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AGREEMENT

BY AND BETWEEN

THE TOWN OF MONTAGUE

AND

THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 184

ON BEHALF OF

THE POLICE OFFICERS IN THE MONTAGUE POLICE DEPARTMENT
Sergeants

JULY 1, 2022 – JUNE 30, 2025

Final Agreement for Signature

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THE TOWN OF MONTAGUE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT, made and entered into at Montague, Massachusetts, by and between the Town of Montague, the Town or the Employer, and the New England Police Benevolent Association, Inc. Local 184, located in Chelmsford, Massachusetts, hereinafter designated and referred to as "the Union," which is an employee organization acting as the agent of the Employees in the bargaining unit, hereinafter designated and referred to as "the Employees."

WITNESSETH

WHEREAS, in the manner and to the extent provided in this Agreement, the Town, the Union and the Employees desire to enter into an agreement relating to wages, hours and other conditions of employment.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by each of the Parties of the terms and provisions of this Agreement, all as hereinafter set forth, the Town, the Union and the Employees hereby mutually and jointly agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

SECTION 1:
It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Union, to the Employees and to the Town, pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements concluded among the Parties during said negotiations are fully stated in this Agreement.

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SECTION 2:
The Union, the Employees and the Town agree that during the term of this Agreement, all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and limited to the provisions of this Agreement. Neither the Union nor the Town shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment, whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement; provided, however, that nothing in this Article shall in any way limit or restrict the rights and duties prescribed in the Grievance Procedure.

SECTION 3:
Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Employees who are in the current employ of the Department on and after the execution of this Agreement.

SECTION 4:
No addition to, alteration, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Town and by the Union.

SECTION 5:
By mutual agreement, in writing, between the Employer and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

SECTION 6:
The failure by the Town, the Department or the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provision.

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ARTICLE 2
RECOGNITION

SECTION 1:
Recognizing that the establishment and maintenance of the highest possible performance and service standards are essential to the community and the national interest, and that the legitimate and mutual interests of the Employees and the residents of the Town of Montague are directly related to the quality and efficiency of the facilities operated and the services provided by the Town, it is the intent and purpose of this Agreement to provide orderly collective bargaining relations among the Town, the Union and the Employees; to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time; to provide for the performance of work by the Employees in a conscientious and skillful manner which will further efficiency and economy of operation and quality of performance and to assure the continuity of operations, facilities and services under the jurisdiction of the Town.

SECTION 2:
Each of the Parties to this Agreement agrees that it is the duty of the Town, the Union and the Employees to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay, and for the purpose of improving efficiency in the administration of the facilities operated and the services provided by the Town, each Employee pledges that he will cooperate with the Town in conserving materials, tools, equipment and other property, aiding and encouraging reliable attendance, and in complying with the policies, procedures, regulations and standards described by the Town.

SECTION 3:
The Police Department and the Chief of Police of the Town of Montague will be designated and referred to as "the Department" and "the Chief" respectively. Local Union No. 184 of the New England Police Benevolent Association, Inc. will be designated and referred to as "Local 184" or "the Union."

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ARTICLE 3
UNION RECOGNITION

SECTION 1:
Subject to the terms and provisions hereinafter provided, and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Town during the term of and to the extent provided in this Agreement, recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment in the bargaining unit consisting of Sergeants, excluding full-time police patrol officers, the Police Chief and all commissioned officers, managerial, confidential and all other Employees of the Town of Montague.

SECTION 2:
Recognizing that the principal duties, functions and responsibilities of the members of the Department are to provide for the safety of the residents of the Town, and that the adequate and continuous performance of these duties, functions and responsibilities is indispensable to the public safety and welfare, it is agreed that nothing in this Article 3 or in this Agreement shall, in any way, limit or restrict the right of the Ranking Officers or the Special Police, to perform the work usually performed by the Patrol Officers or Ranking Officers, or the right of the Selectboard or the Chief to order the Ranking Officers or the Special Police to perform said work unless specifically modified by another Article of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS CLAUSE

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; lay off because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

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Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Selectboard and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of Employees, the work functions and the technology of performing them;
- to determine the numbers, types and grades of positions or Employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct Employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign Employees;
- to transfer, temporarily reassign or detail Employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion and retention of Employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- to lay off Employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of Employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

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- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge or take other disciplinary action against Employees;

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in the Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The Parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

ARTICLE 5
DUES DEDUCTION

The Employer agrees to deduct the monthly membership dues in such amounts as determined by the Union from wages of each Employee who is a member of the Union and who has executed and submitted to the Employer an authorization form for such deduction.

The Employer shall deduct such amounts in weekly deductions and shall remit on a monthly basis to the Comptroller-Treasurer, New England Police Benevolent Association, Inc., 7 Technology Drive, Suite 102, Chelmsford, Massachusetts 01863.

