

AGREEMENT
BETWEEN
TOWN OF EAST LONGMEADOW
AND
NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION
LOCAL 198

JULY 1, 2024 THROUGH JUNE 30, 2027

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ARTICLE 1

AGREEMENT

This Agreement is made between the Town of East Longmeadow acting by and through its Town Manager (hereinafter referred to as the "Town" or the "Employer") and the New England Police Benevolent Association, Local 198 (hereinafter referred to as the "Union"). This Agreement is entered into pursuant to the provisions of Chapter 150E of the Massachusetts General Laws.

ARTICLE 2

RECOGNITION AND UNION REPRESENTATION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to salaries, wages, hours and other conditions of employment for all full-time patrol officers and full-time sergeants in the Police Department of the Town of East Longmeadow, but excluding any special, reserve or auxiliary police.

The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent and negotiate and bargain collectively for all employees within the bargaining unit.

Pursuant to such representation, the Employer will allow an employee who serves on the bargaining committee the opportunity to attend any bargaining session with the Employer that may be scheduled during his/her regular hours of work without loss of pay while so engaged, with the provision that he/she notify the Chief twenty-four (24) hours in advance of the date and place of such absence for such purpose.

ARTICLE 3

DUES AND CHECK-OFF

The Town agrees to deduct the Union dues monthly from the pay of employees who sign authorization cards so providing. Such deduction will be in accord with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws.

There shall be no payment of Union dues on a compulsory basis as long as the U.S. Supreme Court's decision in Janus v. AFSCME remains effective.

ARTICLE 4

NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee with respect to promotion, assignment or any other matter relating to wages, hours or working conditions because of race, creed, color, age, sex or union membership or union activities or lack of union membership, or because the employee filed or processed any grievance under this Agreement or instituted any proceeding under any State or Federal Statute relating to wages, hours or conditions of employment. All employees covered by the terms of this Agreement shall receive equal and full protection hereunder.

ARTICLE 5
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically abridged or limited by the provisions of this Agreement, the Town Manager, acting through and by the Chief of the Department, has and will continue to retain, whether exercised or not, all of the rights, powers and managerial authority heretofore vested in them. The Town Manager shall have the responsibility, obligations and prerogatives of management of the Police Department. Such rights shall include but not be limited to:

- (a) To determine the selection, care and use of equipment and property of the Town.
- (b) To establish, alter and supervise Departmental policies.
- (c) To establish or discontinue Departmental procedures.
- (d) To select, appoint, promote and otherwise evaluate Department personnel.
- (e) To prescribe and establish reasonable rules and regulations for the maintenance of good order and efficient operation of the Department.
- (f) To determine work assignments and establish, alter or eliminate work schedules, locations, or function in accordance with municipal or departmental needs.
- (g) To select the uniforms to be worn by police officers.

The manner of exercise of such rights may be subject to the Grievance Procedure contained in this Agreement but the rights of management shall not be subject to review in the Grievance Procedure.

ARTICLE 6
BULLETIN BOARD

The Union shall be permitted a space of four feet by four feet for notices on the bulletin board in the training room. Such notices may include general information relative to Union office elections as well as general business notices of the unit.

It is agreed that no derogatory material as to any person or group of persons will be posted thereon at the direction of or with the approval of the unit.

ARTICLE 7
NO STRIKES

The Town and the Union both recognize that it is unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services, and it is agreed that neither the Union, its officers or agents, nor any employee covered by this Agreement shall engage in any such act or activities.

ARTICLE 8
MAINTENANCE OF BENEFITS

Benefits relating to present conditions of employment not specifically enumerated in this Agreement that are extended to employees with the authority of the Town Manager shall continue to remain in effect.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1:

Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement, unless specifically excluded by this Agreement, shall be settled in the following manner:

Step 1:

The grievant, Union President or his designee shall reduce the grievance in writing and present it to the Chief, or in the absence of the Chief, to the next superior officer in charge within seven (7) days of the date of the grievance or their knowledge of its occurrence.

The written grievance shall contain a statement of the grievance and the facts involved, the provisions of this Agreement alleged to be violated and the remedy requested.

The Chief, or next superior officer in charge, shall attempt to adjust the dispute and shall render a written decision within seven (7) days from receipt of the grievance.

Step 2:

If the grievance has not been resolved or if the Chief has failed to render a decision within the time provided, the Union may present it in writing to the Town Manager within five (5) days from receipt of the decision from the Chief or next superior officer or the expiration of time when such decision was due, whichever is later. The Town Manager or their designated representative shall meet with the parties to the grievance within fifteen days after receipt of the grievance and shall render a decision in writing, stating the basis for such decision within fourteen (14) days from the date of such meeting.

Step 3:

In the event that the grievance is not resolved at Step 2, the Union may notify the Town Manager in writing that it intends to submit the grievance to arbitration. Such notice shall be served within ten (10) days after receipt of the decision as outlined in Step 2 or the expiration of the time fixed for such decision, whichever is later. Arbitration will be initiated within twenty (20) days of notice thereof.

Arbitration of any grievance under this Procedure shall be before an Arbitrator mutually agreed

upon by the Union and Town Manager and if no agreement can be made then before an Arbitrator to be appointed by the American Arbitration Association and in accord with its rules. Such proceedings, whenever feasible, will be held in East Longmeadow and the expense will be borne equally by the parties hereto, The Arbitrator's decision will be in writing and shall state his findings of fact, reasoning and conclusion. Such decision shall be final and binding upon the Town, the employee and the bargaining unit; however, nothing contained herein shall deny to either party any legal action in order to gain relief from, or to enforce rights under any arbitration findings.

The Arbitrator shall be without power or authority to make any award the terms of which are in conflict with other express provisions of this Agreement or any rules or regulations of the Department, the Civil Service Commission or the Retirement Board.

