

MEMORANDUM OF AGREEMENT

BETWEEN

TOWN OF PALMER

&

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION

LOCAL #071

The Town of Palmer (“Town”) and the New England Police Benevolent Association, Local #071 (“Union”), hereby agree on this 11/15 day of December 2025, to a three (3) year successor Collective Bargaining Agreement (“CBA”) to be in effect from July 1, 2025 through June 30, 2028. The terms and conditions of the previous CBA will be carried forward into the new CBA, except as modified below in this Memorandum of Agreement (“Agreement”).

1. **Article IX (Extra Police Duty)**. Parties agree to amend subsection b as follows for “outside details”:
  - a) Any detail longer than four (4) hours will receive eight (8) hours and anything over eight (8) hours will be hour by hour at 1.5 times the regular detail rate.
  - b) Detail cancelled less than four (4) hours prior to the scheduled start time shall result in four (4) hours of billable pay.
  - c) Details on holidays (as defined in Article 20) will be 1.5 times regular detail rate.
  - d) Above changes go into effect ten days after union ratification and Town Council vote process is completed.

**2. Article III (Wages)**

a. In addition to overall wage schedule restructuring and annual base wage increases, included in the FY26 rate (below) is an additional a one-time base wage increase of 2%, starting in FY '26, in recognition of obligations under the Police Reform Act of 2020 and POST Commission.

b. Replace existing wage scale for Patrol as follows:

step	OIT*	1	2	3	4	5	6	7
FY26	\$ 27.80	\$ 28.82	\$ 29.84	\$ 30.86	\$ 32.13	\$ 33.41	\$ 34.68	\$ 35.96
FY27	\$ 28.35	\$ 29.39	\$ 30.43	\$ 31.47	\$ 32.77	\$ 34.07	\$ 35.37	\$ 36.67
FY28	\$ 28.85	\$ 29.91	\$ 30.96	\$ 32.02	\$ 33.35	\$ 34.67	\$ 35.99	\$ 37.32

\*An Officer in Training (OIT) will be moved to step 1 upon completion of the field training as approved by the Police Chief. The date of the move to step 1, shall be considered the anniversary date for future adjustments.

c. Replace existing wage scale for Sergeants as follows:

step	1	2	3
FY26	\$ 39.55	\$ 41.35	\$ 43.33
FY27	\$ 40.34	\$ 42.18	\$ 44.19
FY28	\$ 41.05	\$ 42.91	\$ 44.97

d. Parties agree if a interim sergeant is later promoted to permanent sergeant status (without a break in continuous sergeant status), said sergeant's anniversary day for movement within step schedule shall revert back to date of interim appointment.

3. **Article XII (Educational/Military Incentive).** Delete existing language in its entirety and replace as follows:

Employees can only be eligible for a single benefit listed under this section titled “Article XII. Education/Military Incentive.” Employees shall not combine benefits in this Article. Eligibility for one benefit in this section (a, b or c) disqualifies the employee from eligibility of any other benefit listed in this Article.

a) Any regular full-time police officer, who is a graduate of: (1) criminal justice or law enforcement programs that meet or exceed the guidelines for criminal justice and law enforcement programs, as set forth by the board of higher education and implemented on January 1, 2004; or (2) law schools that are New England Association of School and Colleges accredited or board approved, as required by M.G.L. c.41, section 108L, shall be eligible for the following benefit: This benefit shall be based on base salary alone without regard to overtime pay, compensatory time pay, holiday pay, court time pay or any other form of economic benefit whatsoever received by an employee.

