

May 15, 2019
Selectboard Executive Session
1 Avenue A, Turners Falls, MA
5:15 PM

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

RE: Anticipated executive session in accordance with G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining (NEPBA, U.E. and NAGE) Votes may be taken

Documents and Exhibits:

- NEPBA MOU Patrol & Detective showing changes
- NEPBA MOU Sergeants showing changes

Kuklewicz opens the meeting at 5:15 PM

Kuklewicz declares holding meeting is open session will be detrimental to the public good.

Nelson makes the motion to go into executive session in accordance with G.L. c. 30A, §21(a)(3), to discuss strategy with respect to collective bargaining for NEPBA. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Nelson – Aye, Kuklewicz – Aye

We received word that the Police Officers weren't going along with their union reps; they wanted their step a year earlier. Consequently, it wasn't as bad as we thought it would be. Discussion and review of NEPBA handout that reflects the change

Nelson makes the motion to accept and endorse the revised Memorandum of Agreement between the Town of Montague and the New England Police Benevolent Association, Local 184 Patrol and Detectives and Sergeants Units. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Nelson – Aye, Kuklewicz – Aye

Nelson makes the motion to adjourn the meeting at 5:56 PM. Seconded by Boutwell, approved unanimously. Boutwell – Aye, Nelson – 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.	\$.50 <u>0.75</u> per hour
7:00 p.m. - 3:00 a.m.	\$.60 <u>0.90</u> per hour
11:00 p.m. - 7:00 a.m.	\$.70 <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: _____

664722/19200/0099

**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.	\$.50 <u>0.75</u> per hour
7:00 p.m. - 3:00 a.m.	\$.60 <u>0.90</u> per hour
11:00 p.m. - 7:00 a.m.	\$.70 <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 (~~\$250500.00) 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:

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

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Amend second paragraph of Section 2 to read as follows:

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TOWN OF MONTAGUE
By its Selectboard

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 184

Rich Kuklewicz, Chair

Christopher Boutwell

Michael Nelson

Dated: _____

Dated: _____

664723/19200/0099

NEPBA Contract Proposal Cost Analysis

Projection Generated May 2, 2019

Past and New Wage Obligations		Current Obligation Wages w existing Steps A	New Obligations				Revised Total Wages A+B+C E	Added Cost Due to Contract (E-A)+D
COLA STEP	Base Year		Cumulative COLA Cost B	New Step Cost C	Other New Costs D			
FY19		879,073						
FY20	1.5%	904,534	13,604		5,046		918,138	18,650
FY21	1.5%	922,153	27,926		5,046		950,080	32,972
FY22	0.0% Add 1	935,243	28,345	24,480	5,046		988,069	57,871
								109,493

Total % Increase in Wage Cost		Revised Total Wages E	Effective Increase, Dollars	Effective Increase, Percent
COLA STEP				
FY20	1.5%	918,138	39,065	4.4%
FY21	1.5%	950,080	31,942	3.5%
FY22	0.0% Add 1	988,069	37,989	4.0%
Total			108,996	

NEPBA Contract Cost for Discussion

Selectboard Executive Session

15-May-19

Previous Agreement: 1.5, 1.5, 0+step

Wage Obligations			Current Obligation	With New Contract	Annual Net Cost	Annual Increase
FY19	COLA	STEP	879,073			
FY20	1.5%		904,534	918,138	39,065	4.4%
FY21	1.5%		922,153	950,080	45,545	3.5%
FY22	0.0%	Add 1	935,243	988,069	65,916	4.1%

Revised Agreement: 1.5, 0+step, 1.5

Wage Obligations			Current Obligation	With New Contract	Annual Net Cost	Annual Increase
FY19	COLA	STEP	879,073			
FY20	1.5%		904,534	918,138.01	39,065	4.4%
FY21	0.0%	Add 1	922,153	952,585.97	48,052	3.8%
FY22	1.5%		935,243	987,987.85	65,835	3.8%