It is specifically understood and agreed that the Town of Montague, its officers and agents shall be saved harmless for such deductions under those circumstances as provided by the General Laws of the Commonwealth, Chapter 180, Section 17G.

ARTICLE 6
NO STRIKE, NO LOCKOUT

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During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, slow-downs, withholding of services or interference or interruption with the operations of the Department by any Employees or the Union; and there shall be no lock-outs by the Employer.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and claim by either Party against the other for a violation of this Article shall be subject to arbitration as provided for in Article 9 of this Agreement.

ARTICLE 7
UNION CONFERENCE LEAVE

The Department will allow two delegates to attend the NEPBA meeting, which shall occur once every four (4) years, for a period of three (3) consecutive days. The Employee will be protected against any loss of earnings if any of the meeting days coincide with the Employee's regular work schedule.

ARTICLE 8
BULLETIN BOARDS

The Employer shall provide a bulletin board at a location to be designated by the Employer, on its premises, for the purpose of posting official union notices only. Said notices shall not be of a controversial or political nature, nor contravene the Grievance Procedure or other provisions of this Agreement, and shall be submitted to the Employer's designated representative before posting.

ARTICLE 9
ADJUSTMENT OF GRIEVANCES

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SECTION 1:
The Town, the Union and the Employees agree that in the manner and to the extent provided in this Article, the exclusive method for the adjustment, processing and settlement of a grievance as defined in this Article is and shall be in accordance with the grievance and arbitration procedures prescribed in this Article. A grievance is defined as a claim or a dispute between the Town and either an Employee or the Union, pertaining to the application of or compliance with the express provisions of this Agreement. The Town, the Union and the Employees agree to observe and follow the procedure prescribed in this Article and, subject to the provisions herein, to be bound by any decision which shall be made in accordance with said procedure.

SECTION 2:
The grievance shall be in writing and signed by the aggrieved Employee on a form furnished by the Department and delivered to the Chief. The written grievance shall state the available facts concerning the alleged dispute, the provisions of this Agreement allegedly violated and the relief desired by the aggrieved Employee.

A grievance which is not presented to the Chief as provided in this Paragraph within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.

SECTION 3:
Except as otherwise specifically provided in this Agreement, a grievance as defined herein and otherwise subject to this Agreement, shall be processed in accordance with the following Grievance Procedure:

> STEP ONE: Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays named in Article 22, after the filing of the written grievance, a meeting will be held between the aggrieved Employee and the Chief, at which, at the request of the aggrieved Employee, one (1) representative of the Union may be present. In the event of the absence of or disability of the Chief, the person designated by him shall act in his behalf. Within five (5) days, exclusive of Saturdays, Sundays and the legal holidays, after the conclusion of the discussion between the Chief and the aggrieved Employee, the Chief or his designated representative, as the case may be, shall advise the aggrieved Employee, in writing, of the decision of the Chief concerning the grievance, bearing in mind that the best interests of the Department and of the public safety must be protected.

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STEP TWO: If the decision of the Chief does not resolve the grievance, or if the Chief does not answer in the five (5) day period, the grievance may, within an additional five (5) day period be presented to the Selectboard by notifying the Executive Assistant in writing. Within five (5) days of receipt of such notice, the Board will meet with the Grievant and the Union representative(s) and within five (5) days of the close of the meeting, the Board shall issue its decision on the grievance, in writing.

By mutual agreement, in writing, between the Employer and the Union, two (2) or more separate current grievances otherwise subject to this Agreement which involve the same matter or question and which affect a group or class of Employees, may be consolidated and processed as a single grievance; provided, however, that such procedure shall be subject to all the provisions of this Article. The Town or Department may institute a grievance by a notice, in writing, to the Union. Within five (5) days after mailing of said notice, the grievance shall be discussed by the Chief or his designated representative and a representative of the Union. If, within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the Chief, the grievance may be submitted to arbitration by the Town or the Department in the manner provided herein.

SECTION 4:
A grievance, which is not settled after the completion of the Grievance Procedure prescribed herein, may be submitted to arbitration in accordance with the following procedure:

(a) The request for arbitration may be made by the Union or by the Department, by notification in writing to the other Party, within five (5) working days after the date of final determination under the Grievance Procedure, as provided in Section 3, above.

(b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association, One Center Plaza, Suite 300, Boston, Massachusetts 02108, for the appointment of a panel of arbitrators and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) day period, the Department and the Union mutually agree upon an arbitrator.

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(c) The request for an arbitration shall state the provision of this Agreement allegedly violated and shall state the remedy or the relief sought by the Party requesting arbitration.

(d) Within twelve (12) working days after the mailing by the American Arbitration Association (AAA) of a panel of suggested arbitrators, the representatives of the Department and of the Union shall select an arbitrator in accordance with AAA's Labor Arbitration Rules.