No grievance or dispute within the jurisdiction of some other administrative body shall be arbitratable under any section of the contract.

Section 2:

Grievances not processed within the time periods set forth herein shall be deemed to have been waived. The parties may agree to time extensions by mutual agreement.

Section 3:

The Town, Union or grievant shall have the right to be represented by counsel at their own expense at all stages of the proceedings.

Section 4:

The grievant shall not suffer loss of pay for time spent during their regular hours of work in attendance upon a meeting as set forth in Steps 2 and 3 above.

Section 5:

The Town shall have the right, within its discretion, to require any arbitration other than a discharge to follow the Expedited Arbitration process under the AAA rules. Subject to the approval of the Union, discharge matters may also be submitted to Expedited Arbitration.

ARTICLE 10 **DISCIPLINE AND DISCHARGE**

An employee beyond the probationary period, in the event of disciplinary action shall be disciplined, suspended, discharged, dismissed or removed in accord with provisions of law relating thereto.

A letter of reprimand entered into an employee's file will be removed after the passage of two (2) years wherein no other intervening disciplinary action was taken, imposed and sustained.

An employee requested to submit a special report which may tend to incriminate them in a criminal proceeding shall have the right to consult an attorney and/or a Union representative before submitting such report.

If a superior officer has reason to orally reprimand an employee, they shall do so in a manner that will not unduly embarrass the employee before the public or fellow employees.

ARTICLE 11

SENIORITY AND EXTRA WORK

Seniority: The parties agree that as the word "seniority" is used in this clause, as well as other provisions of this Agreement, that such word shall mean continuous service in the Police Department of the Town. It is mutually recognized that the term "seniority" under Civil Service Statute, rules and regulations thereof and matters pertaining to Civil Service will be governed by the definition of "seniority" as set forth under applicable Civil Service law.

Section 1:

The Town and the Union recognize that the principal factors in job assignments are the efficiency and integrity of the Police Department and the Town retains its inherent managerial rights to the appointment, promotion, assignment and transfer of employees. The Town, however, in making shift assignments of uniformed patrol officers will give due consideration to an employee's seniority, physical condition, personal hardship and particular abilities when making such assignments. Therefore, when such a shift assignment is made, if the efficiency of the Department will not, in the Chief's judgment, be affected and the other factors are equal, the senior patrol officer shall be given the assignment.

In the uniform service as to classifications of sergeant as well as patrol officers, there is hereby established a semiannual shift bid program. Between the periods of November 1st and December 1st to be effective in the succeeding January, and May 1st and June 1st to be effective in the succeeding July, employees, within classification, may bid by seniority in grade, into a uniformed position on another shift. The effective date of each bid will be the first Sunday following January 1st and July 4th, respectively. Employees will bid the desired shift by seniority.

In the changeover week, i.e., first pay periods of January and July, the Town will be held harmless for overtime by an employee who had bid into another shift who, as a consequence of the shift change, may be required to work in excess of four (4) consecutive days or forty (40) hours in a payroll period due to the changeover from one shift to another. An employee who due to the changeover works less than forty (40) hours will not be paid less than his/her weekly pay. It will be the responsibility of such employee to work his/her complete hours as well as the hours of work in the initial week of the changeover. The same obligation will be imposed on the employee who has been caused to change his/her shift.

Section 2:

An outside detail is defined for the purposes herein as a tour of duty outside the regular hours of work, which detail arises on the request of a third party outside the Department and paid for by such third party. This includes details requested and paid for by other Town Departments.

Officers working Outside Details shall be paid a minimum of four (4) hours. If the detail goes beyond four (4) hours the Officer will be entitled to an eight (8) hour minimum.

The rate of pay for outside paid detail shall be time and one half (1 ½) the hourly rate at top sergeant's rate at twenty-five (25) years of service plus one and one half dollars (\$1.50) per hour, effective after the execution of this agreement.

Officers who work a detail for over eight (8) hours shall be paid at a time-and-one-half (1.5) rate of the applicable outside detail rate for the hours worked in excess of eight (8) hours.

The rate of overtime pay for officers working extra details not paid for by the Town on the holidays specified in Article XV shall be double the Outside Detail rate.

Detail pay for the Independence Day Parade shall be the regular (not holiday) Outside Detail rate.

Employees engaged in outside details shall, as in all other instances, comply with the orders of superior officers while performing such outside details. Nothing herein shall prevent assignment of superior officers to supervise outside paid details.

The Town Manager may establish of list of special officers, including retired officers for the purpose of filling vacant outside details in accordance with the above paragraph.

In accord with the provisions of such Law, there is hereby established an administrative fee of ten percent (10%) which will be paid by the person, firm or organization requesting such private detail to the employer.

Any entities requesting detail shall give two (2) hours' notice or more to cancel a detail and that if the notice is less than two (2) hours then the officer(s) assigned to the detail will be paid a four (4) hour minimum by the contracting entities.

Section 3:

All extra work assignments shall be offered first to officers on their days off who have been off eight (8) consecutive hours since their last tour of duty and who will be off at least eight (8) hours prior to the start of their next regularly scheduled shift or extra work assignment, and who shall be given the right of first refusal on a seniority basis. If no officer on their day off is willing to take the entire shift, it may be divided, allowing an officer to work either half of the 8-hour shift before officers who are not on their day off are considered. Then it shall be offered, on a seniority basis, to all officers who are not on their days off but are able to perform such extra work assignments without interfering with their normal shift assignment. No officer shall work more than twelve (12) consecutive hours unless an emergency situation arises requiring the presence of the officer, in which case the officer shall remain on duty until the officer's service is no longer required. Officers can voluntarily work up to 16 consecutive hours, but then must be off for at least 8 hours before their next tour of duty or extra work assignment.

