

MEMORANDUM OF UNDERSTANDING
BETWEEN
BRATTLEBORO POLICE ASSOCIATION
AND
TOWN OF BRATTLEBORO

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Brattleboro Police Association and the Town of Brattleboro. This amends in part the collective bargaining agreement between the Town and the New England Police Benevolent Association, Local 412, effective January 1, 2016 to June 30, 2019.

A. PURPOSE

The purpose of this MOU is to make a change to the Central Dispatch Schedule, thereby amending the Collective Bargaining Agreement between the parties dated January 1, 2016.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Town of Brattleboro and the Brattleboro Police Association mutually agree to change the Central Dispatch Schedule to a two week rotation of twelve hour shifts from the current Central Dispatch Schedule working a seven week rotation of 8 hour shifts. The Town and the Association mutually agree that the change will take place for a six month trial period starting on April 30, 2017.

C. CHANGE OF CENTRAL DISPATCH SCHEDULE:

1. The Town of Brattleboro shall change the Central Dispatch Schedule as proposed by the Brattleboro Police Association from a seven week rotation of eight hour shifts to a two week rotation of twelve hour shifts.
2. The Town of Brattleboro and Brattleboro Police Association agree to have a shift differential of \$0.95 an hour for dispatchers working the 1600-0400 and 1800-0600 shifts. Both parties agree to remove the \$0.65 shift differential for shifts working 0400-1600 and 0600-1800 but to keep the four hours of built in overtime for each full-time dispatcher every two weeks.
3. The Town of Brattleboro will agree to this proposed schedule change for a trial period of six months.
4. After the trial period of six months, the Town of Brattleboro will confer with the Brattleboro Police Association about the effectiveness of the change in the schedule. After said meeting the Town, in its sole discretion, shall provide written notice to the Association of its decision of

whether to continue the above referenced schedule for the duration of the contract or to revert back to the schedule written in the Collective Bargaining Agreement (CBA). The parties agree that if the Town reverts back to the schedule in the CBA after the six month trial period, then the shift differentials for the last year of the contract shall increase to \$0.75 and \$1.20, respectively, as per the original contract, Article 22. In the event the Town wishes to modify further the schedule set forth in this agreement, then the Town and the Association will negotiate any changes to this schedule and will reduce all said agreement in writing.

D. SIGNATURES



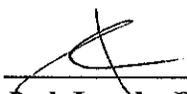
**Peter B. Elwell, Town Manager,
Town of Brattleboro**

4/19/17
Date



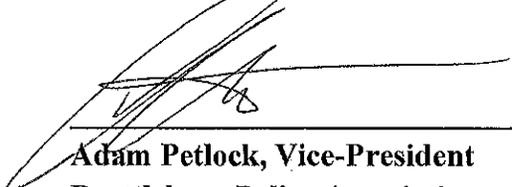
**Michael Fitzgerald, Chief
Brattleboro Police Department**

4/12/17
Date



**Josh Lynde, President
Brattleboro Police Association**

4/10/17
Date



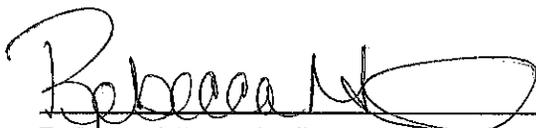
**Adam Petlock, Vice-President
Brattleboro Police Association**

04/10/17
Date



**Jason Hamilton, Treasurer
Brattleboro Police Association**

4/10/17
Date



**Rebecca Marrero, Secretary
Brattleboro Police Association**

4/10/17
Date

#22 SHIFT DIFFERENTIAL PAY

Sworn Officers

Those full time sworn police officers regularly assigned to the afternoon shift shall be entitled to shift differential pay of \$0.65 per hour. For the final twelve (12) months of this contract, the afternoon shift differential shall be raised to \$0.75 per hour. The afternoon shift differential begins at 2 p.m.

1st Shift	2nd Shift	3rd Shift
06:30 - 16:30	14:30 - 00:30	21:30 - 07:30

Those full time sworn police officers regularly assigned to the evening shift shall be entitled to shift differential pay of \$0.95. For the final twelve (12) months of this contract the evening shift differential shall be raised to \$1.20 per hour.

Dispatchers

There shall be three shifts used for staffing Central Dispatch. Dispatchers regularly scheduled for the Afternoon shift shall receive a \$0.65 per hour shift differential. Dispatchers regularly scheduled on the Evening shift shall receive a \$0.95 per hour shift differential. There shall be two swing shift positions. One swing shift position shall primarily work the Afternoon shift and shall be eligible to receive a \$0.65 per hour shift differential. A second swing shift position shall primarily work the Evening shift and shall be eligible to receive a \$0.95 per hour shift differential. For the final twelve (12) months of this contract, these shift differentials shall increase to \$0.75 and \$1.20, respectively.

Day	Afternoon	Evening
06:00 - 14:00	14:00 - 22:00	22:00 - 06:00
08:00 - 16:00	16:00 - 24:00	24:00 - 08:00

The employees entitled to shift differential are only those employees who actually work their regularly assigned shift. Leave hours are paid at their regular rates. Employees receiving shift differential will not be paid this benefit when their work shift changes for more than 40 hours (a one week assignment) during a pay period due to school training, meeting or special assignment. Likewise, employees not receiving shift differential will not become eligible for this benefit for overtime work or shift changes of less than 40 hours (a one week assignment) during a pay period.