

**Memorandum of Agreement
NEPBA – Supervisor's Unit 4B
FY2024-FY2026**

The Town of Dracut (Town") and the New England Police Benevolent Association (the "Union") agree on the following terms for a successor collective bargaining agreement for Unit 4B (Superior Officers):

Term of Agreement

The current collective bargaining agreement which terminated on June 30, 2023 is hereby extended for an additional three (3) years commencing on July 1, 2023. By virtue of the provisions in Article 35 of said CBA its integrated terms remained and remain in full force and effect pending execution of a new collective bargaining agreement between the parties.

New Agreement

Upon ratification of this Memorandum of Agreement, the Town and the Union have cooperated in drafting a new integrated collective bargaining agreement to include all the previous Memorandum of Agreements.

Article #3 - Management Rights

- **Amend 3rd paragraph, bullet #1:**
 - "To determine the mission, budget and policy of the department while incorporating the statutory requirements under M.G.L C 253, 6E and CMR 550."

Article #7 - Duties

- **Add section #5:** "General Maintenance for vehicles and equipment as required by the Chief of Police."
 - *General Maintenance is defined as," keeping any assigned vehicles free of debris and trash, and that the external portion of the vehicle is washed when necessary. All equipment, as assigned, is maintained in good working order and ready for inspection upon request.*
- **Remove following section:** *Police officers shall not be assigned to non-police duties, including washing cruisers (in and out) and other maintenance work. Officers will be required to keep cruisers generally neat and clean, except by agreement of the Union to a request made by the Town in writing or in the case of an emergency.*

The Chief of Police may designate, as needed, a police maintenance officer for the purpose of overseeing and conducting maintenance and repairs to police department vehicles and

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related equipment including radar unit, breath testing equipment and the like. Such duties do not include what would commonly be referred to as building maintenance. It is further agreed that the officer accepting said designation would not perform actual maintenance and repair activities while working in a shift capacity, except in a case of emergency, identified as such by the ranking officer on duty on the shift the maintenance officer was working on. While no maintenance repair work is to be conducted, except in emergency situations as designated above, on a shift, it was further understood and agreed that during the course of a shift, time permitting, said maintenance officer could work on what would commonly be considered paper work associated with a maintenance program, i.e. preventive maintenance schedules, ordering of parts, scheduling of times, and similar activities not involving actual maintenance and repair.

Article #9 - Clothing Allowance and Equipment

- **Amend section #1 to add subsection b.**
 - “It is understood that the clothing allowance will be given once a year regardless of rank.”
- **Amend section #2 to add “or promoted”:**
 - The Town and the Union agree that all newly hired ***or promoted*** permanent police officers shall be issued all uniforms and equipment necessary to perform the essential functions of the position of Police Officer. It is further agreed that each emergency vehicle shall have installed on or contained within, all necessary equipment (authorized by the Chief of Police) to perform the essential functions of the position of Police Officer.

Article #13 - Bereavement

- **Amend paragraph to added “(1) one bereavement day”**
 - Any employee who suffers the loss through death of his/her father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, current spouse’s step parents, son-in-law, daughter-in-law, grandchildren, great- grandparents, aunt, uncle, niece or nephew of employee’s current spouse, ***shall be granted one (1) bereavement day.***

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Article #14 - Leave of Absence or Special Leave and Shift Swaps

- **Amend section a. Red Cross Blood Donations to add the following language:**
 - a. Red Cross Blood Donations
 - Time off for blood donations shall not exceed four (4) hours.
 - Documentation of donation shall be provided upon returning to the department.
 - The frequency of allowable time off for blood donations shall be in accordance with Red Cross guidelines.
 - A minimum of 56 days between donations of whole blood and 112 days between Power Red donations.

Article #17 - Outside Details

- **Amend section #10 to the following language to add last sentence:**
 - When bargaining unit members are assigned to work paid details, they shall be governed by a procedure to be established from time to time between the Chief and the Union. *These rules shall not be implemented unless authorized by the Chief of Police in writing.*
- **Add new section #13:**
 - Pay rates for officers from other communities who work a detail for the Town of Dracut, or the Dracut School Department, shall be paid the Town of Dracut’s detail rate and not at the officer’s employer agency rate. All out of town officers when working details in Dracut shall follow the rules for pay established within this Collective Bargaining Agreement.
- **Add new section #14**
 - If four (4) officers are assigned to any detail, the supervisor who has been assigned to that detail as the detail supervisor, that detail supervisor will receive \$3 more per hour as the detailed supervisor.

