



New England Police Benevolent Association, Inc.

7 Technology Drive - Suite 102 | SILVCO Building | Chelmsford, Massachusetts 01863

Representing New England's Finest

www.nepba.org



Memorandum of Agreement

By and between the
New England Police Benevolent Association, Inc., Local 189,
And
The Town of Carver, Massachusetts

WHEREAS, the Town of Carver (the "Town") and New England Police Benevolent Association, Inc., Local 189 (the "Union"), bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2021 through June 30, 2022;

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 17 – WAGES

July 1, 2021 1.0% (FY 22) (retroactive)

The Parties agree to reopen this article of the agreement during FY 22 for the limited purpose of negotiation wages increase should any employees on the non-union pay scale receives a total greater base salary increase.

2. ARTICLE 14 – SICK TIME Revise Section B, number 1

Section B: Employees hired after July 1, 2015 shall be granted sick leave under the following schedule:

1. Each full-time employee shall be credited with *12 sick days per year*. Sick leave shall be awarded July of each year.

3. Article 15 – HOLIDAYS

Add the following holidays in red and eliminate last paragraph referring to two floating holidays

Employees shall be granted pay for the following Holidays:

New Year's Day
Labor Day
Martin Luther King Day
Columbus Day
Washington's Birthday

Veterans Day
Patriot's Day
Memorial Day
Independence Day
Thanksgiving Day

Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Employees, who work the holiday, including operators on overtime, shall receive double time, and those who do not work the holiday shall receive an extra days pay. Employees working (including operators on overtime) Memorial Day, July 4th, Thanksgiving, Christmas, New Year's Day and Labor Day will receive two- and one-half times (2 ½) the regular rate. All members working the holiday on overtime shall be paid that holidays respective rate i.e., 2 or 2 ½ times the members regular pay rate. Any operator not scheduled to work a holiday and who uses a sick day on the last scheduled work day after the holiday shall not be paid for the holiday.

~~One half (1/2) day for New Year's Eve and Christmas Eve, one (1) day for the day after Thanksgiving to be used as floater holiday.~~

4. **ARTICLE 18 - LONGEVITY** - Revise

Completion of Five (5) years of service.	\$500
Completion of Ten (10) years of service	\$1000
Completion of Fifteen (15) years of service	\$1500
Completion of Twenty (20) years of service	\$2000

5. **NEW ARTICLE** - 911 Phase 1 calls

On July 1, 2021, the base pay shall be increased by 1.5% for the added responsibilities and increased volume of 911 calls.

- 911 Phase 1 Calls – From 2019 to 2020 Carver Dispatchers experienced an approximately **18.5%** increase in 911 calls. In the past, these calls were routed to a State 911 center in Framingham.
- Additionally, in 2020 the carver Dispatch was tasked with 313 transfer calls that require them to track the source of the call and reroute the call to the appropriate jurisdiction. Up from approximately 60 calls in 2019. These transfer calls are likely to increase over time with more communities opting to accept the phase 1 calls.

6. **ARTICLE 34 - DURATION**

Change the dates to read as follows:

This Agreement between the Employer and the Union will be in effect July 1, 2021 and shall continue in full force and effect to and including Midnight June 30, 2022. During the successor contract negotiations, the terms of this agreement shall remain in full force and effect. Unless explicitly stated otherwise, all provisions of this agreement shall be effective upon the date of execution.

7. **ARTICLE 36 – MISCELLANEOUS PROVISIONS**

Revise:

COMPUTER SUPPORT

Any Full-time Public Safety Signal Operator who is assigned by the Chief of Police to the additional duty of Computer Support shall be paid an additional stipend of *twenty-four hundred dollars \$2400 annually*, which will be paid bi-weekly.

CJIS BACK UP APPOINTEE

Effective July 1, 2021, A CJIS Back-up appointee (if so appointed by the department) shall receive *one thousand dollars (\$1000) annually*, which will be paid bi-weekly. The appointee shall be paid for attendance at required meeting and seminars.

8. ARTICLE 39 – LEAD DISPATCHER STIPEND

Effective July 1, 2021, any employee appointed by the chief of police as the "Lead Dispatcher" shall receive an annual stipend of three thousand (\$3,000) dollars, which will be paid bi-weekly.

9. NEW STATION – Additional workload

On July 1, 2021, the base pay shall be increased by 1.5% for the added responsibilities and duties associated with the new station and the enhanced technology.

