

May 6, 2019  
Selectboard Executive Session  
Town Hall, 1 Avenue A, Turners Falls  
Time: 8:00 PM

**Executive session in accordance with G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining (NEPBA), votes may be taken**

**Documents and Exhibits:** MOU Between Town of Montague and NEPBA, Local 184 Patrol & Detectives, MOU Between Town of Montague and NEPBA, Local 184 Sergeants

**PRESENT:** Selectpersons Chris Boutwell, Michael Nelson, and Rich Kuklewicz, Town Administrator Steven Ellis, and Executive Assistant Wendy Bogusz

Ellis reviews and discusses with the Board the updated Memorandums of Agreement between the Town of Montague and the NEPBA's Local 184's Sergeants Unit and Patrol and Detectives Unit. Topics discussed include shift differentials, the fitness incentive, union conference leave, substance abuse testing, disciplinary action for individuals with substance issues, vacation and separation pay, work with the American Arbitration Association, and the Steps scale.

There is a meeting with NAGE on Thursday.

*Nelson makes the move to sign the Memorandums of Agreement between the Town of Montague and the NEPBA's Local 184's Sergeants Unit and Patrol and Detectives Unit. Seconded by Boutwell, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

*Nelson makes the motion to adjourn Executive Session. Seconded by Boutwell, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

*Nelson makes the motion to adjourn the regular session at 8:36 PM. Seconded by Boutwell, unanimously approved. Nelson - Aye, Boutwell - Aye, Kuklewicz - Aye*

Approved:

☒ Boutwell

☒ Kuklewicz

☒ Nelson

Release to the Public:

☒ Yes

☐ Not Yet

8/23/21 Date

Date Released to the Public: 9/15/21

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF MONTAGUE  
AND  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 183  
(PATROL & DETECTIVES)**

The Town of Montague ("Town") and the New England Police Benevolent Association, Local 183 ("Union"), having engaged in negotiations for a successor collective bargaining agreement and having now reached an agreement on same, hereby agree to the terms of a new collective bargaining agreement, which is to be effective from July 1, 2019 through June 30, 2022, and which shall carry forward all of the written provisions of the parties' agreement expiring on June 30, 2019 except as modified by the following:

**1. APPENDIX A (COMPENSATION)**

Amend wage scales in Section 1 to reflect the following changes:

Effective July 1, 2019 – 1.5% across-the-board cost-of-living adjustment  
Effective July 1, 2020 – 0% across-the-board cost-of-living adjustment  
Effective July 1, 2021 – 1.5% across-the-board cost-of-living adjustment

Amend wage scales in Section 1 to reflect the following changes:

Effective July 1, 2020 – Add Step 8 (maintaining previous scale steps 1-7)

Amend Section 3 to read as follows:

A shift differential will be paid as follows:

3:00 p.m. - 11:00 p.m.	<del>\$.50</del> <u>0.75</u> per hour
7:00 p.m. - 3:00 a.m.	<del>\$.60</del> <u>0.90</u> per hour
11:00 p.m. - 7:00 a.m.	<del>\$.70</del> <u>1.00</u> per hour

**2. ARTICLE 27 (INCENTIVE PAY)**

Amend the first sentence of Section 2 to read as follows:

"As an incentive for officers to maintain a high level of physical fitness, the Town will provide a bonus of ~~Two Hundred and Fifty~~ Five Hundred Dollars (~~\$250~~ 500.00) to each Employee who passes a Town-designated physical fitness test in any year.

### 3. ARTICLE 7 (UNION CONFERENCE LEAVE)

Amend to read as follows:

“The Department will ~~maintain the current policy of allowing~~ allow one two delegates to attend ~~either the NEPBA or M.P.A. annual meeting, which shall occur once every four (4) years (but not both), 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.”

### 4. ARTICLE 32 (SUBSTANCE ABUSE)

Amend the following paragraph to read as follows:

“Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. ~~Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to their job.~~ Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.”

Delete the following paragraph:

“The Town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.”

### 5. ARTICLE 21 (VACATIONS)

Amend Section 2 to read as follows:

“Compensation for annual vacation will be granted to Employees who ~~retire, die or are laid off for reasons other than just cause~~ separate their employment with the Town; ~~said compensation to be determined according to accumulated time.~~ Vacation leave taken but not yet earned by an officer who retires, resigns or is otherwise terminated ~~may~~ shall be deducted as an offset from any monies then owed to the officer.”

### 6. ARTICLE 12 (PROBATIONARY PERIOD)

Amend to read as follows:

“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, to a limit of six (6) months, ~~so that every officer shall serve a probation period of at least six (6) months after graduation from the Academy.~~ 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."

**7. ARTICLE 9 (ADJUSTMENT OF GRIEVANCES)**

Amend second paragraph of Section 2 to read as follows:

"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 822, after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived."