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Article #23 - Sick Leave

- **Remove Section #2:**
 - If the Town determines it is necessary to replace an officer who is disabled, the Town will replace said officer with the regular Permanent Civil Service Officer for the first twenty-five (25) working days of the disability leave.
- **Add additional Language to Section 4:**
 - All officers returning to work after a long-term illness or injury (in excess of thirty (30) workdays) shall be required to attend and pass a formalized Functional Capacity Exam to confirm their fitness for duty. Town agrees to pay Co-Payment (not deductible) with receipt.
- **Sick Leave Bank – insert new Section “H”**
 - No member shall receive more than 2 weeks of sick bank time without prior written notification to the Town Manager and Police Chief.

Article #24 - Wages

- **Wage Increase FY2024 – FY2026 (Appendix A)**
 - FY2024 – 2%
 - FY2025 – 2%
 - FY2026 – 2%
- **Add’l Wage Increase to address the delta between Patrol and Sergeant promotional rate (Appendix A)**
 - FY2024 – 1%
 - FY2025 – 1%
 - FY2026 – 1%
- **FY2025 (July 1, 2024) - % Change between 15 Years and 20 Years (Appendix A)**
 - Change from 3% to 3.5%
- **Amend Section #2 Specialty Pay:**
 - Add Medical Officer - \$50 per pay period stipend.
 - Change commencing date in contract from July 1, 2015, to July 1, 2023

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- **Amend Section #5 Night Shift Differential:**
 - **Remove Language:**
 - The Town shall pay to each employee a night shift differential of \$10.00 per night shift assigned to shifts 4:00 p.m. - 12:00 a.m., 12:00 a. m. - 8:00 a.m. and 7:00 p.m. - 3:00 a.m.
 - **New Language:**
 - \$13 per night shift assigned from 4 p.m. – 12 a.m.
 - \$15 per night shift assigned from 12 a.m. – 8 a.m.
- **Remove Section #9 and Replace with (Appendix A):**
 - **Remove:** Temporary Service Out of Rank: Sergeants, when working as the OIC, shall receive an additional \$75.00 per eight-hour shift.
 - **Replace with:** Sergeants, when working in their capacity as the Officer in Charge, shall receive a stipend of \$75.00 per eight-hour shift, provided however, the Sergeant works the entire eight hours as the OIC. If the Sergeant works as the OIC for less than a full eight hour shift the Sergeant shall receive an hourly rate portion of \$75.00 for each full hour worked. When two Sergeants are working the senior Sergeant shall be the OIC. Should either of the two Sergeants not work the full eight-hour shift, then the stipend will be portioned as an hourly rate for the time each Sergeant worked as OIC.
- **Amend Section #10 with the following:**
 - **Shift Differential for Lieutenant as Officer in Charge:** The Town shall adjust the annual base pay by \$4,500 all Full-Time Lieutenants as the Full Time Officer in Charge (OIC). This amount will be built into the annual base pay as shown in “Appendix A” and paid on a weekly basis. This adjustment for the OIC Stipend will not be included as part of the Career Incentive/Education calculation. Sergeants will not be eligible for this pay as per this agreement.
 - **Language Removed:**
 - There will only be three (3) Full-Time Lieutenants eligible for this pay, and no other Lieutenant will be eligible unless they work an overtime shift. The Town shall pay each Lieutenant who is not receiving the \$4,500 base pay adjustment, a stipend of \$25 per shift

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when they work as the Officer in Charge on an overtime shift. A Lieutenant who is no longer serving as a Full Time OIC will no longer be eligible for this benefit, and revert back to the pay schedule in Appendix A.

IN WITNESS WHEREOF, the Town of Dracut and the New England Police Benevolent Associate, Inc. caused this instrument to be signed by their authorized representatives this _____ day of XXXXX. *December 12, 2023*

BOARD OF SELECTMEN
BENEVOLENT

Alison Henest
James Kopernik
Joseph DiRosa
Matthew Hees

NEW ENGLAND POLICE

ASSOCIATION, INC.

John Drury President
Don Miller
JC
Jeffrey King