(e) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the questions which are submitted; provided, however, that the arbitrator shall not have any authority to establish salaries or wage rates or conditions of employment; or add to, subtract from, modify or otherwise change the terms or provisions of this Agreement. The arbitrator shall not be empowered and shall have not jurisdiction to infringe upon or to limit the managerial functions, rights and responsibilities of the Chief or of the Town, or to base his Award on any alleged practices or oral understandings which are not incorporated in writing in this Agreement. The arbitrator may not award back pay or any other form of compensation for any period beginning earlier than ten (10) days prior to the filing of the written grievances as provided in Step Two, herein. The arbitrator shall not be empowered and shall have not jurisdiction to substitute his judgment or discretion for the judgment or discretion of the Department or of the Chief, in any case where the judgment or discretion is retained by or given to the Town, the Department or the Chief, under a provision of the Law. Subject to the provisions of this Article, the arbitrator shall have the authority to award compensatory damages.

(f) The arbitrator shall mail a written decision simultaneously to the Department and to the Union within fifteen (15) days after the final submission. Subject to the provisions of Section 4(e) of this Article, the decision by the Arbitrator shall be final and conclusively binding upon the Department, the Union and the aggrieved Employee or Employees.

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(g) The expense of the arbitration and the expenses directly related to the arbitration hearing shall be shared equally by the Town and by the Union except for witness and transcription costs.

SECTION 5:
By mutual agreement, in writing, between the Department and the Union, a grievance, otherwise subject to the Grievance Procedure and otherwise subject to this Agreement, may be directly submitted to arbitration as provided herein. The Parties need not arbitrate and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, Civil Service, Retirement Board or Massachusetts Labor Relations Commission litigation, unless the Party is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected Employees and by the other Party on a form agreeable to the Parties.

SECTION 6:
Except where an extension of time has been sought and obtained, the time limits herein are considered as maximum. If either of the Parties fails to or does not comply with the time limitations provided in Section 2 of this Article, then the grievance moves to the next Step.

SECTION 7:
The breach of any of the provisions of this Agreement shall, at the option of the Department, terminate the obligation of the Department to process a grievance or to arbitrate a dispute underlying the breach while the breach continues; provided, however, that the fact of the occurrences of said breach shall be subject to arbitration as provided in Section 4 of this Article.

ARTICLE 10
SENIORITY

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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, except as otherwise expressly stated in this Agreement.

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.

ARTICLE 12
PROBATIONARY PERIOD

SECTION 1:
Although the Parties understand and agree that the Massachusetts Civil Service law does not presently provide for a formal probationary period following promotion to a Sergeant and that Sergeants are held to a just cause standard of discipline, the Parties agree that there is a need for the Town to assess the performance of a newly-appointed individual while adjusting to a new command position and its commensurate responsibilities. Therefore, during the first six (6) months following promotion or lateral transfer into a Sergeant position, a newly-appointed Sergeant shall be required to meet with the Chief and/or the Lieutenant on a regular basis (at least once every two (2) months) for a performance review and he/she shall receive a final written performance evaluation at the conclusion of his/her six (6) month period.

SECTION 2:
A Sergeant who transfers into the unit will be paid at a Step which, by mutual agreement of the Town and the Union, properly reflects his/her total years of comparable service as a full-time Sergeant.

ARTICLE 13
JUST CAUSE

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The Employer will not discipline any Employee without just cause, nor will the Employer discriminate against any Employee with respect to promotion or assignment because of race, creed, color, sex, union membership, handicap, age or sexual orientation as protected under state and federal statutes. Any arbitrator or state agency with duly established jurisdiction under this Agreement that finds a Sergeant has been demoted, suspended or discharged without just cause shall have the authority to reverse or modify any penalty and make the Sergeant whole.

ARTICLE 14
HOURS OF WORK

SECTION 1:
Except those employees assigned to an administrative schedule (5 and 2), the weekly work schedule for each Employee will be based on a four-and-two (4-and-2) scheduling technique. It is expressly understood that, except for employees assigned to an administrative schedule, the weekly compensation received by the Employees under this Agreement will be based on a weekly average of the Employees' base yearly salary. Employees assigned to an administrative schedule shall be compensated for 40 hours per week. Each Employee's weekly schedule will be determined by the Chief of Police.

SECTION 2:
All work performed in excess of eight (8) hours in a given day, when approved by the Chief of Police or his designee, will be compensated for at one and one-half (1½) times the Employee's hourly rate.

SECTION 3:
All work performed beyond an Employee's regularly assigned work week will be paid at one and one-half (1½) times the Employee's hourly rate.

SECTION 4:
For the purpose of compliance with the Fair Labor Standards Act, the Department will be on a 28-day payroll period. This provision shall not affect the other overtime provisions in this Agreement.

ARTICLE 15
CALL-BACK TIME

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The Town agrees to maintain the current Departmental policy of guaranteeing a minimum of three (3) hours' pay at one and one-half (1½) times the Employee's regular hourly rate for all call-back assignments.

