

**Memorandum of Agreement  
Town of Randolph  
and  
New England Police Benevolent Association, Inc., Local 18**

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*Note: The following Memorandum of Agreement is an "Off-the-Record" document unless and until approved and ratified by both parties. In the event either side rejects or fails to ratify the Agreement, both sides are free to return to their last "on-the-record" positions.*

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The Town of Randolph and New England Police Benevolent Association, Inc., Local 18 hereby agree to a new three-year contract to be in effect from July 1, 2023 through June 30, 2026. Except as modified in this Memorandum, the terms and conditions of the old contract will be carried forward into the new contract. Exact language for inclusion in the integrated agreement shall be set off in 10-point type or in quotes; other language in the agreement represents agreements by the parties which may or may not be included in the agreement as written.

**1. Article II – Work Week**

**Revise Article II, Section 1, second sentence to read:**

The regular work week shall consist of one (1) tour of duty per day for four (4) consecutive days followed by two (2) consecutive days with no tour of duty, in that order, except for specialists designated by the Chief in accordance with Article XIII, who may be assigned to an alternate schedule (e.g., the administrative schedule) at the discretion of the Chief, in consultation with the affected employee.

**2. Article III – Seniority**

**Revise Article III, Section 1 to read:**

Section 1: No later than June 1 of each year, a list of all assignments for each rank and shift shall be posted on the bulletin board in the Police Station. Officers in each rank may indicate their preference for a shift by submitting the same in writing to the Chief of Police no later than June 20<sup>th</sup> of each year, said preference to be effective for the following fiscal year only.

**3. Article IV – Court Attendance**

**Revise Article IV, Section 3 to read:**

Section 3: If a member is called back from vacation, or any other approved time off, for a court trial, he/she will be compensated at time and one-half for hours worked and another vacation day or off owed.

**4. Article VIII – Paid Details**

**a. Revise Article VIII, Section A, subsection 19 to replace "Safety Officer" with "President or designee."**

**b. Revise Article VIII, Section B, subsections 3 and 3(a) to read:**

Section 3:

Except for Town department payroll paid details and construction details, the rate of pay for paid details will be sixty dollars (\$60.00) per hour; effective July 1, 2024 sixty-two (\$62.00); effective July 1, 2025 sixty-four (\$64.00) for all officers except Sergeants and Lieutenants when detailed in rank, and Patrolmen when performing the duties of a Sergeant or a Lieutenant. When not so detailed, Sergeants and Lieutenants will

receive Patrolmen's pay. When one or two officers are needed, they may be Patrolmen, Sergeants or Lieutenants, Patrolmen receiving preference.

Section 3(a):

For all private and construction road details and utilities details, the rate of pay for paid details will be sixty dollars (\$60.00) per hour; effective July 1, 2024 sixty-two (\$62.00); effective July 1, 2025 sixty-four (\$64.00) for all officers except Sergeants, Lieutenants, when detailed in rank, and Patrolmen when performing the duties of a Sergeant or a Lieutenant. When not so detailed, Sergeants and Lieutenants will receive Patrolman's when one or two officers are needed, they may be Patrolmen, Sergeants, or Lieutenants; Patrolmen receiving preference. An example of private construction road details is, but not limited to, the Phone Company, Gas Company, and a private contractor doing road work. When a third officer is needed, he/she will be a Sergeant at one dollar (\$1.00) per hour above the base detail rate for that fiscal year, or a Lieutenant or a Patrolman if no Sergeant is available at the same rate of pay. Fourth and fifth officers may be Patrolmen or Sergeants; Patrolmen receiving preference. When a sixth officer is needed, he/she will be a Lieutenant at two dollars (\$2.00) per hour above the base detail rate for that fiscal year, or a Sergeant or Patrolman if no Lieutenant is available at the same rate of pay. If more than one Sergeant or Lieutenant is employed on a detail, seniority in rank will prevail.

A Lieutenant will not be employed in a Sergeant's position unless no Sergeants are available. A Sergeant will not be employed in a Lieutenant's position unless no Lieutenants are available. The ten percent (10%) administrative fee contained in Section 1(c) of this Article is in addition to the detail rates specified herein.

- (a) The rate of pay for all Town Department payroll paid details shall be time and one-half the regular rate of pay of the officer working.
- (b) Except for Town department payroll paid details, the rate of pay for any work performed after eight (8) hours, from 7:00 pm – 7:00 am, Sundays and Holidays, will be paid for at time and one-half the regular rate for paid details.

**c. Revise Article VIII, Section B, subsection 6 to read:**

Section 6: All holiday rates will begin at 6pm the evening before all Holidays listed in Article VII, Section 1.

**d. Revise Article VIII, Section B, subsection 7c to read:**

(c) Randolph police officers may not work out of town details at liquor establishments such as bars, nightclubs and lounges, except that at the discretion of the Chief of Police, officers may be permitted to work details at Gillette Stadium.

**5. Article X – Agency Service Fee  
Delete Article.**

**6. Article XI – Clothing Allowance  
Revise Article XI by raising the clothing allowance by \$100 each fiscal year of the 2023-2026 agreement.**

**7. Article XII – Leave  
a. Revise Article XII, Section 8d to read:**

Section 8d: Sick Leave Buy Back Provision

An employee may request to buyback a portion of his/her sick time consistent with the terms of this section. Said employee must notify the Town Manager in writing on or before April 15<sup>th</sup> of each year, subject to the following provisions:

- A. An employee shall have at least 40 days of sick leave accumulated on July 1<sup>st</sup> in order to be eligible for this section.
- B. The buyback is at the employee's daily salary effective July 1<sup>st</sup> and based on a forty hour work week.
- C. The town shall pay the sick leave buyback no later than the last pay period in August.
- D. Such payment shall be made only to the employee's tax deferred compensation plan (section 457 of the IRS code)
- E. Such payment shall not be considered regular compensation under the provisions of MGL Ch. 32.
- F. All days of sick leave bought back by the employee shall reduce the employee's maximum accumulated sick leave allowed in section 2 by the same number of days.
- G. An Employee shall be eligible to buy back up to ten (10) sick days, provided however that an employee with at least 80 days accrued shall be eligible to buy back two (2) additional days per year, for a total of 12 days.

