

**Selectboard Executive Session**  
**1 Avenue A, Turners Falls, MA**  
**Monday, April 29, 2024**  
**8:35 PM**

**RE:** Executive Session under G.L. c.30A §21(a)(3) to discuss strategy with respect to Collective Bargaining (New England Police Benevolent Association), Votes may be taken.

**Present:** Selectboard Richard Kuklewicz, Christopher Boutwell and Matt Lord, Town Administrator Steve Ellis; Assistant Town Administrator, Walter Ramsey; Executive Assistant, Wendy Bogusz; Police Chief, Chris Williams;

**Documents:** Side Letter of Agreement between Town of Montague and NEPBA, Local 183

Kuklewicz opens the meeting at 8:53 PM.

- Ellis outlines terms of side letter related to Lateral Transfer Benefits, which includes credit for prior service working as a police officer prior to hire by Montague. The agreement is very specific in its benefits and limitations of those benefits and seeks to protect Town interests as we depart civil service to a primary reliance on lateral transfer hirings.
- Discussion regarding terms offered in side letter with Officer Smerz
- Kuklewicz stated other bargaining units may be making similar requests when hiring a new employee in regard to vacation time and it will be harder to defend once precedent has been set.

*Boutwell moves to approve the side letter of agreement between the Town of Montague and the New England Police Benevolent Association, Local 183 as presented. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord - Aye*

*Boutwell makes the motion to adjourn the executive session at 9:06 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord - Aye*

*Boutwell makes the motion to adjourn the regular meeting at 9:06 PM. Seconded by Lord, approved unanimously. Boutwell – Aye, Kuklewicz – Aye, Lord – Aye*

Approved: \_\_\_\_\_

 Richard J. Kuklewicz

Release to the Public:

☒ Yes

☐ Not Yet

7/9/25 Date

Date Released to the Public:

7/9/25

## **SIDE LETTER OF AGREEMENT**

### **TOWN OF MONTAGUE AND NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 183**

WHEREAS, the New England Police Benevolent Association, Local 183 ("Union") represents a bargaining unit comprised of patrol officers and detectives employed by the Town of Montague ("Town");

WHEREAS, the Town and the Union are parties to a collective bargaining agreement ("CBA") that covers the period July 1, 2022 through June 30, 2025;

WHEREAS, the Town and the Union agreed through the bargaining process that the Town would seek to exit the Civil Service system for all police department positions;

WHEREAS, Montague Town Meeting voted to exit Civil Service on March 14, 2024 and, thereafter, a rigorous and equitable departmental hiring policy (MPD Policy 1.20) has been implemented;

WHEREAS, the Town's withdrawal from Civil Service is expected to increase the frequency of new hires for Patrol and Detective positions who come to the Town with past experience in a comparable role as a full-time police officer in another community or state agency;

WHEREAS, the Town and the Union wish to modify certain provisions of the CBA in order to define those employee benefits and terms for which past experience in a comparable role as a full-time police officer in another community or state agency will be counted as service time;

WHEREAS, the Town and the Union, in a Side Letter dated February 26, 2024, agreed to discuss amendments to the CBA regarding vacation and other benefits awarded to a member with service as a sworn police officer in another community;

NOW, THEREFORE, the parties agree to revise the CBA as follows:

#### **ARTICLE 10 SENIORITY**

Seniority for Civil Service issues will be calculated in accord with Chapter 31 of the General Laws. Seniority for the purpose of contractual benefits, - for example shift bids, overtime opportunities and choice of vacation - will be calculated from the last date of hire

as a full-time police officer in the Town of Montague, except as otherwise expressly stated in this Agreement.

The additional benefits for which comparable service as a full-time police officer in another community or state agency applies shall apply is expressly limited to those instances where an additional benefit is specifically identified in this agreement. Agreement. For clarity, several instances where additional benefits are not granted to lateral transfers into Montague PD are directly addressed through this Agreement. However, failure to specifically address this limitation in relation to any other contract term shall not be taken-interpreted to mean that non-Montague service time will be included in the calculation of any other benefit or consideration.

