# Agreement of Contract Extension and Modification of the Collective Bargaining Agreement By and Between Town of Boxford and The Boxford Police Reserve Association

July 1, 2024 – June 30, 2026

Now comes the Town of Boxford hereinafter referred to as the ("Town") and the Boxford Police Reserve Association hereinafter referred to as the ("Association") collectively referred to as the ("Parties").

#### WITNESSETH

- 1. WHEREAS the Parties entered in a three (3) year Collective Bargaining Agreement dated from July 1, 2020 through June 30<sup>th</sup> 2023 hereinafter ("Agreement") on or about June 15th 2021 and subsequently ratified at the Boxford Annual Town Meeting on or about June 26, 2021, and subsequently executed by the Town Administrator on or about August 1st, 2021, with an expiration on or about of June 30<sup>th</sup>, 2023 incorporated by reference herein and marked as Exhibit "A".
- 2. WHEREAS the Parties entered into a subsequent one (1) year Agreement for Contract Extension and Modification from July 1, 2023 through June 30, 2024 dated on or about May 4<sup>th</sup> 2023, executed by the Town Administrator and subsequently ratified at the Boxford Annual Town Meeting incorporated by reference herein and marked as Exhibit 'B".
- 3. WHEREAS, the Parties in good faith mutually agree to extend and modify the above referenced Agreement(s) with this successor Agreement of Contract Extension and Modification hereinafter ("Extension Agreement") subject to the terms and conditions as stated herein.

NOW THEREFORE, the Parties agree to the following terms and conditions as stated herein:

- 4. **Amend Article 4 Term of Agreement**: The Parties agree to a two-year successor Extension Agreement term commencing from July 1, 2024 through June 30, 2026.
- 5. **Amend Article 10 Clothing, Allowance, and Equipment:** Replace sums in paragraph one and paragraph three with seven hundred dollars (\$700.00).
- 6. **Amend Article 11 Holidays:** Amend the number of Holidays from eleven (11) to twelve (12) by including Juneteenth.
- 7. **Amend Article 15 Insurance:** Add paragraph three (3) to include: "The Town shall provide, upon BPRA request, information regarding insurance policy coverage(s) for BPRA officers and or Chapter 41 Section 111F Injured on Duty coverage with respect to BPRA officers injured or killed in the line of duty.

8. Amend Article 16 – Paying of Police Details: Add the following paragraphs.

"The Parties to this Agreement recognize that from time to time the Boxford Police Department by and through its officers may fill Massachusetts State Police ("MSP") details and or other Police Department details for the purposes of mutual aid. With respect to MSP details initiated by the MSP Detail office and or their respective designee to the Boxford Police Department, the Parties acknowledge MSP details are currently designated as Type I and or II respectively by the MSP pursuant to "Side Letter of Agreement Regarding Article 30 Paid Details Type I and II Paid Detail Assignments" dated July 31, 2020 hereinafter Exhibit "D" ("MSP Memo") and incorporated by reference herein. Pursuant to the MSP Memo, the Parties acknowledge, agree, and adopt that officers may be assigned to a Type I (up to 4 hours worked) and/or Type II (up to 8 hours worked) and compensated for full detail fee regardless of actual hours worked which shall include but not be limited to details canceled with less than two hours' notice to the officers pursuant to the MSP Memo.

Unless otherwise established by a Memorandum of Understanding with the MSP, the Chief of Police, and the Town, as adopted by the BPRA, the rate of compensation for MSP details shall be the rate as established by the Teamsters Local 25 Collective Bargaining Agreement for the first 8 hours, and time and ½ hours thereafter. To the extent the MSP Type I, Type II detail designation shall be amended and or changed prior to the termination of this Agreement, the Parties reserve the right to adopt the amended terms herein by written notice of acceptance of the same.

