

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE TOWN OF EAST BRIDGEWATER AND THE
EAST BRIDGEWATER POLICE ASSOCIATION**

NOW comes the Town of East Bridgewater ("Town") and the East Bridgewater Police Association ("Union"), (collectively "the parties") who have agreed to modify the collective bargaining agreement ("CBA") upon the following terms. This agreement is subject to ratification by the Union and the East Bridgewater Board of Selectmen.

I. One (1) Year Contract:

1. Article XXIX – Duration: July 1, 2019 – June 30, 2020

2. Wages:

- a. Retroactive to July 1, 2019, there will be a 2% increase to wage table.
- b. Delete the existing three (3) compensation schedules for FY 2017, 2018, and 2019.
- c. Insert a new compensation schedule, as set forth below:

July 1, 2019 through June 30, 2020; 2.0% increase to all wages:

Years of Service	Per Annum
0	\$48,086.47
1	\$51,557.20
2	\$53,618.38
3	\$56,002.12
4, 5	\$61,181.90
6 – 14	\$67,008.61
15 – 24	\$71,378.72
25, 26 (Creditable Service; Hired Before 2013)	\$73,520.09
27 – 29 (Creditable Service; Hired Before 2013)	\$75,725.70
30 + (Creditable Service; Hired Before 2013)	\$78,754.72

3. No other language changes to preceding collective bargaining agreement

II. Three (3) Year Contract:

1. Article XXIX – Duration: July 1, 2020 – June 30, 2023

- a. All references to Duration will be updated in the collective bargaining agreement.

2. Wages:

- a. Effective July 1, 2020, there will be a 1% increase to wage table.
- b. Effective July 1, 2021, there will be a 1% increase to wage table.
- c. Effective July 1, 2022, there will be a 2% increase to wage table.

3. Civilian Dispatch

- a. New Article – Police & Fire Dispatch Service

- a. Create new contract article integrating dispatch services for the police and fire departments. Article will also include language that states all dispatch functions shall be conducted by certified full-time civilian dispatchers, rather than full-time police officers.
- b. Draft Language, New Article: Dispatch functions
 "Beginning on July 1, 2020 all police and fire dispatch functions shall be conducted by certified full-time civilian dispatchers. Once the civilian dispatchers are hired and trained, the police and fire departments' dispatch operations shall be merged. The full-time civilian dispatchers shall not be covered by this collective bargaining agreement. The parties agree that if the Commonwealth of Massachusetts continues to fund E911 PSAP recertification training, officers will receive this training.

4. Civil Service Status: (When Civil Service is Removed.)

- a. The Town acknowledges that the intent is to expand the hiring pool for future vacant patrolmen positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoffs, discipline.
- b. Wherever there is reference to General Laws Ch. 31 or Civil Service said references shall be stricken from the CBA.
- c. The Town shall remove itself from the jurisdiction of the Massachusetts Civil Service Commission for hiring, promotions, and disciplinary appeals, and revoke acceptance of all applicable sections of General Laws, c. 31 in accordance with applicable law. Employees hired as full-time police prior to proper removal from Civil Service under General Laws, c. 31, shall retain all statutory rights which he/she may have pursuant to General Laws, c. §31.

However, the parties acknowledge that in the event the Legislature abolishes, amends, modifies any statutory rights, the Town shall have no obligation to bargain over any statutory changes. Further, the parties recognize that any statutory rights enjoyed by an employee will not be subject to grievance and arbitration procedure except in the case of discipline, wherein the employee shall choose either to exercise his/her rights under General Laws, c. 31 or the grievance arbitration procedure, but not both. The election of such rights shall be made after the decision of the Board. The parties recognize and acknowledge that the standard for discipline and discharge is "just cause."

- d. Wherever there is reference to General Laws Ch. 31 or Civil Service said references shall be stricken from the CBA.
- e. In the event that the Town of East Bridgewater fails to pass at Town Meeting, the Town and the Union agree to reopen this Agreement. The Union agrees to support the Article to remove Civil Service coverage for future bargaining unit members at Town Meeting.

5. Specific Articles:

a. LAYOFF AND RECALL:

1. Employees appointed prior to the Town's revocation of G.L. 31 shall maintain all layoff, recall and reinstatement rights pursuant to the statute so long as such rights exist at the time they are asserted.
2. LAYOFF UNDER ARTICLE 6: The parties recognize the language contained in the existing collective bargaining agreement under Article 6, "A reduction in the work force shall be accomplished with seniority as described in Section 1 of this Article. A Superior Officer, upon notice of layoff, may bump downward to the position of patrolman provided there are such positions currently being filled by less senior employees by departmental seniority."
 - a. Additional language inserted to Article 6, "The term 'layoff' as it is used in this Section is defined as a reduction in the number of employees due to lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, a notice of thirty (30) days prior to layoff shall be issued when able, and if unable, the Town will utilize its best efforts to give as much notice as practicable. A copy of all notices will also be given to the Union.