If an extra work assignment cannot be filled voluntarily, the least senior officer working on a shift contiguous to the unfilled shift shall be held over or called in, but no officer shall be required to work more than twelve (12) consecutive hours. If the officers working on shifts contiguous to the unfilled assignment are ineligible to work, the least senior officer not on day-off status will be required to work the assignment. As a last resort, the least senior officer on day-off status may be required to work the

assignment. Officers who are working an extra work assignment on their day off will maintain their day off status for purposes of a forced shift hold over or call in. Officers using a Vacation Day as listed on their Vacation Bid will be ineligible to be ordered in for the period of 8 hours before through 8 hours after their prior-bid Vacation shift.

An extra work assignment is defined for the purpose herein as a fill-in of a regularly scheduled tour of duty and/or any other detail scheduled by the Department and paid for by the Town.

There will be no monetary remedy for errors in the distribution of outside details, overtime, or extra work assignments.

Section 4:

The Union agrees to the use of a computer software program and/or private vendor to manage outside detail requests, postings, issuance, and billing. The Union acknowledges that such programs may not be able to conform completely with the current issuance rules, and agrees to be open to adjustments to their issuance rules, whether requested by the Chief, the private vendor, or from the Union, provided that any adjustments be approved by the Union Executive Board prior to implementation. Shift supervisors will regularly monitor the program to ensure its compliance with existing rules.

ARTICLE 12
HOURS OF WORK

Section 1:

The hours of duty of the Department may consist of four (4) shifts: first (0700- 1500 hours), second (1500-2300 hours), third (2300-0700 hours) and fourth (1900-0300 hours).

Section 2:

- (a) The regular hours of work for police officers assigned to regular uniform duty shall consist of four (4) consecutive days work and two (2) consecutive days off.
- (b) The court officer works first shift, Monday through Friday concurrent with the work week of the court will receive an additional day off each two months - six days annually in addition to the eleven holidays - in consideration of working the Monday through Friday schedule. The six days will be credited to the court officer one at a time for each two months actually assigned and actually worked as the court officer.
- (c) The fifth uniform sergeant shall work two third shifts and two second shifts 1500 to 2300. The sixth sergeant shall be assigned to the first shift and will perform administrative duties for two days and serve as shift supervisor for the other two days of his/her four day work cycle. In the event of a public safety or fiscal emergency, the sixth sergeant may be assigned otherwise if the operational needs of the Department so require. The parties agree that this provision does not obligate the Town to retain a specific number of sergeants.

- (d) The School Resource Officer (SRO) will be assigned to the first shift, Monday through Friday concurrent with the work week of the East Longmeadow Public Schools. Hours may be flexed by mutual agreement with the Chief to account for after-school events the SRO should attend. He/she will receive an additional day off each two months - six days annually in addition to the eleven holidays - in consideration of working the Monday through Friday schedule. The six days will be credited to the SRO one at a time for each two months actually assigned and actually worked as SRO.
- (e) The Department will modify the position of Detective/Sergeant (formerly Court Officer/Sergeant) and create the position of Detective who will work the first shift.

Each shall receive a stipend of \$20.00 per week, but these positions will remain Sergeant and Patrol Officer for all contractual and Civil Service purposes. The detective position shall be posted for all interested applicants. The Detective Bureau will work the same days as the Court Officer and have similar work schedule (section b).

An employee shall be paid his/her regular weekly salary for working this standard work schedule throughout a seven (7) day calendar week.

Section 3:

All employees shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any employee who declines to work overtime on a voluntary basis. Employees shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event that time does not permit substitution of volunteers, such additional personnel as are deemed necessary by the Chief of Police or his designee shall be required to work overtime on an assigned basis. For such service, the employee will be compensated at a rate of pay applicable as provided for herein in Article 13, Section 3.

Section 4:

For the purposes of training (in the patrol and non-patrol services), as well as the accommodation of non-patrol functions (i.e., the safety officer and specific investigative work scheduling), a program of temporary duty is hereby established to be conducted under the following conditions:

- (1) The temporary duty may replace the officer's regular shift if the duty is performed on the same workday. Under this circumstance, the temporary duty day will be for the entire eight (8) hours.
- (2) Temporary duty performed in excess of the regular eight (8) hour work day shall be paid at the rate of time and one half (1 1/2). The workday is understood to include the time required for the actual duty performed (e.g., the time of the training session) and in the case of an out-of-town assignment, the actual travel time expended.
- (3) The officer has a choice to accept overtime payment in the form of money or time. The Chief may ask for a prior commitment from the officer as to what form the payment will be taken. If the form of payment is in time, the Chief may also ask for a commitment as to when the time will be taken.

- (4) It is understood that the Chief may offer opportunities for officers to participate in certain activities, such as specialized training and community policing events that are voluntary in nature, and prior to those opportunities the Chief may outline the terms of overtime compensation in total hours, and pay or time, that will apply.

Section 5 – Interchange of Shifts:

Any officer desiring to exchange his/her day off may do so if he/she can "swap" with another officer having the day desired, subject to the approval of the Chief. Such "swap" will not entitle either participant to additional compensation for overtime to the financial disadvantage of the Town.

Section 6:

Any time a day is mentioned in the collective bargaining agreement, such as sick, holiday, personal or vacation days, a day shall be interpreted as seven and one-half (7.5) hours.