ARTICLE 16
COMPENSATORY TIME

By mutual agreement between the Town and an Employee, an Employee who has worked overtime may be granted compensatory time off in lieu of pay for the overtime. The time granted shall be calculated at the rate of one and one-half (1½) hours for each overtime hour worked.

An Employee can bank no more than two hundred (200) hours of compensatory time. Upon separation from employment, regardless of the reason, all banked compensatory time will be paid off to the Employee, or the estate in case of death, at the hourly rate in effect for the Employee at the time of the separation or death.

The Employee may access his/her banked compensatory time for use under the same conditions as are in effect for personal leave, provided that the use does not cause overtime cost to the Town, nor create a shortage of Sergeants that would create an emergency situation for the Town or a serious safety issue for the remaining Sergeants.

ARTICLE 17
OUTSIDE DETAILS

Outside detail pay will be the top Sergeant's overtime rate plus Two Dollars ($2.00), rounded to the nearest dollar. Time and one-half of the outside detail rate shall be paid for time worked beyond eight (8) hours and also for weekends and holidays. There shall be a four (4) hour minimum for all details, and a Sergeant held over the scheduled detail hours shall be paid a minimum of four additional (4) hours. If a detail is requested by a vendor with less than four (4) hours' notice, any work performed shall be paid at time and one-half the regular detail rate. Details canceled within three (3) hours of the scheduled reporting time will result in the assigned officer receiving four (4) hours of detail pay.

School Functions and Town DPW Jobs: Employees will receive their overtime rate with a three (3) hour minimum for school functions and street work

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where DPW Employees are performing the work. Thirty Dollars ($30.00) per hour with a three (3) hour minimum will be paid to reserve officers and officers not in this bargaining unit.

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. 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 19
LONGEVITY PAY

The following amounts will be payable on the Employee's anniversary date of employment, except that an Employee appointed as a full-time police officer after June 30, 1993 shall not be eligible for this benefit if he/she elects to receive incentive pay under Article 27 of the Agreement; and Employees hired as patrol officers after July 1, 2004 shall not be eligible for this benefit:

(1)	Two Years	$300.00
(2)	Five Years	$400.00
(3)	Ten Years	$500.00
(4)	Fifteen Years	$600.00
(5)	Twenty Years	$700.00
(6)	Twenty-five Years	$800.00
(7)	Thirty Years	$900.00

Upon retirement, an eligible Employee will receive a payment pro-rated from his/her anniversary date of employment.

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ARTICLE 20
UNIFORM ALLOWANCE

The Employer will during the life of this Agreement maintain a uniform allowance policy for the purchase or maintenance of police uniforms or approved court attire. The amount of money available to each Employee will be subject to the following limit:

Eleven Hundred Dollars ($1,100.00)

All uniforms purchased will comply with standards established by the Chief of Police, which shall be listed and made available to the Sergeants annually. It is expressly understood that all clothing and/or equipment (including cell phones) purchased with Town funds are and will remain the property of the Town of Montague. The uniform allowance will be increased to cover additional costs caused by any change by the Town in the standard uniform.

Up to twenty-five percent (25%) of the annual uniform allowance may be used toward membership fees in an approved health club membership and/or shooting range fees.

Once a Sergeant has given notice of resignation or retirement, he/she will no longer be eligible for the benefits under this Article.

ARTICLE 21
VACATIONS

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SECTION 1:
Vacation leave is earned by each Employee at the following rates for each period of continuous active paid service:

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

Vacation shall not accrue after the fourth (4th) week that an Employee is on unpaid leave or I.O.D. leave. Any adjustment of leave shall be made at the next anniversary date, or the date of termination, if earlier.

SECTION 2:
Compensation for annual vacation will be granted to Employees who separate their employment with the Town; said compensation to be determined according to accumulated time. Vacation leave taken but not yet earned by a Sergeant who retires, resigns or is otherwise terminated shall be deducted as an offset from any monies then owed to the Sergeant.

SECTION 3:
For the purpose of this Article, a week is expressly understood to consist of five (5) scheduled work days.

SECTION 4:
Vacations will be scheduled by the Chief of Police, and may be taken only at a time approved by the Chief. All vacation time must be taken within twelve (12) months of its being credited or such additional time that remains in the fiscal year in which the twelve (12) month period ends. Any accumulated time in excess of two (2) weeks not taken by that date shall be lost except that the Chief, for good reason, may approve a written request that excess vacation be carried over and used in the next fiscal year.

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A Sergeant will not be permitted to work any job on his vacation days or any regular scheduled days off between vacation days unless called in because of an emergency. Emergency can include calling in Sergeants on vacation when no other Sergeant, regular or special, is available to work.

