

MEMORANDUM OF AGREEMENT

**Between the
Town of Middleton
And
Middleton Police Benevolent Association
Fiscal Years 2018-2020**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Board of Selectmen, and funding by the Town Meeting as required by law.

The collective bargaining agreement which expires on June 30, 2017 shall be extended without change for a period of three years except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2020.

GENERAL AGREEMENTS

The parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

1. Article VIII, Section 2 shall be amended to provide that the productivity bonus will be paid in two payments occurring in December and June. The language shall be as follows:

The reserve officers shall be paid said productivity bonus in two installments occurring in December and June.

2. Article XV, Section 8(a) shall be amended to change to Vacation and Holiday Buybacks from a one-time annual payment to two payments occurring in December and June. Each member has the option of declining the December payout. In addition, employees hired after the execution of this agreement shall be limited to 10 days. The language shall be as follows:

Vacation and Holiday buybacks may be made twice annually, in December and June respectively. Each member has the option of declining the December buyback.

Vacation buyback for employees hired after the date of execution of this contract is limited to no more than ten (10) days; current members are grandfathered.

3. Article XII, Section 5 shall be amended to change shift differentials effective July 1, 2018 as follows:

a. Evening shift: 5%

b. Night shift: 7%

4. Article VII, Section h. shall be amended to change details: Effective upon execution of this Agreement, the detail rate shall be \$57/hour.

5. Article XV, Section 19 shall be amended to change fitness incentive:

As part of a comprehensive agreement, management agrees to continue to roll the existing \$900 fitness incentive into the FY19 base rate for full time officers so it becomes pensionable. In addition, the following new fitness incentive will be incorporated as follows:

Effective July 1, 2019 (FY20), if agreed to as part of a comprehensive agreement, this provision will be memorialized in a side letter agreement, members, both full-time and reserves, who annually complete the physical fitness test will receive a one-time \$900 fitness incentive payment.

6. Article XI, Section 4 shall be amended to change the procedure in filling open and vacant shifts: The following new language shall be added:

Upon notification of an open shift, the Police Chief or his designee, in his/her sole discretion, may call out a shift to all full time officers and reserve officers, distributing the shifts 50/50 to full time and reserve officers on a "rotating, scratch list", so-called in the same manner as is currently used for filling vacant shifts by reserve officers. The rotating, scratch list shall consist of the following:

- *Officers who are working the open shift shall not be scratched from the call list.*
- *Officers who either accept the open shift assignment or refuse the open shift assignment shall be "scratched" from the list.*
- *Officers scratched from the list will be reached only after those officers, who have not been scratched, are reached in the same manner.*

If the Chief determines to fill a shift, and one group (reserve or full-time) declines, it shall be first offered to the other group. The distribution of shifts shall be based on the previously filled open shift, i.e. if the last shift was filled by a full-time officer, then the next shift shall be offered first to reserve officers, and vice versa.


In the event the Police Chief or his designee, in his/her sole discretion, determines that an open, but unfilled shift, must be filled, officers shall be ordered on the same basis of their standing on the rotating, scratch list.

This section shall not constitute or create any minimum manning requirements.

7. Wages: Annual base wage increases:

- a. Effective July 1, 2017 (FY18): 2.5%
- b. Effective July 1, 2018 (FY19): 2.5%
- c. Effective July 1, 2019 (FY20): 2.5%
- d. Effective June 30, 2020, Four Hundred (\$400) shall be added to the base wages across the board for all steps of full-time officers. This one-time increase is to be calculated as an addition to the annual salary.

For the Union


Signature Date
Robert J. Marino 6/25/2019


at 6/25/2019

ROBERT SMITH
Signature Date

at 6/25/19

Robert T. Peachey Jr.
Signature Date
at

For the Town


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