**ARTICLE 13
PAY**

Section 1 -Weekly Pay:

FY 2025 (July 1, 2024 – June 30, 2025) 2.5% COLA increase on July 1, 2024

FY 2026 (July 1, 2025 – June 30, 2026) 2.5% COLA increase on July 1, 2025

FY 2024 (July 1, 2026 - June 30, 2027) 2.5% COLA increase on July 1, 2026

Duration: 3 year agreement from July 1, 2024 – June 30, 2027

Positions	Hourly Rates			
	FY 2024 Rate	FY 2025 Rate	FY 2026 Rate	FY 2027 Rate
	As of 7/1/2023	As of 7/1/2024	As of 7/1/2025	As of 7/1/2026
	2% Increase	2.5% Increase*	2.5% Increase	2.5% Increase
Entry Level	\$28.0890	\$30.7106	\$31.4784	\$32.2654
After One Year (Including Academy)	\$31.8345	\$34.8057	\$35.6758	\$36.5677
After Two Years	\$34.2488	\$37.4454	\$38.3815	\$39.3410
Senior Patrol	\$37.1245	\$40.5895	\$41.6042	\$42.6443
Sergeant	\$44.4245	\$48.5708	\$49.7851	\$51.0297

*Calculations for FY25 include switch to 37.5 hour work-week.

In accord with prior practice, bi-weekly pay will be calculated as an average of hours scheduled to be

worked over the six (6) week cycle.

Section 2 – Additional Consideration

As consideration for this additional compensation, the Union agrees to fully cooperate to achieve the following:

- a) Accept the substantive and editorial contract language amendments referenced in Exhibit 1, (Exhibit attached) of the MOA dated 8/27/24, which have been incorporated herein.

Section 3 - Certain Rates of Pay:

Field Training Officers (FTO): Officers who are trained and certified as Field Training Officers (FTO) will be compensated an additional 1 hour of overtime per 8-hour shift (or pro rata) while assigned with a trainee.

Section 4 - Overtime, Extra Work Assignments or Call-in Pay:

- (a) All assigned, authorized or approved services outside of an employee's regularly scheduled tour of duty (other than off-duty paid police details or court time) including service on a scheduled day off or during vacation periods, shall be deemed overtime service and employees shall be compensated therefor at the rate of time and one-half (1.5) their straight-time hourly rate of pay.
- (b) Overtime service shall not include an out-of-town tour of duty which substituted for a regularly scheduled tour of duty by mutual agreement between Employer and employee nor shall it include a swapped tour of duty between individual employees by their mutual agreement with the Chiefs approval.
- (c) For purposes of calculation of overtime under FLSA, the payroll period shall consist of twenty-eight (28) days as provided by the law. Each fiscal year shall start the twenty-eight (28) day period, resulting in one (1) overlap period bridging the following year. This subsection is for the establishment of a FLSA pay period only. It shall not add, subtract or change in any way any overtime provisions contained in the collective bargaining agreement.

Section 5 - Call-Back:

There will be a minimum payment of four (4) hours when an employee is called in or called back. This four (4) hour minimum of overtime service is to apply when an employee has left his/her place of employment (i.e., is off duty) after having completed his/her regular shift and is called in prior to four (4) hours preceding the commencement of his/her next shift.

In case of additional staff being needed to be called in for an unforeseeable emergency and where time is of the essence to have additional staff utilized, the Chief of Shift Supervisor may forgo the seniority rights outlined in Article 11, Section 3 and utilize officers that are able to report for such emergency in a timely manner.

These provisions do not expand overtime that is an extension of the shift at the end or preceding

the work day. An employee may be held over or called before the shift and until the shift starts without subjecting the employer to a four (4) hour minimum. This clause is not to permit pyramiding or duplication of overtime and/or premium rates of pay provided for within this contract, if any.

The Chief may offer assignments that are scheduled with prior notice and are voluntary in nature, such as specialized training, community policing events, etc.; such assignments will be paid in overtime increments of one hour, or in terms otherwise defined by the Chief.

The minimums will not apply for officers called in to fix deficiencies in reports.

Officers called in while off duty for a meeting with the Chief or his designee will be compensated in overtime increments of one hour.

Section 6:

Consistent with the exiting practice of the parties to this Agreement, pyramiding of regular base pay with other forms of premium compensation under this Article is prohibited.

ARTICLE 14 **LONGEVITY**

Employees who have completed ten (10) or more years of service in the Department shall be provided an annual longevity benefit, payable the first week of December, in the amount of:

- | | |
|---|----------------|
| 1. After Ten (10) years of service: | 1% of base pay |
| 2. After Fifteen (15) years of service: | 2% of base pay |
| 3. After Twenty (20) years of service: | 3% of base pay |
| 4. After Twenty-Five (25) years of service: | 4% of base pay |
| 5. After Thirty (30) years of service: | 5% of base pay |

ARTICLE 15 **HOLIDAYS**

The following days will be recognized and observed as holidays for employees covered under this Agreement:

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

Officers shall receive pay for each holiday on the pay period following the actual holiday.

ARTICLE 16
PAID TIME OFF

Section 1 - Vacation:

An employee who reaches his/her anniversary date of employment shall, for the purposes of determining his/her vacation period, be deemed to have worked for the whole year and shall receive the following vacation:

<u>Service on Anniversary Date</u>	<u>Vacation</u>
(a) One (1) year	two (2) weeks
(b) Five (5) years	three (3) weeks
(c) Ten (10) years	four (4) weeks
(d) Fifteen (15) years	four (4) weeks and one (1) day
(e) Sixteen (16) years	four (4) weeks and two (2) days
(f) Seventeen (17) years	four (4) weeks and three (3) days
(g) Eighteen (18) years	four (4) weeks and four (4) days
(h) Nineteen (19) years	five (5) weeks

The above vacations shall be predicated upon the basis of five (5) days of vacation for each week indicated and the word "week" shall be defined as calendar week. Employees who have not scheduled and gotten approved vacation time from the Chief by May 1st will be subject to Departmental scheduling of any vacation not taken by that date.

