

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE TOWN OF FAIRHAVEN AND  
THE FAIRHAVEN POLICE UNION, NEPBA LOCAL 64**

NOW comes the Town of Fairhaven (“Town”) and the Fairhaven Police Union, NEPBA Local 64 (“Union”), (collectively “the parties”) who have agreed to modify the collective bargaining agreement (“CBA”) upon the following terms. This agreement is subject to ratification by the Union and the Town of Fairhaven Select Board.

**WHEREAS**, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

**WHEREAS**, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

1. Article XXXI – Duration:

- a. Three (3) year contract: July 1, 2022 – June 30, 2025
- b. All references to Duration will be updated in the collective bargaining agreement.

2. Article IX – Salaries and Benefits:

a. Amend Section 1 to reflect the following COLA increases:

- i. 2% increase for July 1, 2022 through June 30, 2023;
- ii. 2% increase for July 1, 2023 through June 30, 2024;
- iii. 2% increase for July 1, 2024 through June 30, 2025;

b. In addition to the COLA increases detailed above, the weekly and hourly pay rates detailed in Section 1 for July 1, 2022, shall also receive a .5% increase due to the removal of sick leave buyback language and an additional 2.5% increase in exchange for leaving civil service.

c. Delete the current Salary Schedule chart in Section 1 and replace it with the following chart:

<b>Effective</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
7/1/2022	Weekly	\$1,045.80	\$1,097.88	\$1,152.90	\$1,210.86	\$1,240.68
	Hourly	\$26.15	\$27.45	\$28.82	\$30.27	\$31.02
7/1/2023	Weekly	\$1,119.84	\$1,175.96	\$1,235.08	\$1,265.49	\$1,298.05
	Hourly	\$28.00	\$29.40	\$30.88	\$31.64	\$32.45
7/1/2024	Weekly	\$1,142.23	\$1,199.48	\$1,259.78	\$1,290.80	\$1,324.01
	Hourly	\$28.56	\$29.99	\$31.49	\$32.27	\$33.10
<b>Effective</b>		<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	
7/1/2022	Weekly	\$1,272.60	\$1,297.80	\$1,317.12	\$1,349.88	
	Hourly	\$31.82	\$32.45	\$32.93	\$33.75	
7/1/2023	Weekly	\$1,323.76	\$1,343.46	\$1,376.88	\$1,418.18	
	Hourly	\$33.09	\$33.59	\$34.42	\$35.45	
7/1/2024	Weekly	\$1,350.23	\$1,370.33	\$1,404.42	\$1,446.55	
	Hourly	\$33.76	\$34.26	\$35.11	\$36.16	

Effective		Sergeants Differential (18%)
7/1/2022	Weekly	\$1,593.06
	Hourly	\$39.83
7/1/2023	Weekly	\$1,673.46
	Hourly	\$41.84
7/1/2024	Weekly	\$1,706.93
	Hourly	\$42.67

- d. Amend Section 1 to reflect the following temporary step addition/removal:

On July 1, 2023, a temporary/phantom 10<sup>th</sup> step shall be created reflecting a 3% increase from Step 9. Employees shall not be eligible to enter this 10<sup>th</sup> step, as it shall exist solely for calculation purposes. Instead, on July 1, 2023, Step 1 shall be deleted, and all remaining Steps shall be renumbered so as to reflect nine (9) total steps.

For example, after Step 1 is deleted, Step 2, and the wage rates detailed therein, shall be renumbered as Step 1. Step 3, and the wage rates detailed therein, shall be renumbered as Step 2, and so forth until the phantom Step 10 is renumbered as Step 9. This process shall not result in the alteration of an employee's step placement. All employees shall continue to rise to the next step in the wage chart upon their employment anniversary with the Town.

3. Article IX new section – Salaries and Benefits:

Credible Service - Calculations for full-time service for wages, longevity and vacation time shall be based on creditable years of service under M.G.L chapter 32, as evidenced by a statement of creditable years of service from the Fairhaven Retirement Board.

4. Article XVII (E) new section – Unused Sick Leave Reimbursement:

Section E. Employees hired after July 1, 2022 shall not be entitled to any annual sick leave buyback. Further, employees hired after July 1, 2022 shall only be entitled to accumulate up to one hundred thirty five (135) sick days and are only entitled to a sick leave buyout only upon retirement at which time the employee shall be paid at the rate of one day's pay for each two (2) days of sick leave accumulated up to a maximum payment of Ten Thousand Dollars (\$10,000.00)."

5. Article VIII – Grievances:

Article VIII shall be amended to add a new subsection: [insert: "**Section A, Step 3(f), The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.**"]

All other language remains.

6. Article XV – Holidays

Article XV shall be amended:

Existing language, “Section 1. Holidays. The following shall be paid for all employees of the department, [insert “**Juneteenth**”]

The parties further recognize that this additional holiday will be given retroactive to cover June 19, 2022.