Amend Paragraph (d) of Section 4 to read as follows:

"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 attempt to jointly agree on select an arbitrator. ~~In the event that the Parties fail to agree on an arbitrator, the Parties shall each, alternatively, strike one (1) name until one (1) name on the panel remains. That name shall be the name of the arbitrator.~~ in accordance with AAA's Labor Arbitration Rules."

**8. ARTICLE 33 (DURATION)**

Amend to read as follows:

"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, ~~2016~~2019 and shall continue in full force and effect until and including June 30, ~~2019~~2022. The Employer and the Union agree to commence negotiations not later than February 1, ~~2019~~2022 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, ~~2019~~2022, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed."

TOWN OF MONTAGUE  
By its Selectboard

NEW ENGLAND POLICE BENEVOLENT  
ASSOCIATION, LOCAL 183

\_\_\_\_\_  
Rich Kuklewicz, Chair

\_\_\_\_\_  
Christopher Boutwell

\_\_\_\_\_  
Michael Nelson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF MONTAGUE  
AND  
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 184  
SERGEANTS**

The Town of Montague ("Town") and the New England Police Benevolent Association, Local 184 ("Union"), having engaged in negotiations for a successor collective bargaining agreement and having now reached an agreement on same, hereby agree to the terms of a new collective bargaining agreement, which is to be effective from July 1, 2019 through June 30, 2022, and which shall carry forward all of the written provisions of the parties' agreement expiring on June 30, 2019 except as modified by the following:

**1. APPENDIX A (COMPENSATION)**

Amend wage scales in SECTION 1 to reflect the following changes:

Effective July 1, 2019 – 1.5% across-the-board cost-of-living adjustment  
Effective July 1, 2020 – 0% across-the-board cost-of-living adjustment  
Effective July 1, 2021 – 1.5% across-the-board cost-of-living adjustment

Amend wage scales in Section 1 to reflect the following changes:

Effective July 1, 2020 – Remove Step 1/Add Step 5; renumber 4-step scale.

Amend SECTION THREE to read as follows:

A shift differential will be paid as follows:

3:00 p.m. - 11:00 p.m.	<del>\$.50</del> <u>0.75</u> per hour
7:00 p.m. - 3:00 a.m.	<del>\$.60</del> <u>0.90</u> per hour
11:00 p.m. - 7:00 a.m.	<del>\$.70</del> <u>1.00</u> per hour

Add SECTION 5 to read as follows:

"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."

2. **ARTICLE 27 (INCENTIVE PAY)**

Amend the first sentence of Section 2 to read as follows:

“As an incentive for Sergeants to maintain a high level of physical fitness, the Town will provide a bonus of ~~Two Hundred and Fifty~~ Five Hundred Dollars (\$~~250~~500.00) to each Employee who passes a Town-designated physical fitness test in any year.”

3. **ARTICLE 7 (UNION CONFERENCE LEAVE)**

Amend to read as follows:

“The Department will ~~maintain the current policy of allowing~~ allow one two delegates to attend ~~either the NEPBA or M.P.A. annual meeting, which shall occur once every four (4) years (but not both), 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.”

4. **ARTICLE 32 (SUBSTANCE ABUSE)**

Amend the following paragraph to read as follows:

“Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. ~~Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to their job.~~ Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.”

Delete the following paragraph:

“The Town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.”

5. **ARTICLE 21 (VACATIONS)**

Amend Section 2 to read as follows:

“Compensation for annual vacation will be granted to Employees who ~~retire, die or are laid off for reasons other than just cause~~ separate their employment with the Town; said compensation to be determined according to accumulated time. Vacation leave taken but not yet earned by an officer who retires, resigns or is



otherwise terminated ~~may~~shall be deducted as an offset from any monies then owed to the officer.”

6. **ARTICLE 9 (ADJUSTMENT OF GRIEVANCES)**

Amend second paragraph of Section 2 to read as follows:

“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 822, after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived.”

Amend Paragraph (d) of Section 4 to read as follows:

“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 attempt to jointly agree on select an arbitrator. ~~In the event that the Parties fail to agree on an arbitrator, the Parties shall each, alternatively, strike one (1) name until one (1) name on the panel remains. That name shall be the name of the arbitrator.~~ in accordance with AAA’s Labor Arbitration Rules.”

7. **ARTICLE 33 (DURATION)**

Amend to read as follows:

“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, ~~2016-2019~~ and shall continue in full force and effect until and including June 30, ~~2019~~2022. The Employer and the Union agree to commence negotiations not later than February 1, ~~2019-2022~~ 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, ~~2019~~2022, the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed.”



TOWN OF MONTAGUE  
By its Selectboard

NEW ENGLAND POLICE BENEVOLENT  
ASSOCIATION, LOCAL 184

\_\_\_\_\_  
Rich Kuklewicz, Chair

\_\_\_\_\_  
Christopher Boutwell

\_\_\_\_\_  
Michael Nelson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_