The vacation period shall extend from July 1st through June 30th and the number of employees permitted to take vacation periods simultaneously will be discretionary with the Chief. The minimum number of employees on the same shift allowed to take a vacation at the same time will be two (2). The Chief's discretion will govern whether more than two (2) may be allowed to go at one time.

Vacation periods will be granted by seniority. On April 1st of each year, a vacation schedule will be posted. Employees will request their vacation preference for the vacation year commencing July 1st between April 1st and May 1st. Seniority of service will govern the granting of periods requested. An employee who does not assert a vacation preference between such dates will not be entitled to the seniority preference he/she would otherwise enjoy.

It is the express desire of the unit that vacation periods granted for Christmas week will be on a rotating seniority basis from year to year so that the most senior officer on a shift who has not had the benefit of vacation during such week will be entitled to such vacation benefit and the succeeding year the next most senior will rotate into first preference for so exercising such vacation option so that no one employee will annually monopolize the taking of such week as vacation.

With the permission of the Chief, each employee may carry over up to one (1) week of unused vacation to the next fiscal year. No permission is necessary for an employee whose anniversary date for additional vacation is in May or June to carry over a newly-credited week into the next fiscal year. Employees shall also have the option, on notice to the Chief no later than June 1st of any year, to sell back to the Town up to one (1) week of vacation, payment to be provided no later than the payroll containing the first week of the immediately following July.

Employees who have not scheduled and gotten approved vacation time from the Chief by May 1st will be subject to Departmental scheduling for the vacation time not scheduled and approved by that date; such time must be requested in advance, there is no seniority preference for competing requests and therefore requests will be considered by the Chief on a first-come, first-served basis, and in the absence of an emergency shall be submitted twenty-four (24) hours in advance of the time(s) requested, except for flex days available to current employees, as follows:

- Employees with two (2) weeks' vacation may use two (2) vacation days without requiring twenty-four (24) hour prior approval.
- Employees with three (3) weeks' vacation may use five (5) vacation days without requiring twenty-four (24) hour prior approval.
- Employees with four (4) weeks' vacation may use eight (8) vacation days without requiring twenty-four (24) hour prior approval.
- Employees with five (5) weeks' vacation may use ten (10) vacation days without requiring twenty-four (24) hour prior approval.

Section 2 - Sick Leave:

Employees shall be credited with thirteen (13) sick days annually on July 1st. Unused sick leave as of such date is accumulated without limitation. Unused sick leave or personal leave is forfeited upon an Officer's separation of employment.

Sick Leave with pay shall be granted subject to the following provisions:

- (a) Sickness of any employee is a condition precedent for the taking of such leave and eligibility for payment hereunder except as otherwise provided below.
- (b) The Chief or his designee may investigate and ascertain the validity of any request for sick leave and approve the request for same prior to sick leave payment.
- (c) A physician's certificate may be required by the Department of the employee's physician for sick leave requests involving a holiday, a weekend or for a duration of three (3) consecutive work days. A weekend shall be defined as 11:00 p.m. Friday through 11:00 p.m. Sunday.
- (d) Officers requesting non-emergency use of sick leave will give the Chief seventy- two (72) hours' written notice. Non-emergency use of sick time shall apply to medical or dental appointments.

Personal Leave:

The Chief or Supervisor may grant use of up to three (3) paid personal days per year for justifiable personal reasons. Such days may not be accumulated or carried over into another contract year. The three (3) paid personal days will not be deducted from an employee's accumulated sick leave.

Section 3 - Court Time:

An employee who while off duty is required to appear as a witness for the Commonwealth in a criminal

case in District, Juvenile, or Superior Court shall be compensated at a time-and-one-half (1½) hourly rate of pay while in attendance, with a minimum payment of four (4) hours' pay at a time-and-one-half (1.5) hourly rate of pay; except that where such appearance is contiguous to actual work hours, such employee shall be paid for actual time in attendance, other than actual work hours, at a time-and-one-half (1.5) hourly rate of pay. It is further provided that no pay is earned for a day if the officer is late for court and therefore the case is dismissed or rescheduled.

An employee who is required to be at court through the normal lunch break (i.e., 1:00 to 2:00 p.m.) will be reimbursed ten dollars (\$10.00) for a lunch. In addition, the Department will reimburse the employee the actual receipted cost for parking expense. This applies when a departmental cruiser is not used by the employee.

Employees actually working the evening shift who are required to appear at a magistrate hearing at 2:00 p.m. shall be paid from 1:30 p.m. and a Department vehicle, if available, will be provided.

Employees actually working the day shift shall be compensated pursuant to the first Paragraph of this Article until they return to the East Longmeadow Police Department.

Civil Appearance:

The provisions of this Court Time Article will apply to court appearances other than criminal cases in which a governmental entity may not necessarily be a party. The individual employee will forthwith notify the Chief's office of the notice appearance in a manner prescribed by the Department to expedite coverage due to his/her absence as well as the expeditious billing of such requesting party for the officer's contemplated time in fulfilling such court appearance.

It is the Department's intention to fund such appearances out of and consistent with the outside detail third-party vendor administrative fee set forth in Subsection 2 of Article 13.

It is not the intention of either the Employer or the Union by the terms herein to erode, tarnish or otherwise impact on the efficiency or necessity of any litigant's capacity under law to employ or utilize his/her subpoena powers as a litigant in the civil courts.

Section 4 - Bereavement:

Bereavement leave shall be granted employees without loss of pay subject to the following provisions:

- (a) If death in the family of an employee is that of a mother, father, sister, brother, grandparent, mother-in-law or father-in-law, the employee shall receive up to three (3) days' leave.
- (b) If death in the family of the employee is that of brother-in-law, sister-in-law, uncle or aunt, the employee shall receive up to one (1) day leave.
- (c) In the event of the demise of an employee's spouse or child, the employee shall be granted one (1) calendar week off without loss of pay, immediately following the death.