- 9. **Amend Article 17 Rate of Compensation:** The Parties agree to amend Article 17 with respect to a base wage increase of three percent (3%) effective July 1, 2024 through June 30<sup>th</sup> 2025; and a base wage increase of two- and one-half percent (2.5%) effective on July 1, 2025 through June 30<sup>th</sup> 2026, without delay and or offset for either year. See attached Rate of Compensation Matrix along with the Annual Productivity Stipend incorporated by reference herein as Exhibit ("D").
- 10. **Amend Article 19 Education Incentive:** Amend the following sums: Associates Degree: \$300.00. Bachelor's Degree: \$450.00. Masters/Doctorate Degree: \$575.00
- 11. **Amend Article 22 Annual Re-Appointments:** Replace paragraph title and body with the following:
  - "Article 22 Re-appointments: Reserve Officers with less than 5 years of service with the Town of Boxford shall be subject to an annual re-appointment by the Town. Commencing in Fiscal Year 2025, each Reserve Office with five (5) or more years of service with the Town shall be subject to a bi-annual (every 2 years) re-appointment by the Town, which shall not be unreasonably withheld. Whether a Reserve Officer is reappointed shall be within the sole discretion of the Town and the officer shall be notified in writing of the Town's action not to reappoint.

- 12. The Parties agree to commence good faith Collective Bargaining talks for the next contract term on or before December 1, 2025 and shall use good faith efforts to complete the same on or before March 31st 2026.
- 13. The Parties agree that all other terms and conditions stated within Agreement(s) and not modified pursuant to this Extension Agreement shall remain in full force and effect.
- 14. This Extension Agreement is subject to and conditioned upon ratification by the Select Board of the Town of Boxford, subject to appropriation at May 14, 2024 Town Meeting, and subject to ratification by the Union Membership of the Association, all of which shall not be unreasonably withheld by the Parties.
- 15. This Extension Agreement is duly executed by the authorized representative(s) of the Town of Boxford and Boxford Police Reserve Association respectively and the Parties represent and warrant they have the respective authority to enter into this Extension Agreement.

| Whereby the Parties hereto sign | n under Seal.  |  |
|---------------------------------|--|--|
| Town Boxford                    | Boxford Police Reserve Association                         |  |
| Select Board                    | Albert P. Manzi III, Esquire President Date: April 5, 2024 |  |
|                                 | /s/ Peter Cheverie   |  |
| Barbara G. Jessel, Chair        | Peter Cheverie 1st Vice President                          |  |
|                                 | /s/ Eríc Renda<br>   |  |
| Margaret Chow-Menzer            | Eric Renda<br>Treasurer                                    |  |
| Charles J. Costello             |  |  |
| Peter C. Perkins                |  |  |
| Judith A. Stickney              |  |  |
| Date:                           |  |  |

## **EXHIBIT "C"**

# 1. Article 17 "Rate of Compensation"

A. Rates commencing on July 1, 2024 through June 30<sup>th</sup> 2025:

2024-2025 rates (3% increase):

|                        | Hourly Rates Effective<br>July 1, 2024 - June 30, 2025 |           |           |
|------------------------|--|-----------|-----------|
| Officer Status         | David Dala   | E OLIG    | Midolica  |
|                        | Base Rate  | Eve Shift | Mid Shift |
|                        | of Pay   | (5%)      | (7%)      |
| Special                | \$22.54  | \$23.66   | \$24.11   |
| Reserve 0-36 months of |  |           |           |
| service                | \$22.54  | \$23.66   | \$24.11   |
| Reserve 36+ months of  |  |           |           |
| service                | \$23.27  | \$24.43   | \$24.90   |

B. Rates commencing on July 1, 2025 through June 30<sup>th</sup> 2026:

2025-2026 Rates (2.5% increase):

| Officer Status                 | Rates Effective<br>July 1, 2025 - June 30, 2026 |                   |                   |
|--------------------------------|---|-------------------|-------------------|
|                                | Base Rate of Pay                                | Eve Shift<br>(5%) | Mid Shift<br>(7%) |
| Special                        | \$23.10   | \$24.25           | \$24.72           |
| Reserve 0-36 months of service | \$23.10   | \$24.25           | \$24.72           |
| Reserve 36+ months of service  | \$23.85   | \$25.04           | \$25.52           |

## **Annual Productivity Stipend:**

| Number of 8-hours shifts worked | Stipend Amount |  |
|---------------------------------|----------------|--|
| 24 or less:                     | \$0.00         |  |
| 25 to 29:                       | \$225.00       |  |
| 30 to 50:                       | \$325.00       |  |
| 51 of more:                     | \$625.00       |  |

### Exhibit "D"

#### SIDE LETTER OF AGREEMENT

## Regarding Article 30 Paid Details

#### Type I and II Paid Detail Assignments

The Commonwealth of Massachusetts, through the Human Resources Division, the Department of State Police, and the State Police Association of Massachusetts, agree to the following regarding the establishment of Type I and II Paid Detail Assignments.

