

**TOWN OF WHITMAN  
AND  
WHITMAN POLICE UNION  
MASSCOP LOCAL #494**

**MEMORANDUM OF UNDERSTANDING**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Town of Whitman (hereinafter referred to as “the Town”) and the Whitman Police Union, MassCop Local #494 (hereinafter referred to as “the Union”)

**WHEREAS**, the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2020 through and including June 30, 2021 and a Memorandum of Understanding for a successor collective bargaining agreement for the period of July 1, 2021 through June 30, 2022 (hereinafter collectively referred to as the “CBA”); and

**WHEREAS**, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement to the CBA; and

**WHEREAS**, said representatives of the Town and the Union have, subject to ratification by the Board of Selectmen and the membership of the Union, and funding by Whitman Town Meeting, agreed to a successor agreement for the period of July 1, 2022 through and including June 30, 2025;

**NOW, THEREFORE**, in consideration of mutual promises and covenants, the Parties hereto agree as follows:

**1. Prior Agreement**

The Collective Bargaining Agreement in effect for the period July 1, 2020 through and including June 30, 2021, as amended by the Memorandum of Agreement for the period of July 1, 2021 through June 30, 2022, shall be in full force and effect for the period July 1, 2022 through and including June 30, 2025, except as modified by this **MEMORANDUM OF UNDERSTANDING**.

**2. Duration**

Three Years: July 1, 2022 – June 30, 2025

3. **Article VII – Discipline**

Retitle: *Certification and* Discipline

Amend to read as follows:

***Section 1 – POST Certification:***

***Officers are required to inform the Chief immediately of any action impacting their POST certification.***

***Section 2 – Disciplinary Action:***

No permanent employee shall be removed, dismissed, discharged, suspended or charged in any manner except for just cause and at any hearings or interviews attendant to any such charges, the police officer will have the right to have an attorney on his behalf.

4. **Article XVII, Section 4 – Comp Time (New)**

Insert the following new provision:

Officers may request to take compensatory time in lieu of overtime compensation under the following provisions:

- a. Comp Time accrual is limited to 40 hours;
- b. Comp Time is earned at a rate of one and one-half (1.5) hours of Comp Time for each overtime hour worked;
- c. Comp Time must be taken in no less than two (2) hour blocks and, where less than a full shift, must be taken at the beginning or end of the Officer's shift;
- d. Use of Comp Time must be requested at least eight (8) hours in advance, and such use may be denied based upon staffing needs, in the sole discretion of the Chief.

5. **Article XII, Paragraph 4 – Personal Days**

Amend as follows:

Members of the bargaining unit will be entitled to four (4) personal days for use only in circumstances which make their absence from work for each such day unavoidable. Said personal reason shall be made known in writing with ~~forty-eight (48)~~ **eight (8)** hours notice prior to the day requested and permission for a personal day shall not be unreasonably withheld. This is subject to the following: This is allowed for one person per shift and no shifts will be filled. This will be

done on seniority from Monday through Friday and must be approved by the Chief of Police. Personal days may be taken in four (4) hour increments *at the beginning or end of the Officer's shift.*

6. Article XIII, Section 2 – Vacations

Amend as follows:

Section 2

Members of the bargaining unit will be allowed to take their vacations in four hour increments *at the beginning or end of the Officer's shift* or one (1) day at a time, if they so request, subject to the approval of the Chief of Police, which request will not be unreasonably denied.

7. Article XIX – Court Time

Effective July 1, 2022 amend the first Paragraph to read as follows:

Any officer who goes to court for any reason, whether civil or criminal in nature, directly and proximately attributable to his employment, after his regular shift or on a day off, will be paid a minimum amount equal to ~~three (3)~~ *four (4)* hours pay at a time and one-half (1-1/2) rate, and any time in excess of ~~three (3)~~ *four (4)* hours will be paid at a time and one-half (1-1/2) rate. *Officers will not be paid for court time where notice of cancellation has been provided to them four (4) or more hours in advance.*

8. Article XXI, Section 1 – Wages

Increase the wage schedule appearing at Appendix A as follows and incorporate these increases into the language at Section 1:

Effective July 1, 2022 – 2%;  
Effective July 1, 2023 – 2%; and,  
Effective July 1, 2024 – 2.5%.

9. Appendix A – 10 Year Step

Effective July 1, 2023, add a 10 year step to each rank as follows:

Upon completion of 10 years service in the Department – calculated at 2% higher than the 5 year step.

Adjust the 15 year and 20 year steps accordingly.

10. **Appendix A – Lieutenant Wage Classification**

Adjust the Lieutenant’s Pay Scale to correct inequities between top step Sergeant and first step Lieutenant compensation, as follows:

Using FY 2022 Numbers

	<i>Current</i>	Proposed
<i>Sgt. 20 years in Department</i>	80,859	
Lt.		
0-5 years in rank	80,629	82,201
More than 5 yrs in rank	84,661	86,311
15 yrs in Department	86,355	88,037
20 yrs in Department	88,944	90,679

*Current differential between top step Patrol and top step Sgt. – 1.66%.*

*Above based on 1.66% difference between top step Sgt. and 1<sup>st</sup> step Lt.*

11. **Article XXI, Section 5 - Specialty Positions (New)**

Insert the following new provision to be effective July 1, 2022:

A one percent (1%) differential, calculated on base pay including any educational incentive pay to which the officer is entitled under Article XXIII, shall be paid to the following specialty positions: Detective, School Resource Officer, DARE Officer, Court Prosecutor, and LTC Lead.

12. **Article XXIII – Educational Incentive Pay**

The Parties agree to extend the educational incentive pay benefit to all members of the Department, regardless of date of hire.

13. **Recognition Pay**

In recognition of the services provided by its public safety employees during the Pandemic, a one time, lump sum payment of \$2,000.00 will be paid to all officers employed by the Department as of the date of ratification. Such payment will be made within 30 days of ratification by both Parties.

14. **Housekeeping**

Make terms gender neutral.

This Memorandum is subject to ratification by the parties and approval by Town Meeting. The Union agrees to waive the provisions of M.G.L., c. 150E, §7 relative to the thirty (30) day time limit for submission to Town Meeting. The parties agree to use their best efforts to obtain ratification by their respective bodies.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that electronic signatures or signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

**TOWN OF WHITMAN  
BOARD OF SELECTMEN**

**WHITMAN POLICE UNION  
MASSCOP LOCAL #494**

David P. Subissi

Key Hargis

Date: 5/2/22

Date: 5/2/22