Section 5 - Jury Duty:

An employee required to serve as juror shall be paid an amount equal to the difference between the compensation received for such service and his/her regular pay. Employees are expected to report for work when not required by the Court. Employees will be granted time off for Jury Duty consistent with the Jury Commissioner's regulations. An employee required to serve as a juror and was given time off to attend, shall provide the department a copy of jury notice that they were in attendance.

Section 6 - Compensatory Time:

Any employee who takes compensatory time off in lieu of overtime payment shall notify the Chief not less than seventy-two (72) hours in advance of the time he/she shall take such compensatory time off. Failure to provide such seventy-two (72) hour notice shall cause the taking of such compensatory time off to be subject to the discretion of the Chief. The Chief may waive the seventy-two (72) hour notice where the taking of the time does not require overtime services to replace the officer.

Concurrent with the execution of this Agreement, employees will be allowed to accumulate up to seventy-six (76) hours of compensatory time in a fiscal period with the option to carry over into the succeeding fiscal year up to forty (40) of such seventy-six (76) hours. . In the event of the carry-over, such time will be taken in the form of time off and in no event will be convertible to a rate of pay higher than what existed at the time that it was earned. In no event will more than forty (40) hours be permitted to be carried from one fiscal period over to a succeeding period without written approval of the Chief, the Town Manager and the Union pursuant to a proper vote by the Union Executive Committee.

Section 7 - Sick Leave Credit:

An employee who reaches twenty-five (25) years of service as a police officer for the Town shall, effective the next full fiscal year, no longer be eligible for the thirteen (13) day annual sick leave credit, and effective the first full payroll period for that fiscal year, his/her hourly rate will be increased by five percent (5%).

ARTICLE 17 **INSURANCE**

During the term of this Agreement and subject to compliance with Chapter 32B Insurance Advisory Committee obligations, the Employer may implement changes in carriers, administrators, coverage, amount of premiums, and co-pays; provided, however, that no such changes shall become effective until the Union shall be given notice thereof, and a period of at least fourteen (14) days within which to meet with the Employer and negotiate as to the impact of the changes to the employee.

During the terms of this contract, if the present indemnification plan in the insurance program and the present group life insurance program remain available, the Town will continue to contribute one half (1/2) of the premium cost for a participating employee. If increased benefits under these programs are made available to Town employees generally during the term of this Agreement, the

increased benefit program will be made available to employees covered by this Agreement.

Employees shall be eligible to participate in the Town's Health, Dental, and Life Insurance plan(s) beginning on the first day of the month following thirty (30) days of employment. Employees who terminate their employment with the Town will be covered under the above plans for thirty (30) days after they are no longer employed.

An employee enrolled in a health maintenance organization insurance plan, i.e., other than the basic indemnity plan referred to in the first Paragraph, will pay no more than thirty percent (30%) of the monthly cost and the Town will pay the seventy percent (70%) balance.

ARTICLE 18

BICYCLE PATROL

The Town and the Union acknowledge a bicycle mode of transportation for police officers during their performance as a police officer for the Town of East Longmeadow during the entire calendar year. It is understood that any officer trained in the use of a patrol bicycle may be ordered by the Chief or Superior Officer, to utilize the bicycle in the performance of their regular scheduled tour of duty between April 15th and October 15th providing;

- No inclement weather is occurring
- There are at least two (2) other Police Officers in cruisers on duty.

Outside the time frame of April 15th and October 15th it shall be on a voluntary basis. Any officer trained in the use of the bicycle shall keep their bicycle uniform available at the police department for the immediate use between April 15th and October 15th. No officer on his day off shall be ordered to utilize the bicycle.

Any Police Officer currently trained in the use of the patrol bicycle may opt out of this program within ninety (90) days of the signing of this contract.

ARTICLE 19

EDUCATIONAL INCENTIVE

Section 1:

The Town has accepted the provisions of M.G.L. c. 41, §108L (the Quinn Bill) to be effective July 1, 1998 and to provide educational benefits thereunder to qualified employees. Said benefits shall be based on base salary alone, as set forth in Article XIII, Section I, without regard to overtime pay, compensatory time pay, holiday pay, court time pay, longevity pay or any other form of economic benefit whatsoever received by an employee. Conversely, all of said benefits will be computed on base pay alone. Said benefits will be paid to qualified employees in the last check issued in January of each year for a qualifying degree obtained (paid pro rata) or held in the prior fiscal year.

Section 2:

If the Commonwealth does not fully reimburse the Town its half share of the benefits paid to employees under Section 108L, the Town shall fund the entire amount

Section 3:

Employees not eligible for the above-described Quinn Bill benefits due to being hired after July 1, 2009 shall be provided with a Town Educational Incentive equal to 5% for an Associate's degree, 10% for a Bachelor's degree and 12.5% for a Master's degree, it being understood that the Town shall pay such benefits only for degrees in criminal justice or criminal justice management in programs and schools approved in advance by the Town.

For Employees hired after July 1, 2009, effective July 1, 2024, the Educational Incentive rates will be 5% for an Associate's Degree, and 15% both Bachelors and Masters Degrees. Effective July 1, 2025, the Educational Incentive rates will be 5% for an Associate's Degree, and 20% for both Bachelors and Masters Degrees.

Effective July 1, 2024, qualifying degrees from programs and schools approved in advance by the Town will include Criminal Justice, Public Administration, Political Science, Sociology, and Psychology.

Employees who have multiple qualifying degrees will be paid a single Educational Incentive for the highest qualifying degree.

Section 4:

Except as provided in this Article, no educational benefits in any form whatever, whether referenced by contract, Town policy, past practice or otherwise, shall be applicable to employees covered by this Agreement.