7. Article IV – Seniority

Article IV. Section 3. Existing language: “Police Officers of the Town of Fairhaven shall have seniority rights and said seniority rights shall be computed as follows:

- By date of employment as a probationary officer
- By time in rank

In the event two or more officers have the same employment, then the officer who received the higher grade on the Civil Service Entrance Exam shall be the Senior Officer. If two or more officers received the same grade on the Civil Service Entrance Exam then the officer who graduated with a higher mark from the Municipal Police Academy shall be the senior officer. Officers graduating from said academy shall file with the Chief of Police and the Union their class standings upon graduation. Said standings shall become part of the permanent records of said officers. In the event two or more officers are being appointed as Sergeants on the same date, then departmental senior will be the senior sergeant.” [Insert the following sentence: “**In the event an employee separates from the Town of Fairhaven and later returns, he/she shall only be entitled to his/her previous length of service with the Town of Fairhaven only for the purposes of seniority under this Agreement.**”]

8. Article VII Clothing and Equipment Allowance

Existing language of Section A, Clothing and Equipment Allowance:

“Each employee covered by this Agreement shall receive an annual duty uniform, duty clothing and duty equipment allowance for approved duty uniform clothing, clothing used for duty, and equipment. Each employee covered by this Agreement shall receive an annual duty uniform clothing allowance of [strike : ~~one thousand dollars (\$1,000.00)~~ insert: “**one thousand one hundred dollars (\$1,100.00). On July 1, 2023, the clothing allowance shall increase to one thousand two hundred dollars (\$1,200.00). On July 1, 2024, the clothing allowance shall increase to one thousand three hundred dollars (\$1,300.00).**”

All other language remains.

9. Article VI, Section 1, Call Back Pay

Existing language Article VI, Section 1:

“Employees called back shall be compensated for at least [strike: **three (3) hours** insert: “**four (4) hours**].” Existing language remains: “The pay for this time shall be at the rate of time and one-half. This does not pertain to ARTICLE III, For an employee who is called in less than three (3) hours before his regular shift and continues working his regular shift.”

All other language remains.

10. Article VI, Section 7, Court Time

Existing language Article VI, Section 7(a): “Any police officer on duty at night or on vacation, furlough or on day off who attends court in a criminal case as a witness for the Commonwealth may, in lieu of the witness fee to which he would otherwise be entitled under M.G.L. c.262, §53, be granted such compensatory time off as shall be equal to the time during which he was in attendance at such court, which in no event shall be less than [strike: **three hours pay** insert: “**four (4) hours**] at the rate of time and a half his basic hourly wage to be paid or an equal amount compensatory time off, or if such additional time off cannot be given because of a personnel shortage or other cause, he shall, in lieu of said witness fee, be entitled to additional pay for the time which he attended such court, but in no event shall he receive less than [strike: **three hours pay** insert: “**four (4) hours**]” pay. Overtime will be calculated as provided in Article VI, Section 2.”

All other language remains.

11. Article VI, Section 4, Special Details – Compensation-Volunteer Differential

Article VI. “Volunteer Differential.” Amend Article VI, Additional Benefits, Section 2. Overtime Pay to reflect the following new paragraph to be added at end of Section 2. Insert following paragraph:

“Section 2A. Volunteer Differential. Any Employee who has volunteered to fill an open patrol shift on three consecutive occasions when requested shall be entitled to a five percent (5%) differential to be paid on overtime hours worked during his or her next voluntary overtime shift. The parties understand that this differential is intended to apply to the fourth consecutive voluntary overtime shift only.

The parties recognize that in the event an employee refuses to work a voluntary overtime, his/her consecutive shift counter resets for the purpose of entitlement to this differential. The parties further recognize that there is no limit regarding the number of fourth shift voluntary differentials one may receive under this paragraph provided he/she meets the criteria outlined herein.

12. Article VI. "Forced Overtime"

Amend Article VI, Additional Benefits, Section 5. Overtime Assignments to reflect the following modification to Paragraph 3:

When the Chief or his designee has exhausted all available means otherwise provided in this agreement to fill a patrol shift which he has determined must be filled to maintain sufficient staffing, and all officers have refused that assignment, he may assign an officer from a seniority list established for each rank, maintained and posted for this purpose. The list shall consist of all full-time officers in order of seniority. Each new employee shall be added to the list in the position of least seniority upon his commencement of duty to that rank. The Chief or his/her designee shall assign the extra patrol shift to the officer with the least seniority who has not previously been assigned to a patrol shift under this provision. The Chief or his designee may consider any hardship imposed upon the officer by this assignment and may, in his sole discretion, determine to by-pass that officer. If the officer is not by-passed he will be ordered to report for the assigned patrol shift and his failure to so report will be a violation of a direct order. Once an officer has been assigned to a patrol shift under this provision a notation to that effect shall be made on the list (block system). When the assignment of all officers has been so noted on the list, a new list in order of seniority shall be established. When a situation arises that the need to cover a patrol shift under this provision is immediate the shift supervisor or acting shift supervisor shall be the Chiefs designee. This paragraph may be modified as needed by mutual agreement. This paragraph shall apply to all bargaining unit members and only patrol hours shall be counted towards the order in list.

All other language in paragraph remains.