	Associates Degree	Bachelors Degree	Masters Degree
FY26	5%	10%	10%
FY27	7.5%	15%	15%
FY28	10%	20%	25%

b) Any regular full-time police officer, hired prior to June 30, 2025, who has earned a degree, as listed below, and has had their degrees certified by June 30, 2025:

<b>Criminal Justice (Law Enforcement)*</b>	<b>Law*</b>	<b>Social Work</b>
<b>Computer Science</b>	Psychology	Linguistics
<b>Accounting</b>	Physical Education	Finance
<b>Sociology</b>	History	Political Science

\* that does not meet the accreditation requirements of M.G.L. c.41, section 108L

shall be eligible for the following benefit:

Associates Degree	\$2,700 stipend
Bachelors Degree	\$5,200 stipend
Masters Degree	\$6,500 stipend

c) Any regular full-time police officer, actively serving in any branch of the United States Military, (includes Active Duty, Reserve or National Guard) for a period not less than two years or, who has been honorably discharged from any branch of the United States

Military, shall receive an annual stipend of \$1,500.00.

Note: To be eligible, Officers must provide a copy of form DD 214 or other applicable military document showing active years of service and/or honorable discharge status. This documentation shall be provided to the Chief of Police by September 1, 2022, and/or each succeeding year:

- d) The benefit set forth in 12.a and b, above shall be based on base salary alone without regard to overtime pay, compensatory time pay, holiday pay, court time pay or any other form of economic benefit whatsoever received by an employee. Conversely all of these benefits will be computed on base pay alone.
- e) No OIT shall be eligible for this benefit. (New officers will be eligible for this benefit on a pro-rated basis from the date of completion of field training to December of that calendar year.)
- f) Payments of this benefit shall be paid in December each year, no later than the second pay period.
- g) Any Employee who voluntarily separates (in good standing) from the Palmer Police Department shall be eligible for a payout of this benefit on pro-rated basis beginning on January 1. Employees terminated by the Palmer Police Department will not be eligible for this benefit. Employees who retire shall be eligible for payout of this benefit, prorated for the days of the year that they were employed.

4. **Article XXI (Sick Leave).** Delete subsection b in its entirety and replace with following:

- b. The employee must file with the Police Chief (or designee) a physician's statement of illness on the date of return to work whenever sick leave pay is requested for more than three (3) consecutive days. If the Chief has cause to believe an officer is abusing sick leave, the Chief shall notify the officer of the abuse, advising that continued use of sick time may result in discipline up to termination from employment. If after notifying the officer, the Chief still has cause to believe the officer is abusing sick leave, the Chief may require a physician's certification of illness or injury for any absence by sending a written notice to the employee requiring a physician's certification of illness or injury for a period of one year from the date of the written notice. Nothing contained in this section shall prohibit the Chief from taking other appropriate disciplinary action provided such action comports with the "just cause" standard articulated in this Agreement.

5. **Meal Allowance (New Article).** Parties agree to the following new article.

Employees will receive a meal stipend, minus standard deductions, as outlined in this section. The rate per meal is established by the U.S. General Services Administration for the current Fiscal Years per-diem rate of reimbursement for the area (city, state) in which the expense occurs.

Instances where a meal allowance may be paid include, but are not limited to the following:

- Out-of-town court appearances,
- Training events and conferences
- All other authorized police functions not associated with regular duties and responsibilities during tours of duty.

**Breakfast**

An employee is eligible for the stipend for breakfast only if required to leave home for a travel assignment before 6:00 a.m. or to be away from home overnight.

**Noon Meal**

An employee is eligible for the stipend for lunch only while traveling for legitimate police department purposes and the work assignment extends over the normal noon meal period.

**Dinner**

An employee is eligible for the stipend for dinner only if business caused arrival at home from travel after 1800 hrs. or an overnight stay away from home.

No stipend shall be paid for any meal that is included as part of any event/training. (Example: if the program includes a breakfast buffet, grab n go lunch, dinner, etc.)

For functions paid for by Grant funds, the Chief of Police or designee may, with advanced notice to the employee, require that the employee provide receipts for items reimbursable by the Grant.