ARTICLE 20 **POLICE TRAINING**

Section 1:

Employees who use their personal vehicle to attend training within fifteen (15) miles of the Police Station will not be eligible for mileage reimbursement. Employees who use their personal vehicle to attend training beyond fifteen (15) miles from the Station will be eligible for mileage reimbursement, but only if a department vehicle is not available for use.

Section 2:

Initial appointees will not receive mileage reimbursement for travel to and from recruit training. In consideration of the Town investment for an employee's recruit academy training, an employee shall reimburse the Town for academy tuition expenses if they resign from their position within two years of academy completion, at the following schedule: \$3,000 for an immediate resignation, then decreasing by \$125 per month of service. Any balance owed for an employee who resigns within two years of academy completion may be wholly or partially withheld from their final paycheck.

Section 3:

The Town will pay a Civil Service promotional examination fee for officers who obtain a passing grade.

ARTICLE 21
UNIFORM ALLOWANCE

Employees shall comply with the uniform policy of the Town as administered by the Chief. No substantial changes in the policy will be implemented without notice and bargaining with the Union. During an employee's first year of employment, he/she shall receive four hundred dollars (\$400) at the commencement of employment and another four hundred dollars (\$400) upon the completion of the probationary period.

ARTICLE 22
INDEMNIFICATION

Section 1:

The indemnification provisions contained in Section I00 of Chapter 41 of the Massachusetts General Laws shall apply during the term of this Agreement.

Section 2:

The Town will pay the periodic fee charged to employees for the license-to-carry permit.

Section 3:

Each officer shall be granted the "Meal Allowance" in accordance with the Town's current Policy.

ARTICLE 23
RETIREMENT

A police officer who has been employed by the East Longmeadow Police Department for twenty-five (25) years or more and submits and retires in accordance with this provision will be eligible to receive a one-time payment up to ten thousand dollars (\$10,000) at the time of retirement based upon years of service with the department according to the following schedule:

Twenty-five (25) years	\$10,000
Twenty-four (24) years	\$9,000
Twenty-three (23) years	\$8,000
Twenty-two (22) years	\$7,000
Twenty-one (21) years	\$6,000
Twenty (20) years	\$5,000

In order to qualify for the benefit stated above, the officer intending to retire must give twelve (12) months' notice in writing to the Town Manager which may be waived in certain circumstances.

The officer's notice to retire must include a letter of resignation with a date certain. The effect of the letter of resignation is to resign from the East Longmeadow Police Department on a fixed date. Once the letter is accepted the Town Manager has no further obligation to employ the officer after the date of resignation.

ARTICLE 24
ANNUAL EXAMINATION

Annually, an employee will be entitled to a physical examination conducted by a physician selected by the Town, such examination shall consist of a so-called "profile" complete examination, a urinalysis and an electrocardiogram. Services requested by the employee or provided by the examining physician beyond those outlined above will be in the financial responsibility of the employee, the employee will have this benefit available on a voluntary basis unless the Department wishes to have the employee examined. In that event, it may require an employee to be examined.

ARTICLE 25
SAFETY COMMITTEE

A Safety Committee comprised of three (3) employees shall meet with the Chief or his designee upon a ten (10) day request to do so for the purpose of discussing and recommending matters of general safety and health. The notice of the meeting shall specify an agenda of items for discussion.

ARTICLE 26
DRUG/ALCOHOL-FREE WORKPLACE

Section 1:

It is the intent and obligation of the Town to provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs.

Section 2:

While on duty, the unlawful manufacture, distribution, dispensation, possession or use of any controlled substance, or the use of alcohol, is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be in accordance with Civil Service law in conjunction with collective bargaining language, if appropriate.

Section 3:

The Town recognizes drug dependence abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use health insurance plans, as appropriate. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.

Section 4:

As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the appropriate Department Head within five (5) days after the conviction. The Town must then

notify the contracting agency within (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988.

ARTICLE 27
REGIONAL DISPATCH CENTER

The Union agrees to the waiver of any future impact bargaining requests regarding ramifications of civilian dispatch services through Westcomm.

ARTICLE 28
DEPARTMENT MPAC CERTIFICATION

The Union agrees to the waiver of any future impact bargaining requests regarding Department efforts to move forward with the implementation of policies to achieve certification and ultimately working towards accreditation. In addition, this agreement encompasses compensation for when the Department receives its certification through the Massachusetts Police Accreditation Commission, whether or not it is achieved in the life of this agreement.

ARTICLE 29
USE OF GPS TECHNOLOGY

The Union agrees to the waiver of any future impact bargaining requests regarding the implementation of GPS technology.

ARTICLE 30
CRUISER & BODY WORN CAMERAS

The Union agrees to the waiver of any future impact bargaining requests regarding the implementation of a cruiser camera and/or body-worn camera program. The Town agrees to involve the Union in the development of a policy and procedure for these camera programs.

ARTICLE 31
PROBATIONARY PERIOD

The probation period for new officers shall be twelve (12) months, or such longer period as to extend for a six (6) month period from completion of the Academy. However, in no event shall the probation period exceed eighteen (18) months from date of appointment. Time in the Academy shall not be counted toward the above-noted twelve-month probation period.

The Union agrees that it has no objection to the Town implementing policies and practices that will obligate trainees who fail to complete the police academy to repay the town for the cost of training and/or any license to carry permits issued during training.

ARTICLE 32
SEVERABILITY

Should any provisions of this Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction rendering such provision void, all other provisions contained herein shall remain in full force and effect for the duration of the Agreement.

ARTICLE 33
DURATION, TERMINATION, MODIFICATION

Section 1:

The Town and the Union agree that this Agreement shall be in full force and effect between the dates of July 1, 2024 and midnight of June 30, 2027, and thereafter shall automatically renew itself for successive terms of one (1) year.