SECTION 5:
Employees shall be allowed to receive compensation in lieu of vacation days in the following manner:

An Employee with less than 5 years of service.....0 days
An Employee with 5 but less than 10 years of service.....3 days
An Employee with more than 10 years of service.....5 days

ARTICLE 22
HOLIDAYS/BEREAVEMENT LEAVE

SECTION 1 – HOLIDAY LEAVE – FULL-TIME EMPLOYEES:

(a) Holiday leave shall be granted with full pay for all full-time Employees for the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas	Juneteenth

(b) Employees assigned to a 4 and 2 schedule will receive eight (8) hours' pay at their straight-time rate in addition to their regular weekly pay for each holiday in Section (a), even though he/she performs no work on that holiday, provided he/she has worked the scheduled day preceding and the scheduled day following the holiday, unless he/she has been excused by the Chief of Police for a bona fide illness on either or both of these days, subject however to Paragraph (d) of this Article. Employees assigned to an administrative schedule (5 and 2) shall receive one day of paid leave on each of the holidays listed above.

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(c) Sergeants who actually work said holiday will get an additional eight (8) hours' pay at straight-time.

(d) Holiday pay shall not be paid to an Employee who is on an unpaid leave of absence.

(e) If an Employee scheduled or assigned to work on one (1) of the paid holidays fails to work on said holiday, unless excused for a bona fide illness supported by proof that the Employer may require, he/she shall forfeit holiday pay and be subject to disciplinary action.

(f) If a holiday falls within an eligible Employee's vacation period, he/she shall be paid for the unworked holiday in addition to vacation pay, provided he/she works his/her last scheduled work day prior to the beginning of the vacation and his/her first scheduled work day after his/her vacation period ends, unless excused by the Chief for illness or for other legitimate reason. Such absence must be documented by whatever proof the Employer may require.

(g) Holiday pay received under the provisions of this Article will be in addition to compensation due for any work actually performed on the holiday (see Item (c)).

SECTION 2 – BEREAVEMENT LEAVE – FULL-TIME EMPLOYEES:
Full-time Employees shall, in the event of death in their immediate families, as defined herein, be granted up to a maximum of five (5) days with pay, due to absence from their regularly scheduled days of work, up to and including the day of the funeral, and also a subsequent day of interment if it should occur. For the purpose of this Section, "immediate family" means: spouse, child, parent, parent-in-law, brother, sister and grandparent. Employees claiming the foregoing shall provide reasonable written proof of death, and give any supporting proof that the Employer may request upon return from bereavement leave. In the event of the death of any other relative, the Employee shall be granted one (1) day of time off with pay to attend the funeral or other service.

ARTICLE 23
PERSONAL LEAVE

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Each full-time Employee will be allowed up to four (4) days per year awarded on the Sergeant's anniversary day, not to be deducted from sick leave and not to accumulate from year to year. Unused personal days are to be paid at the end of the year at Seventy-five Dollars ($75) each. A new Employee shall accrue one (1) personal day for each four (4) months of non-Academy service. Said personal leave is to be taken in whole or in half-day increments and is subject to adequate prior request to the Chief to allow scheduling of substitute coverage and for the following reasons:

(1) Court appearances.
(2) Mortgage closings.
(3) Medical appointments for spouse and children.
(4) Children's graduations.
(5) Children's weddings.
(6) Other acceptable reason as determined by the Chief.

ARTICLE 24
COURT APPEARANCES

An Employee who, while off duty, is required by the Employer to appear as a witness for the Commonwealth of Massachusetts in a criminal proceeding in a District, Juvenile or Superior Court shall be paid for not less than four (4) hours at his/her time and one-half rate of pay if the appearance is not cancelled before the close of business for the District Attorney's Office on the day before the scheduled Court time.

ARTICLE 25
SICK LEAVE/PARENTAL LEAVE

SECTION 1:
Sick leave is earned by each Employee at the following rates for each period of continuous active paid service:

During the Employee's 1st 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 Employee is credited with fifteen (15) days of sick leave he/she will earn during the following twelve (12) months.

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Sick leave shall not accrue after the fourth week that a Sergeant is on unpaid leave or I.O.D. leave. Any adjustment of sick leave shall be made at the next anniversary date, or the date of termination, if earlier. Sick leave taken but not yet earned by a Sergeant who retires, resigns or is otherwise terminated may be deducted as an offset from any monies then owed to the Sergeant.

SECTION 2:
Unused sick leave may accumulate to a maximum of 195 days, in addition to the current year's credit.

SECTION 3:
Sick leave is available for use as follows:

(a) By a Sergeant unable to work due to sickness or injury or by exposure to contagious disease, but not injury sustained in other employment;

(b) Employees eligible for and entitled to at least three (3) days of sick leave may use said three (3) days' sick leave for required care of an immediate family member. A physician's verification may be required by the Chief of Police and additional days may be granted at the discretion of the Chief, and based on said verification;

(c) Parental Leave as provided under Section 7 of this Article.

SECTION 4:

(a) Sick leave records shall be maintained by the Department on a form provided for this purpose.

(b) Each day's sick pay will be calculated based on an Employee's straight-time hourly rate of pay. Sick leave is to be taken in whole-day or half-day increments.

