

Memorandum of Agreement

by and between the
New England Police Benevolent Association, Inc., Local 82,
and
The Town of Natick, Massachusetts

The Town of Natick (“the Town”) and the New England Police Benevolent Association, Inc., (“Local 82”) hereby agree to modify the collective bargaining agreement between the Town and Local 82, with the changes agreed to by the parties’ negotiating teams and set forth below.

WHEREAS, the Town and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. **Article X – Wages**

Effective July 1, 2022	Two percent (2%) increase
Effective July 1, 2023	One percent (1%) increase
Effective July 1, 2024	Two percent (2%) increase

2. **Article XV – Educational Incentive & Reimbursement**

Effective July 1, 2023 Change Section 1 to read as follows:

Regular full-time officers, who earn degrees in a law enforcement field or criminal justice or job related assignment applicable, shall receive educational incentive pay as follows:

A 10% increase for an associate’s degree in law enforcement field or criminal justice or job related assignment, or sixty credits earned toward a baccalaureate degree in law enforcement field or criminal justice or job related assignment;

A 20% increase for a baccalaureate degree in law enforcement field or criminal justice or job related assignment, and

A 25% increase for a master’s degree in law enforcement field or criminal justice or job related assignment, or a Juris Doctorate.

Such pay shall be included in base/annual in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes and shall be part of their bi-weekly compensation.

Effective July 1, 2023 delete Section 2 (A); Re-letter Section (B) to (A) and Section (C) to (B)

3. **Article XVI -In-service Training Incentive**

Replace current language to read as follows:

Effective July 1, 2023 in addition to other compensation to which an officer is entitled to receive in accordance with the terms of this Agreement, the salary for all members shall be

increased by 4% at each step of the salary scale, and such increase shall be deemed base pay for all purposes. Each member shall complete 24 hours of in-service training annually, on their own time. Such training shall be approved in advance by the Chief of Police. Any officer who fails to complete such training within the annual period shall be docked the equivalent of 16 hours of earned leave, not including sick leave.

4. **ARTICLE XVII- HOLIDAYS**

Effective July 1, 2023 Change Paragraph 1 to read:

Whenever an employee works a full tour of duty on any of the holidays enumerated above, they shall receive eight (8) hours' pay at their regular hourly rate as holiday pay, except they shall receive sixteen (16) hours pay at their regular rate as holiday pay for Thanksgiving *and Christmas*.

Effective July 1, 2023 Change Paragraph 2 to read:

Whenever any of the holidays listed above falls on an employee's day off or during their vacation, they shall receive an extra eight (8) hours' pay at this regular hourly rate, as holiday pay, except they shall receive sixteen (16) hours pay at their regular rate as holiday pay for Thanksgiving *and Christmas*.

5. **Article XXIII - CLOTHING & EQUIPMENT ALLOWANCE & MAINTENANCE**

Effective July 1, 2024 increase Clothing maintenance to \$800

6. **ARTICLE XXV- PERSONAL LEAVE**

Effective July 1, 2024, change paragraph two to read:

In addition to the other provisions of personal leave, six (6) personal days shall be credited annually to each member of the Union.

7. **Rescinding of Civil Service**

The Union will not oppose the Town's application to the Legislature of the Commonwealth of Massachusetts to exempt the Union's bargaining unit positions from G.L. c. 31, Civil Service. The warrant article to revoke Civil Service will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's acceptance of the Civil Service laws (Chapter 31) for the regular or permanent members of the Natick Police Department. The parties acknowledge that Chapter 4, section 4B provides that revocation of Civil Service "shall not affect any contractual or Civil Service rights which have come into existence between the Town and any employee of the Police Department as a result of the original acceptance". This shall not impair the civil service status of any superior officer in the town of Natick. The employees covered by this Agreement who were appointed prior to this agreement to shall retain their Civil Service Rights now in effect and regulated by Chapters 13 and 31 of the General Laws of Massachusetts.

8. **New Article XLII – Discipline**

New Article to read as follows:

Employees will not be disciplined or discharged without just cause. An employee who has been disciplined or discharged may elect to appeal their discipline or discharge to binding arbitration or civil service, but not both. Employees hired after the signing of this agreement who do not

retain their Civil Service status will only be allowed to elect binding arbitration to settle their dispute in accordance with the grievance procedure of this Agreement and pursuant to the provisions of Section 8 of Chapter 150E

9. **New Article XLIII– Layoff, Separation, Demotion and Recall**

New Article language to read as follows:

Effective upon the signing of this agreement and an affirmative vote of the Legislature, the Town and the General Court of the Commonwealth of Massachusetts have revoked the acceptance of Civil Service for the employees covered by the Agreement, except that this revocation shall not impair the civil service status of any employees covered by the Agreement who were appointed prior to the date of this Agreement and who shall retain their Civil Service Rights now in effect and as regulated by Chapters 13 and 31 of the General Laws of Massachusetts.

