

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

May 19, 2025

This Memorandum of Understanding ("MOU"), entered into on May 19, 2025, by the New England Police Benevolent Association ("NEPBA") Local 83B ("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 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

**3. Article 12.6: (Private Non-town Details)**

Replace article 12.6 as follows:

With respect to private non-town details requested for West Brookfield, SUPERIORS 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 SUPERIOR will receive the number of detail 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 SUPERIOR 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 SUPERIOR will automatically be paid for eight (8) hours of detail pay. Officers who work a detail in excess of eight (8) hours of a detail scheduled in excess of eight (8) hours shall be paid in two (2) hour increments after the eight (8) hours.

4. **Article 12.3: (Holiday Detail):**

Amend Article 12.3 with the new language shown in bold as follows: On Holidays, Saturday /Sunday and nights **(1600-0700)** SUPERIORS will receive one and a half (1.5) times the detail rate per hour.

5. **Article 12.4: (Cancellation of Detail Request):**

Replace Article 12.4 as follows:

In the event of cancellation by the party requesting detail, the SUPERIOR will be paid the detail rate for the number of hours scheduled for said detail, unless the employee is notified at least two (2) hours in advance.

6. **Article 12.12: (State Funded Grant(s) Detail)**

Add new section to Article 12 with the following language:

Article 12.12 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.

7. **Article 16.1: (Sick Days)**

Replace Article 16.1 with the following language:

All full-time SUPERIORS of the town shall be entitled to one (1.25) sick days per month to a maximum of fifteen (15) on duty days annually. If 3 days or less of sick leave are used annually, 1 additional day will be added to the personal day bank (maximum of 15 days per year sick days.) as described in Article 16.6, so that the Town shall allow up to five (5) personal days per fiscal year provided that the other requirements of Article 16.6 are satisfied. Any unused sick days may be carried over to the next fiscal year with a maximum accumulation of sick days to not exceed one hundred and twenty (120) on-duty days.

8. **Article 16.4: (Sick Time Buyback)**

Replace Article 16.4 with the following language:

Any SUPERIOR 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 sick time provided they have been an employee for the Town longer than ten (10) years. The maximum amount of the buyback will be \$7,500.

9. **Article 16.7: (Sick Time Cash Out)**

Any SUPERIOR covered by this agreement shall be allowed every year to cash out fifteen (15) days from their sick time accumulation. 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 to them by the last pay period in June.

**10. Article 19.3 (Police Vehicle)**

Add new section to Article 19 as follows:

Article 19.3 Article 19.3 The Town will provide the Lieutenant with a police vehicle for use and shall pay all attendant operating and maintenance expenses and insurance. Said vehicle shall be used for the Lieutenant in connection with the performance of his duties as Lieutenant and for his professional growth and development as set forth herein. The Lieutenant must live within fifteen (15) nautical miles of town border to town border. Said vehicle may be used by the Lieutenant for in-state personal transportation and during off-duty hours, since he is "on call" in the event of an emergency. To the extent permitted by law, the Lieutenant shall be exempt from being assessed a vehicle fringe benefit value for personal use of the police vehicle, if permitted under Internal Revenue Service Regulations. At the Chief of Police's discretion and if available, the Sergeant may be assigned a vehicle. If the Sergeant is assigned for professional use only.

**11. Article 24.2 (Compensation)**

Replace Article 24.2 with the following language:

For the purpose of the Contract, the below scales will be in effect on July 1, 2025. 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 SUPERIORS start date in grade.

LIEUTENANT:

FISCAL YEAR 2026	(\$45.12)
FISCAL YEAR 2027	(\$46.02)
FISCAL YEAR 2028	(\$46.94)

SERGEANT:

FISCAL YEAR 2026	(\$38.72)
FISCAL YEAR 2027	(\$39.50)
FISCAL YEAR 2028	(\$40.28)

**12. Article 32.2 (Longevity Stipends)**

Replace Article 32.2 with the following language:

Full-time SUPERIORS will receive a longevity stipend of for service to the Town of West Brookfield in the following manner:

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
After fifteen (15) years or more of service:	\$1,500.00 annually

**13. Article 10.1.1 (Flex Shifts)**

Add new section to Article 10 as follows:

10.1.1 The Chief of Police may, in his or her sole discretion, schedule and assign officers to flex shifts that follow the four (4) on two (2) off schedule prescribed by Art. 10.1. There will be at least five (5) days' notice (unless the officer agrees to shorter notice) provided to officers so scheduled. An officer assigned to a flex shift may also be scheduled outside of their four (4) days on two (2) days off work rotation or approved day off with their consent. This provision shall not otherwise preclude officers from being scheduled or "flexed" to another shift with the mutual consent of the officer and the Chief of Police or designee. The Chief shall have the sole discretion to flex officers in the case of an emergency.

**14. Article 6.1 (Appointments)**

Amend 6.1 by removing the language struck out below:

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.

**15. Article 11.1 (Overtime)**

Amend Article 11.1 by removing the language struck out and adding the language double underlined below:

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 fiscal year. Compensatory time may be carried over to the next fiscal year with

a maximum accumulation of compensatory time to not exceed one forty (40) hours, at the Chief's discretion.

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

**16. Article 11.3(2) (Overtime)**

Amend Article 11.3(2) by striking "eight-hour shift" and replacing it was "full shift."

**17. Article 20.2 (Uniform Allowance)**

Amend Article 20.2 by removing the language struck out and adding the language double underlined below:

20.2 All new SUPERIORS to receive new protective vests (officer does not pay any costs of vests). Replace vests every ~~four (4)~~ five (5) 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)~~ five (5) 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.

**18. Article 11.3 (5) & (6) (Overtime)**

Amend Article 11.3 by removing Sections (5) and (6) in their entirety.

**19. Article 11.3 (4) (Overtime)**

Amend Article 11.3 (4) 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.

**20. Article 10.3 (Hours of Work) 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.

**21. 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:

  
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FOR THE UNION:

  
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APPROVED AS TO FORM:

  
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Christopher J. Petrini, Town Counsel

Dated: 6/1/25