MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF EAST BRIDGEWATER AND THE EAST BRIDGEWATER SUPERIOR OFFICERS ASSOCIATION

NOW comes the Town of East Bridgewater ("Town") and the East Bridgewater Superior Officers 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.

WHEREAS, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

WHEREAS, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

1. Article XXIX – Duration:

- a. Three (3) year contract: July 1, 2022 June 30, 2025
- b. All references to Duration will be updated in the collective bargaining agreement.

2. Wages/COLA:

- a. Effective July 1, 2023, there will be a 1% (one percent) increase to the wage table.
- b. Effective July 1, 2024, there will be a 2% (two percent) increase to the wage table.

3. Article XIII – Vacation Leave:

- a. Delete current language of Section 2, B., and insert: "An employee may request his/her then regular compensation in lieu of taking accrued vacation leave, but an employee may only request a total of two (2) weeks of accrued vacation leave in a single year."
- b. Delete the language regarding Section 4 (Note: this section only applies to the first Section 4, which details the consecutive use language)
- c. Modify the remaining Section 4 (Note: this is in reference to the second Section 4) to reflect the following language:

All vacation requests are subject to approval of the Chief of Police and employees shall give reasonable notice of request(s) for vacation. The Chief of Police shall determine the vacation schedule based upon employees' requests. The approval of vacation leave shall not be unreasonably denied.

4. Article VII (A) - Uniform Allowance:

a. Increase from \$1,100.00 to \$1,300.00

5. Article IX - Compensation:

a. Delete the current compensation tables and insert new compensation tables and explanatory language as set forth below:

July 1, 2022, through June 30, 2023:

Step	Per Annum	Per Week	Per Hour
Step 1 Sergeant (1st year as Sgt).	\$80,980.58	\$1554.33	\$38.86
Step 2 Sergeant (2 nd year as Sgt.)	\$83,410.00	\$1600.96	\$40.02
Step 3 Sergeant (8 - 9 years of credible service)	\$85,912.30	\$1648.99	\$41.22
Step 4 Sergeant (10 – 19 years of credible service)	\$88,489.67	\$1698.46	\$42.46
Step 5 Sergeant (20+ years of credible service)	\$94,000.00	\$1804.22	\$45.11

July 1, 2023, through June 30, 2024 (1% COLA Increase):

Step	Per Annum	Per Week	Per Hour
Step 1 Sergeant (1st year as Sgt).	\$81,790.39	\$1569.87	\$39.25
Step 2 Sergeant (2 nd year as Sgt.)	\$84,244.10	\$1616.97	\$40.42
Step 3 Sergeant (8 - 9 years of credible service)	\$86,771.42	\$1665.48	\$41.64
Step 4 Sergeant (10 – 19 years of credible service)	\$89,374.57	\$1715.44	\$42.89
Step 5 Sergeant (20+ years of credible service)	\$94,940.00	\$1822.26	\$45.56

July 1, 2024, through June 30, 2025 (2% COLA Increase):

Step	Per Annum	Per Week	Per Hour
Step 1 Sergeant (1st year as Sgt).	\$83,426.19	\$1601.27	\$40.03
Step 2 Sergeant (2 nd year as Sgt.)	\$85,928.98	\$1649.31	\$41.23
Step 3 Sergeant (8 - 9 years of credible service)	\$88,506.85	\$1698.79	\$42.47
Step 4 Sergeant (10 – 19 years of credible service)	\$91,162.06	\$1749.75	\$43.74
Step 5 Sergeant (20+ years of credible service)	\$96,838.80	\$1858.71	\$46.47

The parties acknowledge and regardless of years of credible service, an employee must complete Step 1 and Step 2 before advancing to any further steps. An employee shall remain in Step 1 for one (1) year starting from their date of service as a Sergeant within the Town of East Bridgewater Police Department. After their first full year as a Sergeant, the employee shall advance to Step 2 and remain at Step 2 for another full year so long as the employee is still serving as a Sergeant with the Department.

The parties further acknowledge that "years of credible service" for advancement to Step 3, Step 4, and Step 5 shall only include the years in which the employee was employed as a patrol officer and/or sergeant for the Town of East Bridgewater Police Department.

6. Article XI, Section 5 – Paid Details:

- a. Section A: Update to reflect current rate of \$58.00 per hour for all third-party details.
- b. Section B: replace "private traffic details" with "third-party traffic details"

- c. Section C: replace "private non-traffic details" with "third-party non-traffic details"
- d. Add Section K: "third-party traffic details that are requested with less than twelve (12) hours' notice of the requested start time of the detail shall be paid at a minimum of eight (8) hours."

7. Article XIV - Holidays:

a. Add Juneteenth as an enumerated holiday. Add language in Section 2 to reflect that Juneteenth salary computation shall be added to the holiday payment issued on the first pay day in December.

8. Article XIX – Professional Development:

- a. Remove "hired prior to June 30, 2019" in first paragraph
- b. Remove Section A "Prior to completion of degree" payments
- c. Add language to Section B, stating that "the salary increases detailed above for obtaining an associate, baccalaureate, and Master's degree shall not be accumulative and an employee shall only be entitled to an educational differential based upon the highest accredited degree completed by that employee, pursuant to the terms and language of Article XIX."
- d. Remove final paragraph starting with the language: "Police sergeants hired before July 1, 2019..."

9. General House Keeping/Language Updates:

a. Article I – Recognition and Bargaining Union: replace the current language which states:

"The Board hereby recognizes the Association as the exclusive representative and collective bargaining agent for all uniformed pelmanent regular Sergeants ("employees"), and excluding the Chief of Police, Patrol Officers and all other employees. All uniformed regular Sergeants shall join or maintain membership in the Association, or, if the employee elects not to join, shall pay an agency fee to be determined by the Association. The agency fee shall not exceed the amount of periodic dues paid by members of the Association."

With the following:

"The Board hereby recognizes the Association as the exclusive representative and collective bargaining agent for all uniformed pelmanent regular Sergeants ("employees"), and excluding the Chief of Police, Patrol Officers and all other employees. All uniformed regular Sergeants shall be able to join or maintain membership in the Association, but membership in the association shall not be a

condition of employment. Employees who choose to join or maintain membership in the associate shall pay an agency fee to be determined by the Association. The agency fee shall not exceed the amount of periodic dues paid by members of the Association."

b. Article XXV – Health and Safety: delete first paragraph, which states:

"SAFETY COMMITTEE: The parties shall establish a safety committee comprised of 2 members of each bargaining unit and the Chief. The committee shall make efforts to meet bi annually and discuss safety issues, Any violation of this provision shall not be grievable beyond the first step of the collective bargaining agreement. This provision of the agreement shall be effective from ratification until June 30, 2016 unless otherwise specifically agreed to by the parties."

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this_____day of September 2022

TOWN OF EAST BRIDGEWATER, By Town Administrator

Duly authorized,

By its Bargaining Team, Duly authorized,

MICHAIL MC LAVANTO

SUPERIOR OFFICERS ASSOCIATION

Charles Seelig