Natick Supervisors, New England Police Benevolent Association, Inc Local 82 members who retain their Civil Service status will not be bound by Layoff, Abolition of Position or Recall provisions in this new article and shall retain all layoff and recall rights under Civil Service. Any new member no longer covered by Civil Service shall be covered by the new language in this article.

For purposes of this Article only, the term "Seniority" shall mean length of continuous service within Natick Supervisors New England Police Benevolent Association, Inc Local 82 bargaining unit.

If a permanent employee in the position of Lieutenant or Sergeant is to be separated from such position because of lack of funding or abolition of position they shall be separated from the position according to their Seniority in the bargaining unit and shall be reinstated in the same unit and in the same position or similar position to those formerly held by them, according to such Seniority, so that employees senior in length of service shall be retained the longest and reinstated first. Members separated from positions under this section shall be reinstated prior to the appointment of any other applicants to fill such positions or similar positions.

In any such case, any action by an appointing authority to separate a tenured employee from their position for the reasons of lack of funding or abolition of positions shall give a thirty (30) day advanced notice of the contemplated separation to the employee in writing; a copy of such shall also be given to the Union. Any such employee who received written notice of an intent to separate them from their position for such reasons, may, as an alternative to such separation, file with the appointing authority, within seven days of receipt of notice, a written consent to their demotion to a position in the next lower title in succession in the official service if, in such lower title, there is an employee junior to them in Seniority. As soon as sufficient funds are available, any employee so demoted shall be restored, according to Seniority in the unit, to the position in which they were formerly employed.

A demoted employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of Seniority with the employee with the highest level of Seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of their intention to return to the Natick Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived their right of recall permanently and absolutely Any employee so recalled shall be available to work within twenty-one (21) calendar days of

mailing notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police, in their sole discretion. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate in order to determine that the recalled employee is capable of performing the job duties, in the Chief's sole discretion. If, based on the results of such examination or investigation, the Chief of Police determines that such employee is not capable of performing the job duties, the Chief of Police may rescind the offer of recall and shall provide the employee with a written statement of their reasons for the rescission.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided that all active bargaining unit employees are given an opportunity to take the class before the laid off employee. Laid off employees, who are otherwise no longer employed by the Town in any capacity, shall sign a Release of All Claims arising from the training on a form provided by the Town as a condition of attendance of such Town-sponsored training sessions and/or courses. This form will indicate that the individual is participating on an unpaid voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

10. **Article XXLIV- Promotional Process**

New Article language to read as follows:

Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism. A promotion is an investment in the future, not only for the Department, but also for the employees who will be supervised and guided by the promoted member.

It is the policy of this Department to recommend promotions based upon an employee's training, experience and merit. The Select Board is the Appointing Authority, and promotions are processed under the direction of the Chief of Police.

No employee will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category. When a vacancy occurs which effects members of the Union, the Town shall fill the position within a reasonable amount of time from the date the position becomes vacant.

Eligibility

To be eligible for the Lieutenant's examination the candidate must be a full-time Permanent Police Officer for the Natick Police Department a minimum of five (5) years and a full-time Permanent Natick Police Sergeant for two (2) years.

This new language will not become effective until the expiration of any current Civil Service promotional lists for the rank of Lieutenant, and the signing of this Collective Bargaining Agreement. If the Town neglects to call for an Assessment Center test upon the expiration of the current Civil Service Sergeant's list, then that list will stand until the date of the new Assessment Center test.

Effective upon the signing of this Agreement, and the expiration of any current promotional lists through Civil Service, the Town and the Natick Supervisors, New England Police Benevolent Association, Inc Local 82 agree that the Promotional Process for promotion to Lieutenant will be conducted as follows:

A. The Town and the Union agree that the system to be used as the method of testing, evaluating and ranking of candidates for promotion to Lieutenant will utilize an Assessment Center.

B. Applicants participating in the promotional process testing will be given a minimum of six (6) months written notice of the Natick Police Department's intent to participate in a promotional examination process.

C. The Assessment Center shall constitute eighty percent (80%) of the applicant's final score. Education and Experience shall constitute twenty percent (20%) of an applicant's final score. Veteran status and service to our country can be considered, but no extra point will be added to a candidate's final score.

