

**MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF
MIDDLEBOROUGH AND THE NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, INC. LOCAL 76 (MIDDLEBOROUGH POLICE PATROL
OFFICERS) FOR THREE YEAR CONTRACT**

The Town of Middleborough (“the town”) and the New England Police Benevolent Association, Inc., Local 76, Middleborough Police Patrol Officers (“Local 76”) hereby agree that the collective bargaining agreement between the Town and Local 76 will be extended for three years, through June 30, 2019, with the changes set forth below, which were previously ratified by the Local 76 membership and the Board of Selectmen.

If funded by Town Meeting, a new comprehensive Collective Bargaining Agreement shall be drafted and signed which incorporates the material terms of this agreement and the material terms of the parties’ MOA for 2004-2007 and MOA for 2007-2010 and MOA for 2010-2013 and MOA for 2013-2016 and MOA for 2016-2019 integrated Collective Bargaining Agreement that have not been rendered moot. Failing funding by Town Meeting, this agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

1. ARTICLE XV WAGES

- A- Increase Wage Schedule by two percent (2%) effective the first full pay period after July 1, 2016
- B- Increase Wage Schedule by two percent (2%) effective the first full pay period after July 1, 2017
- C- Increase Wage Schedule by two percent (2%) effective the first full pay period after July 1, 2018
- D- Certification Stipend Increase Wage Schedule by one percent (1%) effective the first full pay period after July 1, 2016
- E- Certification Stipend Increase Wage Schedule by one percent (1%) effective the first full pay period after July 1, 2018

SECTION (D)

When a patrolman acts as the (OIC) Officer in Charge of a shift he/she shall be paid a fifteen percent (15%) for each sure shift along with fifteen (15) minutes compensatory time for each sure shift

2. ARTICLE VIII SICK LEAVE

As of January 1st, 2017

Rewrite Section (G) to read as the following: Replace with Small Necessities Leave Act Mass General Law (a member may take up to 5 days of accumulated sick leave)

-To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school

-To care for a sick household member or to accompany them to a routine medical or dental appointments, such as check-ups or vaccinations

-To accompany an elderly relative of the employee to routine medical or dental appointments for other professional services related to the elder's care, such as interviewing at a nursing or group home

-Circumstances not described under this provision may be authorized by the Chief of Police

-Use of additional accumulated time under this provision may be granted by the Chief of Police

3. ARTICLE XI HOLIDAYS

Rewrite Section (D) to read as follows:

“Any employee who actually works a Holiday, in addition to any other previously agreed upon benefit, will receive an additional 4 hours of straight pay”

4. ARTICLE VI EXTRA PAID DETAILS SECTION (G)

Change the wording of “emergency work” to “paid detail”

5. ARTICLE IV BEREAVEMENT LEAVE

As of January 1st, 2017

Member of their family or their spouse

First five years of employment: shall be granted up to two (2) days of leave without loss of pay for aunts, uncles, nieces, nephews, and cousins

Year 6 and beyond: shall be granted up to four (4) days of leave without loss of pay for aunts, uncles, nieces, nephews, and cousins

6. ARTICLE III SENIORITY SECTION (G)

As of January 1st, 2017

Ability to move any patrol officer five (5) days per bid cycle with a ten (10) notice

Current language: "subject to department needs to fill vacancies created by vacations, or vacancies created by illness, injury, or other reason for four (4) or more consecutive working days. Unless an officer on the affected line volunteers, such vacancies may be filled by altering shift assignments within the affected line on a non-overtime basis according to inverse seniority"

New language: "subject to department needs to fill vacancies created by vacations, or vacancies created by illness, injury, or other reason for up to **five (5) days per shift bid with a ten (10) day notice**. Such notice will be made **by phone**. Unless an officer on the affected line volunteers, such vacancies may be filled by altering shift assignments within the affected **scheduled work day** on a non-overtime basis according to inverse seniority.

7. ARTICLE XIV VACATIONS SECTION (B)

As of January 1st, 2017

SECTION (B)

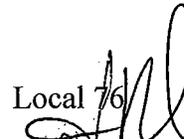
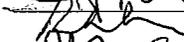
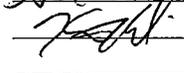
Change ten (10) single vacation days to fifteen (15) vacation days that may be taken in increments of one (1) day or more

SECTION (C)

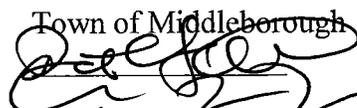
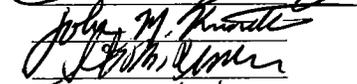
Detectives, Court Prosecutor/s, K9, and SRO/s will bid on a separate vacation line

8. OVERTIME

One overtime rate that would include base pay, career incentive, night differential and specialist pay, when working overtime, regardless of shift or court attendance.

Local 76
 11/10/16
 11/10/16
 11/10/16
 11/10/16

Dated

Town of Middleborough


11/14/16

Dated