6. **Article 17 (Grievance and Arbitration Procedure).** Amend this article to reflect definition of “days” and changes to response timelines as follows:

**ARTICLE 17. GRIEVANCE AND ARBITRATION PROCEDURE**

- a. This procedure is established to seek an equitable resolution of problems that arise as a result of employee-employer relationships within the Police Department.
- b. **Step 1.** Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement must be filed in writing with the Chief of Police within twenty (20) working days of the occurrence(s) giving rise to the grievance or within twenty (20) working days of the time the grieving party knew, or should have known (through the exercise of reasonable diligence), of such occurrence.
- c. **Step 2.** The Chief of Police shall hold whatever meetings and make whatever investigations he/she feels necessary to give a written answer after ~~ten (10)~~ Twenty (20) working days of his/her receipt of the grievance. If a written answer is not received from the Chief of Police within this time period or if the answer does not resolve the problem, it may be processed to Step 3.
- d. **Step 3.** All written complaints and answers received through Steps 1 and 2 shall be submitted to the Town Manager within five (5) working days of the date the Chief of Police’s answer is due. The Town Manager will answer the grievance within ~~ten (10)~~ twenty (20) working days of his/her receipt of the grievance.

The failure of the Town to respond to any grievance filed at any Step of the grievance process within the time limits shall be deemed a denial of the grievance and the Town shall subsequently notify the union of such deemed denied response. Upon dispatch of said notification, the Union’s time period to appeal would commence.

- e. **Step 4.** In the event that the grievance remains unresolved or has not been answered in writing within the time period specified in Step 3, the Union or grievant shall notify the Town Manager that he/she or it intends to submit the grievance to arbitration within thirty (30) working days after the receipt of the decision in Step 3.
- f. **Step 5.** The arbitration of any grievance under this agreement shall be before an arbitrator mutually selected by the parties, or if they cannot agree within twenty (20) working days from the date of notice of intent to arbitrate, then said arbitrator shall be appointed from the American Arbitration Association.
- i. The expense of such arbitration proceedings shall be borne equally by the parties.

- ii. The jurisdiction of such arbitration shall be limited strictly to the interpretation and application of the terms of this agreement. The arbitrator shall arbitrate only questions submitted for arbitration. The arbitrator shall not have any authority to alter, modify or amend this agreement.
- iii. The award of the arbitrator shall be in writing and shall state his/her findings of facts, reasoning and conclusions. The award shall be final and binding upon the Union, Employer and Grievant, provided, that nothing contained herein shall be construed to forbid either party from resorting to the Court for relief from, or to enforce rights under any arbitrator award.
- iv. The standard of proof in discipline cases, shall be by a preponderance of the evidence that there was just cause for disciplinary action.
- v. No arbitration award shall include a payment by the Town of punitive damages to the Union or the employee.
- g. **Processing of Grievances:** Grievances will be processed between Steps by the Union with the consent of the employee. A Union representative will be permitted to be present at Grievance Hearings.
- h. For purposes of this Article, working days are defined as ~~days when the Town Manager's office is open for business~~ Monday thru Friday, excluding all holidays recognized by the town.

7. **Article XIV (Probationary Period).** Amend this article by adding a new section c, as follows:

- c. Any leave time used by an employee (i.e. FMLA, IOD Leave, Admin leave, etc.), other than allotted vacation, holiday and personal leave if any, may extend the probationary period by the amount of leave used. Extension of the probation period will be at the discretion of the Chief of Police based on the Field Training and Evaluation Program (F.T.E.P.) performance of the employee in question (Example: if an officer is on FMLA leave for 12 weeks, the officer's probationary period may be extended by 12 weeks, etc.)

This Agreement is subject to ratification/appropriation vote by the town council and Union membership, and subject to initial funding by the Town.

This Agreement has been duly executed by the authorized representatives of the Town and Union.

For the Union:

Name: Tyles Bigda

Signature: [Handwritten Signature]

Date: 12/11/25

For the Town:

Name/: Brad Brothers

Signature: [Handwritten Signature]

Date: 12/11/25