RECALL/REINSTATEMENT: Post civil service:

3. Reduction in Rank due to layoff: An employee who has been subject to a reduction in rank due to layoffs will have reinstatement rights to his/her rank in order of seniority in the event the Town makes the determination to fill a patrolman position within two (2) years.
4. Layoff: An employee who has been subject to a layoff shall have recall rights to open position(s) by seniority for a period of two (2) years.
5. Notices under this Section: A recalled employee shall notify the Chief of Police within thirty (30) calendar days of mailing of the recall notice of his/her intention to return to the East Bridgewater Police Department. In the event that the employee fails to notify the Chief within the applicable time frame, he/she waives all rights associated with the recall to the current position and any position in the future, permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice to be eligible for recall and must pass a medical examination prior to reinstatement. This requirement may be waived at the discretion of the Chief.
6. Employees who are laid off must maintain any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the

Town. Laid off employees will be able to attend courses which involve a cost, provided he/she timely pays such portion of the cost.

b. PROMOTIONS:

1. Promotions are based on the merits of the candidates and their professional performance in the promotion process, and never on favoritism nor on seniority alone. A promotion is an investment in the future not only for the department, but also for the employees who will be supervised and guided by the promoted candidate.
2. The parties recognize that the Chief is the appointing authority.
3. Promotions are processed under the direction of the Chief of Police or his/her designee. The process shall include:
 - a. Posting and/or dissemination of a written announcement of any scheduled promotional opportunities shall be done no less than 120 days prior to the commencement of the promotional process;
 - b. The Assessment Center shall be used for the promotional process to rank each candidate.
 - c. Officers participating in the assessment center who are scheduled to work the day shift of the assessment center or the A shift before will be allowed time off;
 - d. Officers out sick or injured, or on administrative leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the announcement of the promotional opportunity.
 - e. The parties intend to protect the integrity of the promotional process by ensuring that all promotional materials, documents, scores and completed evaluations remain confidential and kept in a secure location.
 - f. The Chief will maintain copies of active promotion lists;
 - g. Promotional materials shall be retained in accordance with applicable laws.
4. Reading List: A reading list of the textbooks and other materials will be maintained and available to all personnel. The reading list will not be changed prior to the assessment center. Questions on caselaw and statute will not take into account law changes occurring fewer than 120 days prior. The material covered during any assessment center/Oral Board(s) will be defined as clearly as possible in the posting and shall be as relevant as possible to the position to be filled. The material may include but not be limited to items such as Massachusetts criminal law and procedure, textbooks, various union contracts, town and department policies and procedures and rules and regulations, and Town of East Bridgewater General By-Laws.

5. Eligibility: In order to be eligible for promotion, an employee must have completed three (3) years in the position of police officer.
6. Costs: The Town will be responsible for the costs of the assessment center.
7. Education: A degree in a discipline for which the member may be compensated pursuant to the educational incentive program will be preferred.
8. The candidates' assessment scores will not be published publicly and will not be shared with third parties. The Chief will notify the candidates of their assessment scores within fourteen (14) business days of the completion of the assessment.
9. Oral Board(s) shall be used as a part of the promotional process. Oral Board(s) approved by the Chief will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board(s), nothing shall prevent the Appointing Authority from conducting an interview of the candidates.
10. Candidate Selection: Assessment center shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:
 - a. Job related performance;
 - b. Performance Evaluation in present position (including contributions to the Department);
 - c. No sick leave abuse;
 - d. An exemplary sick leave record evidencing an appropriate use of sick time;
 - e. Formal education;
 - f. Leadership;
 - g. Training and education through career development;
 - h. Disciplinary record;
 - i. Promotes Town and Department vision, goals, and police work;
 - j. Work ethic and initiative;
 - k. Attitude toward the Department and police work (Protected Union Activity is exempt);
 - l. Attitude towards the public and fellow employees (Protected Union Activity is exempt);
 - m. Recommendation of oral board(s);
 - n. Assessment Center score;

- o. Any additional unforeseen parameters deemed pertinent or relevant to a – o above, or other unforeseen parameters agreed to by the Union.

11. Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion. There will be a probationary period of six (6) months for all new promotional appointments. If performance deficiencies are noted, said deficiencies shall be explained to the Officer while providing assistance with trying to remedy the deficiencies. Candidates removed during their probationary period will be returned to their former position. After achieving successful probationary period promotional appointments shall only be revoked for just cause.

