties' Collective Bargaining Agreement ("CBA"):

1. Term of Agreement

The term of the new Agreement will be from July 1, 2025 through June 30, 2028.

2. Article 24.2 (Compensation Pay Scale & Steps)

ruii Time:			
Step	FY26	FY27	FY28
Hire/academy	\$25.65	0%	0%
Step 1	\$28.13	0%	0%
Step 2	\$29.80	0%	0%
Step 3	\$31.75	0%	0%
Step 4	\$33.18	0%	0%
Step 5	\$35.20	2%	2%

Part Time:

 Step 1
 \$22.98

 Step 2
 \$24.35

 Step 3
 \$25.81

3. Article 15 (Holliday Comp Bank)

Add new section to Article 15 as follows:

15.6: Holliday comp bank: Any Officer who has been employed by The Town in a full-time capacity longer than 30 days may at the officer's request and upon the Chief's approval, may have the option to choose to either be paid or have holiday hours (capped at 24 hours) placed in a holiday comp bank and carried over to the next fiscal year, for the holiday either worked or not worked. Comp time cannot cause overtime and is not grievable under Article 8. Officers may be flexed to cover comp time under Article 10.1.1

4. Article 12.9 (State Funded Grants)

12.9 All State funded grants will be paid at the current detail pay rate. Holidays, Saturdays/Sundays and nights (1600-0700) officers will receive one and a half (1.5) times the rate per hour.

5. Article 12.6.1 (Non-Town Details)

Add new section to Article 12.6 as follows:

With respect to private non-town details requested for West Brookfield, Officers may work such details provided it is understood and agreed that regular shifts, shift manning, overtime and Town details take precedence and priority over non-town details. When a private non-town detail is called in for West Brookfield, the officer will receive the hours for the number of hours scheduled; no matter what the length of time worked. For example, if a detail is called in for eight (8) hours and is completed in less time the officer will receive the full eight (8) hours of pay no matter the length of time worked. If the detail is called in for four (4) hours and it exceeds the four (4) hours the officer will automatically be paid for eight (8) hours of detail pay.

Article 12.2 (Detail Rate of Pay)

Replace Article 12.2 with the following language:

The detail rate of pay shall be: (Effective July 1, 2025)

FY2026 \$62.00/hour FY2027 \$64.00/hour FY2028 \$66.00/hour

7. Article 16.7 (Sick Time Cash Out)

Replace Article 16.7 with the following language:

Any full-time employee covered by this Agreement who has reached the cap (100 on duty days) shall be allowed every year to cash out ten (10) days from their sick time accumulation at full value. If the employee cashes out ten (10) sick days pursuant to the preceding sentence, and has additional sick days available above the cap, the employee may cash out up to five (5) additional sick days at 30% of the value of the sick days.

8. Article 16.1 (In Lieu of Additional Sick Day)

Change Article 16.1 with the new language shown in bold and the deleted language stricken:

A full-time police officer of the Town shall be entitled to one **and one-quarter** (1.25) sick days per month to build **to a maximum of** fifteen (15) on duty days annually. 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. If three (3) days or less of sick leave are used annually, one (1) additional day will be added to the personal day bank as described in Article 16.6, so that the Town shall allow up to five (5) personal days provided that the other requirements of Article 16.6 are satisfied.

9. Article 10.3 (Contingency Schedule)

Replace Article 10.3 with the following language:

Contingency Schedule of Twelve (12) Hour shifts three (3) on/ three (3) off:

Two teams will cover twenty-four (24) hours on three (3) days on and three (3) days off rotating schedule.

The above contingency schedule is a temporary schedule that will only be implemented if the department is reduced to four (4) officers for an extended period of time.

These twelve (12) hour shifts are considered "regular" shifts and will not entitle the officer to overtime.

In the event a shift is left unfilled by voluntary means, the Chief of Police or his designee shall have the following option as described in Article 11.3 (2): Requiring the officers working either side of the open shift to remain/come in early four (4) hours or take the full shift.

10. Art. 16.4 (Retirement – Sick Time Buy Back)

Replace Article 16.4 with the following language:

16.4 Any full-time officer who is to retire from the employment of the Town, 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 upon retirement.

11. Appendix A (Initial Uniform Issue)

Amend Appendix A by adding the following items:

one (1) pair of boots

one (1) flashlight

12. Article 11.3 (5) & (6) (Overtime)

Article 11 amended by removing Sections (5) and (6) in their entirety.

13. Article 11.3 (4)

Article 11.3 (4) amended by adding the following language:

Leave Coverage: Vacation leave requests subject to the approval of the Chief of Police per Article 14.4, shall not be unreasonably withheld. Except in the case of an emergency, an officer granted vacation leave shall not be required to work the approved vacation shift(s) solely due to the absence of voluntary coverage by other officers. Except in the case of an emergency, officers on approved vacation or personal leave are not subject to call back to work shifts due to sick leave or other approved time off.

14. Article 18.3 (Paid Parental Leave)

Replace Article 18.3 with the following language:

The Town shall allow two (2) weeks of paid leave for all employees following the birth of a child, either to recover from childbirth or to support a spouse or partner who has given birth.

FOR THE TOWN:	FOR THE UNION:
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APPROVED AS TO FORM:

Christopher J. Petrini, Town Counsel

Dated: 5/15/25