(c) Notification of absence due to illness must be made as early as possible on the first (1st) day of absence to the Chief of Police.

SECTION 5:
Should the Chief of Police, with the approval of the Selectboard, feel that it may be necessary, he may require, at the Town's expense, an examination by a physician of

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their choice, and the results of this examination may determine the continuation of paid sick leave.

SECTION 6:
Upon an Employee's retirement, the Town will buy back twenty-five percent (25%) of unused sick leave at the retiree's straight-time day rate. The amount of the buyback shall not exceed $3,500.

SECTION 7 – PARENTAL LEAVE:
An eligible Employee who has completed at least three (3) months of employment is entitled to eight (8) weeks of parental leave as provided under the Massachusetts Parental Leave Act (M.G.L. Chapter 149, Section 105D) for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the Employee who is adopting or intending to adopt a child. Eligibility and administration of such leave is determined as provided under the law. The Employee shall give at least two (2) weeks' notice to the Employer of the anticipated date of departure and the Employee's intention to return, or provide notice as soon as practicable if the delay is for a reason(s) beyond the individual's control. The Employee shall be accorded full pay and benefits under the period of such leave to the extent he/she has available sick leave, vacation or personal leave to apply to the absence.

At the expiration of the parental leave, the Employee shall be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave Employees in the same or similar position in the Department have been laid off through no fault of their own, the Employee on leave will be extended the same rights or benefits, if any, to Employees of equal length of service in the same or similar position in the Department.

Parental leave of up to twelve (12) weeks per year is available to all Sergeants who qualify therefor under the Family and Medical Leave Act.

ARTICLE 26
INSURANCE

SECTION 1:

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The Town of Montague maintains a contributory group insurance plan, which plan shall continue its coverage for eligible Employees covered by this Agreement, to the extent such plan is maintained by the Town of Montague. Hospital/Medical Insurance and Life Insurance Plans shall be offered to all full-time Employees of the Department in accordance with the plan in effect by the Town of Montague.

SECTION 2:
The Town shall establish and maintain an Insurance Advisory Committee pursuant to General Laws Chapter 32B, and may implement changes in the Hospital/Medical/Life insurance plans after complying with the provisions of the law for Committee consultation; provided, however, that the Union shall have the right to appoint a representative of its selection as a member of the Committee.

SECTION 3:
The Employee contribution toward health insurance premiums will be twenty percent (20%), with the remaining eighty percent (80%) to be paid by the Town.

ARTICLE 27
INCENTIVE PAY

SECTION 1:
The Town will pay an incentive pay to all full-time members who have successfully completed the Academy for earned college education credits according to the following schedules and requirements applicable only to base hourly rates. The provisions of this Article shall not apply to overtime, holidays, extra-duty coverage or any other compensation outside of the Employee's normal scheduled hours.

Courses to be taken to fulfill requirements for incentive pay must be presented for the Selectboard's approval in advance of undertaking same. Degrees must be obtained in the field of criminal justice, law enforcement or job-related field approved by the Selectboard.

To claim eligibility for this incentive pay benefit, the Sergeant involved must submit proper transcripts from an accredited college in order to document the satisfactory completion of the course(s) involved and certification from the State Board of Education must be obtained.

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Base salary increases for permanent full-time Sergeant(s) who has commenced the program leading to a degree after September 1, 1976 is to be granted according to the following schedule:

- Ten percent (10%) for an Associate's Degree or sixty (60) points earned toward a Baccalaureate Degree.
- Twenty percent (20%) for a Baccalaureate Degree.
- Twenty-five percent (25%) for a Master's Degree or Law Degree.

It is further understood by the Parties that such percentage increase shall in total, including any previously earned increase, not exceed fifteen percent (15%) for an Associate's Degree, twenty percent (20%) for a Baccalaureate Degree, thirty percent (30%) for a Master's Degree or Law Degree and that only one (1) Degree will be recognized for incentive pay purposes.

SECTION 2:
As an incentive for Sergeants to maintain a high level of physical fitness, the Town will provide a bonus of Five-Hundred Dollars ($500.00) to each Employee who passes a Town-designated physical fitness test in any year. The Town shall be the sole decision-maker as to the contents, grading and passing standards for the test. The test shall be voluntary and no Employee shall be required to take the test nor disciplined for failure to take or pass the test. No grievance may be filed with respect to any test-related issue arising out of this section; provided, however, that it is understood that the actual taking of the test shall be considered to be in the line of duty for purposes of M.G.L. Chapter 41, Section 111F.

ARTICLE 28
INJURY LEAVE

The Town will comply with the provisions of M.G.L. Chapter 41, Section 111F respecting Sergeants injured on duty. A Sergeant whose I.O.D. leave exceeds four (4) weeks in length will thereafter not continue to accrue leave or vacation benefits, but shall not lose any leave or vacation benefits accrued and unused up to that date. After the four (4) weeks, the Sergeant shall not be entitled to shift differential pay and any uniform allowance shall be reduced pro-rata.