Section 2:

Either party on or after June 30, 2027 may terminate this Agreement by transmitting a written notice to do so by the giving of thirty (30) days' notice to the authorized signatory of the other party to the Agreement.

Section 3:

If either party seeks to commence negotiations for the period subsequent to June 30, 2027, such party will notify the other of their intent to do so in writing not less than sixty (60) days prior to the date of expiration and not more than one hundred eighty (180) days before such date. Not later than thirty (30) days following receipt of such notice, the parties or their designees shall commence negotiations for the formation of an amended Agreement. Such Agreement will be for the period beginning with the next succeeding July 1st. If no amended Agreement is reached by such date, this Agreement as set forth in Paragraph (1) above will remain in full force and effect until the signing of an amended Agreement or until a termination has been effected in accord with Paragraph (2) above.

Section 4:

The parties agree if negotiations fail resulting in arbitration the retroactivity of benefits including wages may be introduced for determination by the arbitrator.

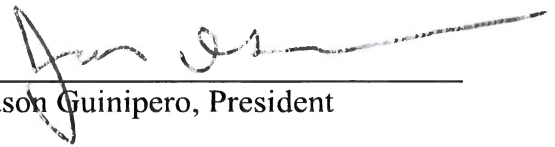
ARTICLE 34
SIGNATURE CLAUSE

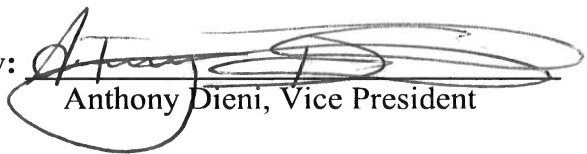
In witness whereof, the Town of East Longmeadow has caused its corporate seal to be hereto affixed and this Agreement to be signed in its name and on its behalf by the Town Manager and the New England Police Benevolent Association, Local 198, by its President and duly authorized representatives has caused this Agreement to be signed in its name and behalf on this 13th day of NOVEMBER 2024.

TOWN OF EAST LONGMEADOW

By: 
Thomas D. Christensen, Town Manager

**LOCAL #198, NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION**

By: 
Jason Guinipero, President

By: 
Anthony Dieni, Vice President

**Exhibit 1 for Contract Updates & Changes
(8/27/24 Tentative Agreement)**

- 1. Expanded Accepted Degrees:**
 - The union proposes that the following degrees be recognized for educational incentives: Criminal Justice, Public Administration, Political Science, Sociology, and Psychology.
- 2. POST Certification:**
 - The union agrees to the implementation of POST certification as required.
- 3. Contract Language Cleanup:**
 - The union agrees to accept all contract language revisions requested by the Town of East Longmeadow as proposed.
- 4. Body-Worn and Cruiser Cameras:**
 - The union consents to the implementation of body-worn cameras and/or cruiser cameras, pending union approval of a policy written by the Town of East Longmeadow.
- 5. Holiday Time-Off Benefit:**
 - The union agrees to relinquish the benefit where the top two senior officers per shift receive paid time off for holidays.
- 6. Educational Incentive:**
 - To increase the education incentive of a maximum of 20% for a Bachelor's degree and Masters degree.
 - For any new hires after the contract is signed, payment will only be made for a Bachelor's degree and a Master's degree of 20 percent, recognizing the higher level of education.
 - Current officers with an Associate's degree will continue to receive their 5% education incentive. If an officer obtains a Bachelor's degree, they will then receive the 20% incentive.
 - Officer's that currently receive the Quinn Bill will maintain their current benefits.
 - Town and Union agree to phased in implementation with Bachelors and Masters of 15% in FY25, then 20% beginning in FY26
- 7. Longevity Payments:**
 - The town agrees to convert current longevity payments to a fixed percentage system:
 - 1% at 10 years
 - 2% at 15 years
 - 3% at 20 years
 - 4% at 25 years
 - 5% at 30 years
- 8. Overtime System:**
 - The union agrees to a new overtime system as proposed by the town.
- 9. FTO Program:**
 - The union agrees to the implementation of a Field Training Officer (FTO) program. Certified FTO's to receive 1 hour of overtime per 8-hour shift while assigned with trainees.
- 10. Work Week Hours:**
 - The union agrees to change the current work week hours from 40 hours to 37.5 hours.
 - 8.5 hour day references in contract to change to 8-hour day

11. Paid Outside Detail Compensation:

- Officers working a paid outside detail will be compensated with a 4-hour or 8-hour minimum. Once the job exceeds 4 hours, the officer will receive a minimum of 8 hours of pay.

12. Uniform Outside Detail Rate:

- A single rate for outside detail compensation will be applied to both outside vendors and the Town of East Longmeadow.

13. Voluntary 16-Hour Shift Work:

- Officers may voluntarily work up to 16 hours of shift work. An 8-hour rest period is required after completing an 8-hour shift. The 16-hour fill will be a last resort after exhausting normal overtime procedures.

14. Filling Department Overtime & Outside Detail Shifts:

- Overtime and detail shifts will be filled by officers on their day off first. If no officer on their day off is available for the entire shift, the shift may be split, allowing an officer to work either half of the 8-hour shift.

15. Shift Bidding:

- Shift bids will now occur on January 1 and July 1. The bidding process will be posted on November 1 and close on November 30 for the first bid, and posted on May 1 and close on May 31 for the second bid.

16. Vacation Bids:

- While on a vacation bid, an officer will not be ordered in 8 hours before or after the shift they bid their vacation day for. Officers must use a vacation day for their vacation bid for this to apply.

17. Outside Detail on Day Off:

- Officers on their day off who work an outside detail will not be subject to being ordered in for departmental shift work.

18. Cola:

- 2.5 percent increase 7/1/24
- 2.5 percent increase 7/1/25
- 2.5 percent increase 7/1/26