13. Special Detail Rate Article VI, Section 4-

Existing language: "Special detail rates for Town and private details shall be [~~strike \$50.00 per hour, commencing on the date of execution of this Agreement until June 30, 2020, and shall be \$52.00 per hour commencing on July 1, 2020 until June 30, 2021, and shall be \$54.00 per hour commencing on July 1, 2021 until June 30, 2022,~~] [**insert: \$58.00 per hour commencing on the date of execution of this Agreement until June 30, 2023, and shall be \$60.00 per hour commencing on July 1, 2023 until June 30, 2024, and shall be \$62.00 per hour commencing on July 1, 2024 until June 30, 2025, with a minimum four (4) hours for all details, except that for private details which exceed four (4) hours, there shall be a minimum of eight (8) hours.**"

All other language remains.

14. CIVIL SERVICE:

The contract will be amended to add the following Article, named XXXIII, Abolition of Civil Service for hires after Town of Fairhaven is no longer covered under G.L. c. 31 as a Civil Service agency. In direct consideration for the following modifications, the Town agreed to add an additional 2.5% to the amounts listed in the Wage Schedule in Article IX as detailed in this MOU at #2 above (shall be added to wage scale in final contract). The parties further agree that the Hiring and Promotions Policies have been impact bargained to resolution.

Further, all members of the bargaining unit agree to support any and all warrant articles and/or other measures to effectuate removal.

The parties further agree the following language under Article XXXIII:

The Town and the union agree that employees hired after Massachusetts HRD, through the Civil Service Unit recognizes the Town of Fairhaven is no longer covered under G.L. c. 31 as a Civil Service agency, said employee will not enjoy permanent civil service rights pursuant to G.L. c. 31. The Town acknowledges that the intent of this abolition is to expand the hiring pool for all present and future vacant bargaining unit positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoffs, discipline for non-civil service employees as outlined herein. The Town acknowledges that employees who currently enjoy permanent civil service status pursuant to G.L. c. 31, shall retain all statutory rights.

#### 15. New Section – Article XXXIV, LAYOFF AND RECALL

Add a new section, Article XXXIV, Layoff and Recall, which states as follows:

- a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, and inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply.
- b. For employees appointed after the removal of the Department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, notice shall be given to the employee in writing, when able, twenty-one (21) business days in advance of the contemplated layoff; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees.
- c. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Fairhaven Police Department. Any person refusing or failing to exercise such recall opportunity within said fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within fourteen (14) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police.
- d. Prior to returning to work, a recalled employee shall be required to undergo a physical examination. If, based on the results of such examination, the Chief rescinds the offer of recall, (s)he shall provide the employee with a written statement of the reasons for the

rescission. This rescission shall be subject to the grievance and arbitration provisions of this contract up to step 2.

- e. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost, provided that they pay their portion of the cost. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of all Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

#### 16. New Section – Article XXXV, DISCIPLINE

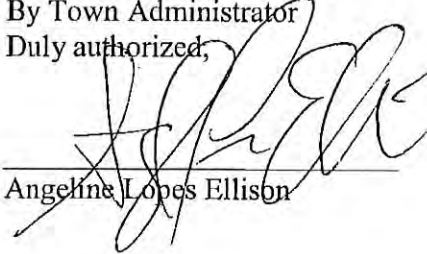
Add a new section, Article XXXIV, Discipline, which states as follows:

- a. No regular permanent employee in the bargaining unit shall be relieved, dismissed, discharged, suspended, or charged in any manner without just cause.
- b. For those employees who remain covered by Civil Service, all rights relative to discipline under Civil Service remain intact unless the employee in question is promoted or Civil Service becomes defunct. They may elect to utilize the contractual grievance and arbitration procedure, as long as they agree in writing to waive their right to challenge the discipline at the Civil Service Commission.
- c. Employees hired after the revocation of Civil Service will have the right to appeal discipline through the Grievance and Arbitration Procedure in the collective bargaining agreement.
- d. When and if a charge is made, the employee will be entitled to have counsel present at any hearings or interviews attendant thereto at which the employee is present.
- e. All members of the bargaining unit acknowledge that it shall support any motion at Town meeting in furtherance of the Town's removal from civil service.
- f. The language of Article XXVIII(b), Assessment Center and the corresponding Appendix A shall be removed from the CBA. For reference, Article XXVIII(b) states as follows:

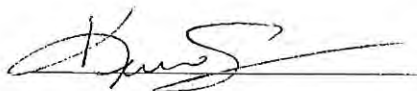
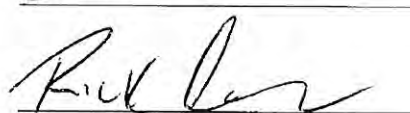
**“Assessment Center** The parties agree to change all promotions to an Assessment Center. The process is attached to this agreement as an appendix.”

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 27 day of March 2023.

TOWN OF FAIRHAVEN,  
By Town Administrator  
Duly authorized,

  
\_\_\_\_\_  
Angeline Lopes Ellison

FAIRHAVEN POLICE UNION  
By its Bargaining Team,  
Duly authorized,

  
\_\_\_\_\_  
Scott Gann  
  
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