ARTICLE 29
LEAVE WITHOUT PAY

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Leave without pay may be granted to Employees with extended illness, military leave in excess of two (2) weeks, and other legitimate reasons approved by the Chief of Police, subject to final approval by the Selectboard.

It is further understood that an Employee who is granted leave without pay under the provision of this Article will receive no other benefits and all time spent under such leave will not be counted toward the Employee's seniority or length of service as applied in other Articles of this Agreement.

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

ARTICLE 30
PYRAMIDING OF PAY

No Employee shall be entitled to premium and overtime pay or the duplication of premium pay, or the payment of benefits for the same time worked.

ARTICLE 31
MISCELLANEOUS

SECTION 1:
Each Employee, whether actually working or on a leave of absence, shall keep the Department advised, on a form furnished by the Department, of his/her correct address and telephone number, if he/she has a telephone or has the use of a telephone. The mailing of a notice to the address furnished to the Department by an Employee, as provided in this Paragraph, shall be deemed to be compliance by the Department with any provision of this Agreement which requires notice to an Employee.

SECTION 2:
The Union and the Employees recognize (1) the necessity that the Employee report for work regularly and on time, and (2) that absenteeism and tardiness seriously affect the efficient operation of the Department. An Employee who is not able to report for work at the scheduled starting time on a day on which he/she is scheduled to work shall notify the Department as far in advance as possible, and in any event, not less than one (1) hour prior to the scheduled starting time. In the event of continued tardiness, absenteeism or the failure to comply with the provisions of this Paragraph by an Employee, the Department may invoke disciplinary action, including reprimand, suspension or discharge, and such Employee shall not be

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entitled to the benefits of sick leave as provided for any period of absence which is not reported to the Department within the time prescribed in this Article.

SECTION 3:
The Employer will, during the life of the Agreement, maintain current Town policy for mileage reimbursement for Employees who, with Department approval, use their personal automobile while in the performance of their regularly assigned duties.

SECTION 4:
The members of the Montague Police Department and the New England Police Benevolent Association, Inc. acknowledge the fact that they, as a body, accept and adhere to the tenets of community policing, a philosophy and an organizational strategy that promotes a new partnership between the citizenship and police. Community policing is based on the premise that both the police and the community must work together to identify, prioritize and solve contemporary problems such as crime, drugs, fear of crime, social and physical disorder and overall neighborhood decay, with the ultimate goal of improving the quality of life in the community.

ARTICLE 32
SUBSTANCE ABUSE

The purpose of this program is to establish the fact that the Town of Montague and its Employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency.

No drug testing of Employees shall be permitted on a random or universal basis, except as hereinafter provided. Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. It is recognized that the drug and alcohol testing constitutes an investigation and therefore the Employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Drug and alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate testing shall be permitted and the results shall be held in confidence subject to the Review Committee's decision as hereinafter provided.

The Chairman of the Selectboard or in his absence his nominee, the Department head, or designee in the Department head's absence, shall provide a suspected Employee and the Union (Sergeant designated by the Union), if

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applicable, with a written report evidencing their reasonable suspicion within a reasonable time in advance of the proposed test.

The Employee may initiate a review of the directive to be tested. The directive shall be reviewed by a Committee of four (4), comprised of two (2) full-time Union officials, Town counsel or his nominee, and an individual with training in drug/alcohol, agreed upon by both Union and management.

The Committee will review evidence brought against the suspected Employee, and only after a majority of members of the Committee vote in favor shall testing be required or confirmed. Three (3) or more members shall constitute a quorum. The Committee shall meet and vote within two (2) days of notice to the Union.

The Employee shall be provided with a test sample at the time the testing is conducted. Testing to be performed is to be the more expensive, highly accurate nature, so as not to subject the Employee to more stress and embarrassment from a false positive result of the less expensive test.

The Parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and Union officials with a compelling need for this information.

The following information shall be provided to the Employee:

1. A copy of the testing program procedures.
2. A description of the sample-gathering protocol.
3. A list of tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

The basis for the directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an Employee's condition are the following:

1. Balance: sure/unsure/questionable

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2.	Walking:	steady/unsteady/questionable
3.	Speech:	clear/slurred/questionable
4.	Attitude:	cooperative/uncooperative/questionable
5.	Eyes:	clear/bloodshot/questionable
6.	Odor of alcohol:	none/strong/questionable

It is required that the observations of these objective facts by a supervisory Employee be documented in a form signed by the supervisor. In addition, there should be a place on the form for the supervisor to document other relevant facts, such as admissions or explanations by the Employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and the rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or informant, the reliability of the facts of information, the degree of corroboration, the results of Town inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An Employee deemed impaired or incapable of performing assigned duties.

2. An Employee experiencing excessive vehicle or equipment accidents.

3. An Employee exhibiting behavior inconsistent with previous performance.

4. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.

