

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF  
ROCKLAND AND THE ROCKLAND POLICE ASSOCIATION NEW ENGLAND  
POLICE BENEVOLENT ASSOCIATION LOCAL 65**

WHEREAS, the Town of Rockland ("Town") and the Rockland Police Association, New England Police Benevolent Association Local 65 ("Union") (collectively "the parties") have entered into good faith negotiations for a successor collective bargaining agreement;

NOW THEREFORE, the parties have agreed to the following terms, subject to ratification by the Union body and the Board of Selectmen ("Board");

The parties agree that the collective bargaining agreement will be modified in the following manner.

1. DURATION: All applicable dates including Title Page, Article XXIII and any other language regarding duration will be modified to reflect the following duration: July 1, 2015-June 30, 2018
2. WAGES: Article VII will be modified to reflect the following general increases:

Effective July 1, 2015 (retroactive): 2% increase to all Steps.

Effective July 1, 2016: 2%

Effective July 1, 2017: 2%

3. PAY PRACTICES: Article VII will be modified to reflect the following change:

Existing Language

- 7.1 Any Patrolman assigned as Detective, Court Prosecutor, Safety Officer, Crime Prevention Officer, Juvenile Officer or Traffic Enforcement Officer Specialist shall be paid at the Specialist rate, [insert new language: "which shall be reflected in the wage table as ten (10%) above the existing Step 3 and Step 4 wages tables"].

4. SICK TIME: Article VII and Article IX will be modified to reflect the following changes:

Existing Language

- 6.5 Employees [~~strike: with less than 105 sick days on the books~~] shall not be allowed to work overtime for [~~strike: forty-eight (48) hours~~ insert: twenty four (24) hours] after the end of a shift on which the employee was on sick leave.
- 6.6 Existing Language: Any employee who exceeds five (5) days of sick leave in any calendar year shall not be allowed to work overtime for forty-seven (47) hours after the end of a shift on which the employee was on sick leave, commencing with the sixth (6<sup>th</sup>) day of sick leave in that year, for the remainder of their sick

leave use for the purpose of this Section, and any employee who works overtime in violation of this Section, without being ordered to work, shall not be paid for such overtime work. Strike [~~This section shall not apply to employees with more than one hundred five (105) days of accrued sick time~~]

9.0 (C) Modified to Reflect: Any employee who exceeds five (5) days of sick leave in any calendar year shall not be allowed to work details for forty-seven (47) hours after the end of a shift on which the employee was on sick leave, commencing with the sixth (6<sup>th</sup>) day of sick leave in that year, for the remainder of their sick leave use for the purpose of this Section, and any employee who works overtime in violation of this Section, without being ordered to work, shall not be paid for such overtime work. Strike [~~This section shall not apply to employees with more than one hundred five (105) days of accrued sick time~~] Insert: This paragraph shall apply to all paid details, regardless of the funding source of the detail.

5. SICK LEAVE BUY BACK: Article X will be modified to reflect the following:

Existing Language:

10.1, Sick leave buy back Additional language, "Any employee that utilizes more than [insert "thirty (30) days"] during the two year period prior to retirement shall not be eligible for this benefit, unless the employee can document said illness is due to a serious medical condition. The serious medical condition will only excuse consecutive absences due to that condition. A serious medical condition shall be defined as any illness that exceeds [insert three (3)] days and is supported by a note from a physician excusing the absence."

6. ARTICLE IX – SICK LEAVE, Subsection 10.8

Strike 10.8 in its entirety: ~~An employee who uses all but five (5) sick days during the contract year shall be entitled to one (1) personal day off during the following fiscal year. An employee who uses all but ten (10) sick days during the contract year shall be entitled to two (2) personal days off during the following fiscal year. Each Police Officer shall be granted three (3) additional personal days to be used without reference to use of sick leave, with prior approval of the Chief of Police. An employee who uses none of his/her sick leave during the contract year shall be entitled to four (4) personal days of f during ht following fiscal year.~~

10.8 Each Police Officer shall be granted seven (7) personal days to be used with the prior approval of the Chief of Police.

7. GRIEVANCE AND ARBITRATION: Article 14.0 – Grievance and Arbitration – add after 1<sup>st</sup> sentence – "All grievances shall be submitted utilizing a mutually agreed upon form. Grievance submissions shall include a complete description of all alleged relevant facts, including alleged dates, and names of members involved."