This Side Letter shall establish guidelines and directives for Type I and II Paid Detail assignments.

TYPE I PAID DETAIL:

a voluntary assignment requiring a commitment of up to four (4.0) hours duration paid for at a flat rate of four (4.0) hours of the detail rate, by an outside entity, which has been authorized by

the Colonel/Superintendent.

TYPE II PAID DETAIL:

a voluntary assignment requiring a committement of up to eight (8.0) hours duration paid for at a flat rate of eight (8.0) hours of the detail rate, by an outside entity, which has been authoritzed by the

Colonle/Superintendent.

All Paid Details shall be assigned as either Type I or Type II Paid Details effective August 2, 2020.

Members must be available to work the entire duration of the Type I or II assignment before signing up for, or accepting such assignment. All members are accountable to report for duty at the time and place required by assignment or orders, and they shall be physically and mentally fit to perform their duties. They shall be properly equipped, attired, and cognizant of information required, so that, they may immediately assume their duties.

Members shall be compensated at the fee established by the Colonel for a Type I or Type II Paid Detail assignment regardless of the actual hours worked. Said fee shall be based upon the hourly detail rate as negotiated by the Colonel, Commonwealth, and State Police Association of Massachusetts. Members are mandated to accurately reflect actual hours worked on SPD-2's and Paystation Submissions. Members are required to notify the barracks of jurisdiction via radio of their arrival at Paid Details and of their actual relief time from said detail. Should the Paid Detail assignment end before the member's regularly scheduled work shift, he/she shall not be obligated to use leave time for travel/overlap that is not required.

When availablilty requirements or demand for the member working a Type I Paid Detail assignment goes beyond the four (4.0) hour duration, it shall automatically be converted to a Type II Paid Detail assignment. Any Type II Paid Detail assignment that goes beyond the eight (8.0) hour duration shall be extended in thirty (30) minute increments to be paid based on the hourly rate of time and one-half.

Commonwealth-SPAM MOA 7-30-20

In the event a Type I or Type II Paid Detail assignment is cancelled with less than two (2.0) hours advance notice, the member may be offered an unfilled Type I or II Paid Detail assignment for the same time frame as the cancelled Type I or Type II Paid Detail assignment, to be filled at the member's discretion. Should there be no unfilled Type I or Type II Paid Detail assignments available for reassignment, or the member declines, the member shall be compensated for a Type I Paid Detail assignment for the first four (4.0) hours of the cancelled Paid Detail assignment. Under no circumstances shall a member work another Paid Detail or overtime assignment during the four (4.0) hour commitment time frame of the cancelled Type I Paid Detail assignment for which the member is paid. However, a member is permitted to decline the Type I Paid Detail assignment cancellation charge in order to accept an alternative Paid Detail or overtime assignment that would conflict with the first four (4.0) hour time frame of the cancelled Paid Detail assignment.

There shall be no duplicating or pyramiding of details or overtime during the aforementioned Type I or II Paid Detail commitment times. This does not, however, preclude a member from beginning a regularly scheduled shift after being appropriately relieved from said detail and logging same in the Daily Administrative Journal.

Swapping of full shifts is not allowed for the purposes of working paid details. Partial shift swaps are allowed with Supervisory approval and must be worked within the same pay period. Approved swaps must be documented in the DAJ and include the shifts to be swapped and the authorizing Supervisor.

The parties agree any conflict between this Side Letter and the Circular Letter of 1-11-74, the terms of this Side Letter shall prevail.

This Side Letter of Agreement shall be deemed incorporated into and made a part of the Commonwealth of Massachusetts – State Police Association of Massachusetts collective bargaining agreement.

Agreed to this 315 day of July , 2020:

For the Commonwealth:

For the Association:

John B. Langan, Director

HRD/Office of Employee Relations

President Corey J. Mackey

State Police Association of Massachusetts

For the Department:

Colonel Christopher S. Mason

Superintendent