5. An Employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

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If the Review Committee concludes that further drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within three (3) months on a random basis as determined by the Town in the Town's sole discretion and on Town time. If these procedures are not followed, Employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without Committee review based upon reasonable suspicion as hereinbefore provided.

If drug testing is warranted, an Employee may voluntarily participate in a rehabilitation program as a substitute for the said permitted three (3) months random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol and drug testing shall be final and binding and not subject to the Grievance and Arbitration Procedure. The test sample taken from the Employee shall be secured by the Town physician, the Nurse Practitioner or a testing laboratory designated by the Town and the Union. Failure to provide the test sample as directed will result in disciplinary action.

In the event that the test proves negative, the Employee will be paid double-time for all time used in this process.

Termination of employment is appropriate where an Employee has been offered the rehabilitation options set forth herein and has thereafter failed a test lawfully required; or where the Employee operated a vehicle under the influence; or where the Employee fails to be tested within the established time limit or otherwise interferes with the testing process. In the absence of such circumstances, the following procedure is to be offered to the Employee.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this Article that an Employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient

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basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The Employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

It is agreed that the Parties will make every effort to protect privacy and confidentiality. The Parties will develop a specific plan to protect privacy.

ARTICLE 33
DURATION

Subject to an appropriation by the Town meeting, as provided for in Section 7(b) in Chapter 150E of the Massachusetts General Laws, the provisions of this Agreement shall take effect July 1, 2022 and shall continue in full force and effect until and including June 30, 2025. The Employer and the Union agree to commence negotiations not later than February 1, 2025 for a new or amended Agreement to supersede or take the place of this Agreement. If negotiations for a successor Agreement are not completed by June 30, 2025, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.

IN WITNESS WHEREOF, the Town of Montague has caused this Agreement to be executed in its behalf by the Selectboard, and by the duly designated Chief of its Police Department, both duly authorized, and the New England Police Benevolent Association, Inc. has caused this Agreement to be executed in its behalf by the President of its Local Union No. 184, duly authorized at Montague, Massachusetts, on the _____ day of _____, 2023.

TOWN OF MONTAGUE:

NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION, INC.:

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By DocuSigned by: Peter J. Lapachinski 2A9BDFEF39224B6...
President of its Local Union No. 184

By DocuSigned by: Richard Kuklewicz 04F180E52F454A4...
Chairman, Selectboard

By DocuSigned by: Jake Dlugosz 8FE0ED8901E246C...

By DocuSigned by: B95AD386A3AC4C4...
Member

By

By
Member

By

By DocuSigned by: Christopher Williams F46FBF5C14EA45E...
Chief of Police

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APPENDIX "A"
COMPENSATION

SECTION ONE:

Effective July 1, 2022 (3.0% increase):

Grade:	1	2	3	4
Sergeant:	32.47	33.75	35.09	36.49
Staff Sergeant:	36.03	37.48	38.98	40.53

Effective July 1, 2023 (2.5% increase):

Grade:	1	2	3	4
Sergeant:	33.28	34.59	35.97	37.40
Staff Sergeant:	36.93	38.42	39.95	41.54

Effective July 1, 2024 (2.5% Increase):

Grade:	1	2	3	4
Sergeant:	34.11	35.45	36.87	38.34
Staff Sergeant:	37.85	39.38	40.95	42.58

Effective July 1, 2018, this scale reflects an additional hazardous duty stipend of 0.5% added to the regular base rate of pay on the schedule for all unit members. This rate shall also be included in the base rate for overtime calculation purposes. The purpose of this stipend is to reimburse unit members for the evolving hazardous working conditions inherent in their job, which may change over time, including, but not limited to, responding to medical emergencies that may require the use of CPR, defibrillation (including with AEDs) or the administration of medication or medical procedures such as the administration of NARCAN and/or EpiPens or exposure to hazardous substances.

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SECTION TWO:

Wage/salary schedule and step increases, shall go into effect on July 1 or such other date as established by this Agreement. Newly hired and transferred/promoted employees must be working for the Town in their new grade/step for a period of 3 months prior to receiving a negotiated step increase for their new grade/position or else they are not entitled to any such increases until the effective date of step increases in the following fiscal year.

SECTION THREE:

A shift differential will be paid as follows:

3:00 p.m. - 11:00 p.m.	$1.00 per hour
11:00 p.m. - 7:00 a.m.	$1.25 per hour

SECTION FOUR:

When unit members are promoted/assigned to a new position that results in a move to another pay scale in the labor agreement, the unit member will be placed on the Step on the new scale that allows for a ninety-five cent (95¢) per hour increase (or yearly equivalent if not an hourly position).

SECTION FIVE:

Sergeants who are assigned to the position and perform the functions of on-call detective shall receive an annual stipend in the amount of $1,500.00. This amount shall be pro-rated for sergeants assigned to on-call duty for only a portion of the fiscal year.