- Dispatch must now monitor 60 cameras, up from 12 in the previous station.
- The dispatch center is now the epicenter of advanced technology and station security. Dispatchers are required to learn and manage the: Avigilon camera and access system, Emergency button activations, Video intercom system, emergency prisoner release system, and the Audio/Video Distribution.

10. HOUSEKEEPING:

ARTICLE 8 – OVERTIME

Amend paragraph 3 and 4

3.) No Signal Operators can be ordered to work overtime unless the overtime list is called first, except during an emergency situation. If the overtime list is exhausted, then the Chief or his/her designee can order in a Signal Operator in to work overtime by inverse seniority. An order in list shall be established and posted by the union in the station and the least senior member next on the list still be ordered in, except members *who have previously scheduled Vacation or Personal leave or members on Funeral, Sick or Military leave.*

4.) Any member is considered to be on vacation, personal, funeral *and sick leave and swap* from a time starting eight (8) hours prior to his/her scheduled shift *to eight (8) hours after the end of their scheduled shift off and will also include consecutive scheduled time off with regularly scheduled days off in between. For example, dispatchers who have scheduled time off on a Wednesday and Saturday, with Thursday/Friday off, shall not be ordered in.* The order in list shall start at a junior member each July 1st.

ARTICLE 9 - FILLING VACANT SHIFT

Change to read as follows:

Filling of vacant shifts and overtime shall be equally and impartially distributed among the members of the communications section by using a rotation system offering vacant shifts to full-time Public Safety signal operator first, then to part time Public Safety signal operators who are assigned to permanent shifts on a regular basis, then to all other qualified per diem dispatchers. To assure a fair and equitable distribution of shifts, each group (full-time, part-time and per diem) will have a separate rotation file that will be used when filling shift vacancies. The rotation system shall be established by seniority *and will be reset on the first Sunday in the months of January, May and September.* Record keeping shall be done by tracking the actual hours worked *using DTS (Detail Tracking System).* When an overtime shift is filled the number of actual hours worked *automatically added to the Department Hours List in DTS.* If a full-

time public safety signal operator who refuses a shift will not be charged any hours. The rotation system will consist of *all members of each group having been added to the DTS system as Tier 1 – Full Time Public Safety Signal Operators and Tier 2 – Part Time Public Safety Signal Operators and Tier 3 – Per Diem Public Safety Signal Operators.* Full Time Public Safety Signal Operators requesting time off will use the DTS system to “Add Overtime” and shifts will be filled on the third Wednesday of the month at 6PM for all shift vacancies occurring the following month. If a sudden vacancy occurs after this day, the shift will be entered as soon as the vacancy occurs giving a two hour window to bid.

When a shift vacancy is to be filled, the “Add Overtime Assignment” will be completed by either the dispatcher on duty or the dispatcher requesting time off and containing all pertinent information; ie: Vacation, SLI, Sick, Personal, Comp or other.

Shift vacancy shall be filled by offering the shift vacancy to specific groups in the following order:
Full-time Public Safety signal operator – Tier 1
Part time Public Safety signal operator – Tier 2
Per diem Public Safety signal operator – Tier 3

The exceptions to these are:

Covering the first two weeks, full-time Public Safety Signal Operator *will* be used to cover vacant shifts, thereafter, part-time dispatchers, and per diem dispatchers *will* be used

Any vacancy that occurs if the Public Safety single operator regulator sign to the 11:30 PM to 7:30 AM Saturday night to Sunday morning shift takes that shift off.

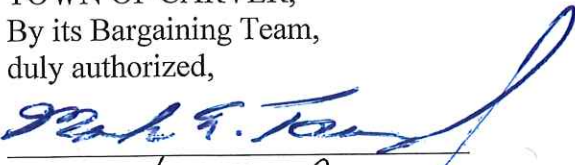
This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

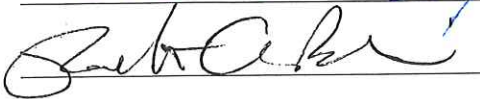
This Agreement has been duly executed by authorized representatives of the Town of Carver and by New England Police Benevolent Association, Inc., Local 189

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this 21st day of October 2021,

TOWN OF CARVER,
By its Bargaining Team,
duly authorized,







NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 189,
By its Bargaining Team, duly authorized,