12. All other articles in the contract remain in full force and effect.

13. The Town shall provide the Union with a verification list from Civil Service to keep on file.

14. Current lists: The current Civil Service lists shall be considered null and void after November 1, 2020.

6. Article XIII – Vacation:

- a. Section 2, B. Vacation Buy Back: Modify language to cap buy back at 14 days per year. Any buybacks over 14 days are subject to approval by the Chief.
- b. Section 4, paragraph 7: Modification to less than four (4) days' notice for specific time for notice requirement.
 - 1. #1- no change for more than four (4) days. Proposed modification to include specific time period for less than four (4) days:
 - 2. Modify #2 to read; "Employee shall give ninety-six (96) hours' notice for a vacation request of four (4) days or less, provided that when less than 96 hours' notice is given, the shift shall be offered out to other officers. In the event no officer takes the shift, there shall be no order in, and the vacation request will be denied. The Chief may waive the notice provision for exigent circumstances."

7. Article X – Compensatory Time:

- a. Section 1: Remove this section and replace with language stating that "Effective July 1, 2020, Officers shall no longer be eligible to for compensatory time. Officers will be compensated for the balance of all compensatory time as of June 30, 2019."

8. Article VII Hours of Work Section B-Detectives

- a. Modify to reflect Chief may revert Detective schedule from 5-2 to 4-2 and/or require Detectives to wear a full uniform when the Department experiences a

staffing shortage. The determination of a staffing shortage is at the discretion of the Chief.

- b. Modify Article IX to reflect assignment classification name as "Detective". Delete references to "Investigator" and "Special Duty."

Clarification: (codification of existing practice) The parties acknowledge that officers holding specialty assignments and/or officers assigned to additional duties outside normal patrol work are, at times, called in to work overtime in increments of one hour.

9.—

10. Article IX - Compensation:

- a. Delete the existing compensation schedules from the previous agreement.
- b. Insert new compensation schedules, as set forth below:

July 1, 2020 through June 30, 2021; 1% increase to all wages and including the following provisions:

- Year 25, 27 and 30 steps from the previous agreement will be removed.
- A new 20 & 25-year step will be added for all Patrolman. The 20 year step will be a 3% increase on the 15-year step and the 25-year step will be a 3% increase on the 20-year step and will be available to all Patrolman.
- The parties agree that in the event a police officer was previously employed as an East Bridgewater police dispatcher, he/she will be considered to have an additional one year of service counted towards the below table for every three (3) complete years served as an East Bridgewater police dispatcher.

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Years of Service	Per Annum
0	\$48,567.34
1	\$52,072.77
2	\$54,154.56
3	\$56,562.14
4, 5	\$61,793.71
6 – 14	\$67,678.70
15 -19	\$72,092.51
20-24	\$74,255.29
25+	\$76,482.96

July 1, 2021 through June 30, 2022; includes 1% increase to all wages and including the following provisions:

- The 25-year step will be changed to the 20-year step (3% higher than 15-year step). The new 25-year step will then be added with a 3% increase on the 20-year step.
- All Patrolman will be eligible for the 20-year and 25-year step increase.
- With the 25-year step, all Officers will receive 1 year toward their years of service for every 3 years of EBPD Full Time Dispatcher time accrued.

Years of Service	Per Annum
0	\$49,053.01
1	\$52,593.50
2	\$54,696.11
3	\$57,127.76
4, 5	\$62,411.65
6 – 14	\$68,355.49
15 – 19	\$72,813.44
20 – 24	\$74,997.84
25 +	\$77,247.79

July 1, 2022 through June 30, 2023; includes 2% increase to all wages and including the following provision:

Years of Service	Per Annum
0	\$50,034.07
1	\$53,645.36
2	\$55,790.03
3	\$58,270.32
4, 5	\$63,659.88
6 – 14	\$69,722.60
15 – 19	\$74,269.70
20 – 24	\$76,497.79
25 +	\$78,792.73
(Delete 30-year step)	

11. Article XI, Section 5 – Paid Details


Section A: Update to reflect current rate of \$55.00 per hour

12. Housekeeping

- a. Correct Professional Development language in the integrated successor collective bargaining agreement.
- b. Remove all references to DARE program and replace with “School Resource Officer” where applicable.
- c. Update Health Insurance language (Article XVI) to current premium splits.
- d. Article I – Recognition and Bargaining Unit: Add “Deputy Chief of Police” to excluded employees.

- e. Article IX - Compensation: remove Paragraph C
- f. Article V, Section 2:
 - a. Step 1: revise "Chief" to "Chief of Police"
 - b. Step 2 & 3: revise "Board" to "Board of Selectmen"
- g. Article XI, Section 5 – Paid Details:
 - a. Paragraph B: Add italicized language to clarify the last sentence: "Any time worked beyond fifteen (15) minutes of an hour, *will add* an additional hour."
- h. Article XXV – Health & Safety: replace "Gold's Gym" with "Club Ex"

TOWN OF EAST BRIDGEWATER,
By its Town Administrator,
duly authorized,



Brian S. Noble

East Bridgewater Police Association
By its Bargaining Team,
duly authorized,