The Town shall have sole discretion to award creditable time to lateral transfers for comparable service; and the determination whether to award such creditable time shall not be subject to the Agreement's grievance and arbitration provision. For the purpose of calculating creditable time under the provisions of this Agreement, no partial year of service will be counted. For example, if an officer comes to Montague with six (6) years and four (4) months – or any other number of months – of prior service as a full-time police officer, they will be credited with six (6) years of service as of their date of hire in Montague for the purpose of calculating tenure in relation to the provisions of this Agreement. They will accrue one additional year of service on each anniversary of their date of hire in Montague.

No time will be granted for any period of time between the last date of employment with another department or agency, and the employee's date of hire in Montague.

## **ARTICLE 11**

### **REDUCTION IN FORCE PROCEDURE**

Layoff and recall of Employees as a result of a reduction in force shall be in accordance with Civil Service Rules and Regulations unless otherwise lawfully modified by this Agreement. For any member not subject to Civil Service, seniority shall begin on the officer's date of hire as a full-time police officer by the Town of Montague.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

#### **SECTION 1:**

Service as a police officer in Montague before attending the Academy shall be counted toward the officer's 1-year probation period in accordance with G.L. c. 31, §61. All lateral transfer police officers shall be subject to this one-year probationary period from their date of hire with the Town of Montague. During this probationary period, the Employer may discharge and terminate employment in its sole judgment, without

recourse by said Employee or the Union; and the Employer's action shall not be subject to the Grievance Procedure or arbitration provisions of this Agreement.

## **ARTICLE 18** **SHIFT ASSIGNMENT**

The Parties to this Agreement recognize that the principal factor in shift assignments is the efficiency of the Police Department. The Chief of Police, in making such shift assignments, will give consideration to an Employee's particular abilities and qualifications, physical condition and length of service as a full-time Montague police officer. Requests for change in shift assignment will be processed annually and be effective each January 2; provided, however, that the Chief of Police remains the final authority, solely in his discretion as to the exercise of the above in making any and all shift assignments, with the understanding the Chief's assignments, if thought to be arbitrary or capricious, are subject to challenge through the Grievance Procedure.

The Parties further agree that the provisions of this Article will also be applied to the filling of permanent vacancies and promotional positions.

## **ARTICLE 21** **VACATIONS**

### **SECTION 1:**

Vacation leave shall be earned at the following rates based on a member's combined years of service as a full-time police officer for the Town of Montague and any years of comparable service as a full-time officer, as defined in this agreement. Vacation leave is earned by each officer at the following rates for each period of continuous active paid service:

During the officer's 1 <sup>st</sup> year, including Academy:	One (1) day per each ten (10) weeks, up to a maximum of five (5) days.
During the officer's 2 <sup>nd</sup> through 4 <sup>th</sup> years:	On each anniversary date, the officer is credited with two (2) weeks of vacation he/she will earn during the following twelve (12) months.
During the officer's 5 <sup>th</sup> through 9 <sup>th</sup> years	Three (3) weeks credited.
During the officer's 10 <sup>th</sup> through 14 <sup>th</sup> years:	Four (4) weeks credited.
During the officer's 15 <sup>th</sup> year and each year thereafter:	Five (5) weeks credited.

**ARTICLE 25**  
**SICK LEAVE/PARENTAL LEAVE**

**SECTION 1:**

Sick leave is earned by each officer at the following rates for each period of continuous active paid service as a full-time Montague police officer:

During the officer's 1 <sup>st</sup> year, including Academy:	One (1) day per each five (5) weeks, up to a maximum of ten (10) days.
On each anniversary date of hire:	The officer is credited with fifteen (15) days of sick leave he/she will earn during the following twelve (12) months.

For the TOWN of MONTAGUE

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For the UNION, NEPBA Local 183

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