D. Education and Experience Scoring shall be as follows:

Police Officer (Any Agency)	Time as Sergeant
25+ Yrs – 36	46
21-24 Yrs – 33	42
16-20 Yrs – 32	39
11-15 Yrs – 31	36
5-10 Yrs - 30	33
	2-5yrs 30
Degree (Highest Attained)	
Law/JD - 15	
MA-CJ - 12	
MA-Oth - 11	
BA-CJ - 10	

Active Duty Military Service - 3

E. Assessment Center Components

The components of the assessment center testing shall be selected from, but not limited to the following:

- a. Handling a citizen complaint
- b. Interview with an underperforming or troubled employee
- c. Tabletop scenario for incident command
- d. Event planning
- e. Participation in a community meeting
- f. Addressing a media inquiry
- g. Timed question and answer of common police events
- h. In-basket
- i. Command team meeting
- j. Take home/overnight written assignment

F. The Town and the Union shall both participate in the selection of an assessment center consultant to act as the facilitator of the assessment center process ("the vendor"). If the Union

and the Town do not agree on a vendor, then the Town Administrator will make the final determination.

The vendor shall use a masking procedure to guarantee candidates are anonymous. In order to establish a promotional list, the Town shall call for a promotional exam for Lieutenant two (2) years from the date of any previous promotional list. If there is a vacancy in a particular rank and no candidates exists on the established list, an Assessment Center may be called sooner than two (2) years, consistent with the six (6) months' notice requirement stated in paragraph B above.

G. All components of the assessment center shall be videotaped. The Town will work with the vendor to assure the tapes are retained until the end of the appeal period, at which time they will be made available for the applicants for review. If applicants do not request a review of their tapes within (30) days from the end of the appeal period, the vendor may destroy the audio/video recordings. Any audio/ video of the Assessment Center held by the vendor shall be made available as evidence in the appeal process.

H. There is no cost to the officer associated with the Assessment Center testing by the Town.

I. The Chief and the Union agree that if an interview process is used for an opening there shall only be one (1) interview allowed of each candidate unless a new candidate becomes eligible for an opening.

J. The Chief of Police shall make a written recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience, including veteran status
2. Sick Leave record;
3. Disciplinary record of the employee;
4. Work ethic and initiative.

K. Final Selection

The Select Board is the appointing authority and shall determine the final selection of a candidate for promotion. The parties agree that the Union shall have the right to grieve and arbitrate alleged violations of the Promotion Procedure, provided that any grievance that is filed adheres to the grievance procedure in Article IV of the Collective Bargaining Agreement.

No individual who is not a member of the bargaining unit shall have the right to grieve any aspect of the Promotion Procedure. No individual shall have the right to arbitrate alleged violations of the Procedure without the approval of the Union. The arbitrator will not have the right to order a particular candidate to be promoted, but will have the right to have the promotional process re-done. The Select Board's decision on promotion will stand until the new promotional process is complete. If the officer who was originally promoted is not selected after the new promotional process, he/she shall be returned to the previous rank held.

The Union shall, on behalf of any candidate who is a member of the bargaining unit, file an appeal of the promotional process in accordance with Article VII. All grievances under this promotional process will start at Step II.

11. **Article XXIV – Extra Paid Details**

Add new paragraphs at the end of section 1.

Traffic Constables - If there are insufficient sworn police officers to handle available details on a given tour of duty, after utilizing the above process, then approved Traffic Constables may be utilized. If a detail that was assigned to a sworn Natick Police Officer is canceled in a timely manner, as per detail distribution policy then the sworn Natick Police Officer will be reassigned to a detail that has been assigned to a Traffic Constable. No Traffic Constables shall work a "security" detail or a detail that requires a police cruiser.

Nothing in this section shall alter the Police Chief's presently existing authority to determine the appropriate level of traffic control measures on such projects and/or activities. Nothing in this Section is intended to deal with traffic control measures undertaken on projects in which a Commonwealth entity is the awarding authority pursuant to St. 2008, c.86 and pertinent regulations and guidelines promulgated there under, as amended.

12. Article XXXVIII – Duration of Agreement

This contract shall extend from July 1, 2022 to June 30, 2025 and shall continue in force and effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than two hundred (200) days or less than sixty (60) days prior to the expiration date as set forth above. After receipt of notice by either party, a conference will be held within thirty (30) days between the Town and Local 82's Negotiation Committee for the purpose of negotiating such amendments, modifications or termination.

13. Housekeeping:

- A. Remove all obsolete date references.
- B. Revise Article VI Payroll Deduction of Service Fee

This agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this ____ day of March 2023,

TOWN OF NATICK,
By its ~~Bargaining Team~~, **SELECT BOARD**
duly authorized,

Bruce T Evans

DR

Michael J. Decker

Kathryn M. Chappell

Richard S.

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 82,
By its Bargaining Team, duly authorized,

Jason J. ...

Christ J. Fode

Y. Fode