8. UNIFORM ALLOWANCE (arbitration award): Article 8-Uniform Allowance-Delete from 8.5 "Any lump sum payment shall be considered part of the employee's base pay."
9. UNIFORM ALLOWANCE (weapons): Article 8-Uniform Allowance 8.1 Existing language, "Full time patrolman [insert: "patrol officers"], upon appointment, shall be outfitted with [delete: club, handcuffs, hat, breast badges, insert ["semi-"] automatic weapon and a holster at the expense of the Town." Insert: "The parties agree that during Fiscal Year 2016, semi-automatic weapons will be provided to 1/3 of the bargaining unit, during Fiscal Year 2017, semi-automatic weapons will be provided to 1/3 of the bargaining unit, during Fiscal Year 2018, semi-automatic weapons will be provided to 1/3 of the bargaining unit. Once fulfilled, the instant language shall sunset and the Town will outfit patrol officers with an semi-automatic weapon upon appointment, consistent with the language in the first sentence of this paragraph."
10. UNIFORM ALLOWANCE (replacement for line of duty)-new section to be added "8.6 Employees will maintain all uniforms in good order; normal wear and tear shall be replaced at the employee's own expense. The Town shall replace any uniform that was damaged in the line of duty."
11. LEAVE OF ABSENCE-13.3 will be modified to reflect the following, Existing language, "Police officers shall be permitted to use up to four (4) shifts of sick leave per year to care for a sick or injured household member for qualified leave under the Family Medical Leave Act (FMLA), subject to approval for such FMLA leave. This paragraph shall be effective from July 1, 2015 through June 30, 2018, after which it shall be null and void, unless the parties agree in writing to extend this provision."
12. RESIDENCY-New Article XXIV: "24.0 Residency- Pursuant to G.L. c. 31, § 58, the parties agree that Police Officers shall be permitted to reside within fifteen (15) miles of the perimeter of the Town of Rockland, said distance being calculated in a manner consistent with G.L. c. 31, § 59. The Town acknowledges that some employees, in reliance upon the Town having construed the residency requirement to be fifteen (15) miles, established residency outside of the ten (10) mile residency limit imposed under G.L. c. 31, § 58, and the parties agree that those employees should be held harmless, so long as they continue to reside within fifteen (15) miles pursuant to this Agreement."
13. FITNESS BONUS-Existing language, "Effective July 1, 2005 the Town and the Union agree to implement a voluntary physical fitness plan. Effective July 1, 2015 every employee who voluntarily reaches this standard shall receive [delete: three hundred \$350.00] [insert "five hundred (\$500)"] included in their base pay for that year. The parties agree to negotiate a comprehensive plan to include standards and program administration during the first year of the contract and shall be added as a side letter to this contract and will be added to this section during the printing on the next contract. This is a voluntary plan and not required by all employees.

Insert, "All employees who achieve 75% of the Cooper Standards for Physical Fitness as shown in Appendix A of the collective bargaining agreement shall receive a total of \$1,000."

14. **ARTICLE XXII – HEALTH INSURANCE, NEW Subsection 22.3**

*Add to read as follows:*

22.3 All employees enrolled in a family plan through the Town's health insurance coverage as of May 1, 2015 shall be eligible to receive a one-time payment of \$6,000, subject to the following:

- A. The employee must notify the Town during the Open Enrollment period for 2016 that they are withdrawing from the Town's health insurance coverage, effective July 1, 2016.
- B. The employee must certify that they have coverage for health care through a spouse or other family member.
- C. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2016 through June 1, 2017. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- D. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments for eligible employees shall be made on or about June 1, 2017.
- F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

22.4 All employees enrolled in an individual plan through the Town's health insurance coverage as of May 1, 2015 shall be eligible to receive a one-time payment of \$2,500, subject to the following:

- A. The employee must notify the Town during the Open Enrollment period for 2016 that they are withdrawing from the Town's health insurance coverage, effective July 1, 2016.
- B. The employee must certify that they have coverage for health care through a spouse or other family member.

- C. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2016 through June 1, 2017. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- D. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments for eligible employees shall be made on or about June 1, 2017.
- F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

22.5 All employees who are eligible to participate in the Town's health insurance plan but do not elect to receive coverage will be eligible for a payment of \$2,500, subject to the following:

- A. The employee must certify that they have coverage for health care through a spouse or other family member.
- B. The employee must remain off of the Town's health insurance coverage for the period of July 1, 2015 through June 1, 2016 and/or for the period of July 1, 2016 through June 1, 2017 and/or the period of July 1, 2017 through June 1, 2018. Any employee that enrolls in the Town's health insurance plan during the above period(s), due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- C. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- D. Payments for eligible employees shall be made annual on or about June 1, 2016 and/or June 1, 2017 and/or June 1, 2018.
- E. The parties agree that employees are eligible for 2016, 2017 and 2018 payments provided criteria set forth herein is met.
- F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

22.5 This article shall be effective for the period of July 1, 2015 through June 30, 2018, and shall cease to be in effect after June 30, 2018 unless extended by written agreement

of the Town and the Union.

15. Defer to Rules and Regulations: Medical Marijuana- Add language to Policy, "New paragraph- "The Parties considers the use or possession of marijuana (even with a valid prescription) a violation of federal law and the officer will be subject to discipline." ." Parties shall initial and date change upon ratification.
16. Defer to Policy and Procedures: Administration of Nasal Naloxone – The Parties shall initial and date the new policy upon ratification.

On behalf of the Union:

Joseph Zeburki 10/1/15

J. H. O'Connell

Esther Schradel

Lyza Reuch

B. McQueen

Kevin B...

David Byrne

On behalf of the Town:

[Signature]

[Signature]

[Signature]

10/6/15