**b. Revise Article XII, Section 9 to read:**

Section 9: In the event of a death in the immediate family of an employee (child, father, mother, sister, brother, or step-child, step-father, step-mother, step-sister, step-brother, father-in-law, mother-in-law) the employee shall be granted an absence of five (5) scheduled work days without loss of pay. An absence of three (3) scheduled workdays shall be granted without loss of pay in the event of the death of the employee's grandparents, brother-in-law, sister-in-law, or grandparents of his/her spouse, grandchildren, aunts, uncles or a relative of the employee's or his/her spouse who is actually living in the immediate household of the employee at the time of death or at the commencement of final illness or accident. In the event the death occurs on Friday or Saturday, this leave shall be extended to four (4) scheduled workdays without loss of pay.

**8. Article XIII – Salaries**

- a. Bonus Pay: Full-time members of the bargaining unit (who are still employed with the Town of Randolph as police officers at the time of payment) shall receive a one-time bonus payment in the amount of \$3,000, minus lawful and customary deductions, after this MOA is approved by the Town Council.**

**b. Revise Section 1 to read:**

**Section 1a:**

1. The following pay scales shall apply to bargaining unit members based upon a 52.2 week year.

FY24

2.50%

7/1/2023

GRADE	MINIMUM	II	III	IV
P-1	\$61,703.82	\$62,993.85	\$65,014.65	\$67,183.09
P-2	\$69,108.28	\$70,553.11	\$72,816.42	\$75,245.07

GRADE	MINIMUM	II	III	IV
P-1-EMT	\$66,392.86	\$67,684.39	\$69,705.18	\$71,873.64
P-2-EMT	\$74,360.00	\$75,806.51	\$78,069.80	\$80,498.47

FY25 2.50%

7/1/2024	GRADE	MINIMUM	II	III	IV	V
	P-1	\$63,246.42	\$64,568.69	\$66,640.02	\$68,862.67	\$70,239.92
	P-2	\$70,835.98	\$72,316.94	\$74,636.83	\$77,126.19	\$78,668.72

GRADE	MINIMUM	II	III	IV	V
P-1-EMT	\$68,052.68	\$69,376.50	\$71,447.81	\$73,670.48	\$75,143.89
P-2-EMT	\$76,219.00	\$77,701.67	\$80,021.55	\$82,510.93	\$84,161.15

FY26 2.50%

7/1/2025	GRADE	MINIMUM	II	III	IV	V	10 yr
	P-1	\$64,827.58	\$66,182.91	\$68,306.02	\$70,584.24	\$71,995.92	\$73,435.84
	P-2	\$72,606.88	\$74,124.86	\$76,502.75	\$79,054.35	\$80,635.43	\$82,248.14

GRADE	MINIMUM	II	III	IV	V	10 yr
P-1-EMT	\$69,754.00	\$71,110.91	\$73,234.00	\$75,512.24	\$77,022.48	\$78,562.93
P-2-EMT	\$78,124.47	\$79,644.21	\$82,022.09	\$84,573.70	\$86,265.18	\$87,990.48

1/1/2026	GRADE	MINIMUM	II	III	IV	V	10 yr	20 yr
	P-1	\$64,827.58	\$66,182.91	\$68,306.02	\$70,584.24	\$71,995.92	\$73,435.84	\$74,170.20
	P-2	\$72,606.88	\$74,124.86	\$76,502.75	\$79,054.35	\$80,635.43	\$82,248.14	\$83,070.62

GRADE	MINIMUM	II	III	IV	V	10 yr	20 yr
P-1-EMT	\$69,754.00	\$71,110.91	\$73,234.00	\$75,512.24	\$77,022.48	\$78,562.93	\$79,348.56
P-2-EMT	\$78,124.47	\$79,644.21	\$82,022.09	\$84,573.70	\$86,265.18	\$87,990.48	\$88,870.38

## 2. Payment on the P-2 Scale.

The Chief may in his sole discretion, designate bargaining unit employees to serve as specialists in any of the following areas including but not limited to, Detectives, School Resource Officers, or Prosecuting officers, according to the Chief's determination as to the qualifications of such officers based on the needs of the Department and the expertise and/or training required for that specialty.

Those assigned to these specialist's positions will be compensated at a P-2 rate. No additional compensation shall be awarded for holding more than one specialty role.

All specialty assignments are at the discretion of the Chief and may be initiated or terminated by him at any time. The Chief reserves the right to add full time specialty assignments to fit the needs of the Department and community and assign the duties and responsibilities of specialists.

### Section 1b:

Officers appointed to specialty roles shall work a schedule determined by the Chief of Police.

Section 1c:

Under normal conditions each shift will be staffed with at least 6 patrol officers, including a station officer; and, one detective between the hours of 8 a.m. and 12 a.m. However, all staffing determinations rest within the discretion of the Chief of Police to meet the needs of the department and public safety.

**c. Revise Section 6 to read:**

Section 6:        Field Training Officers - The Field Training Officers (FTO) shall be compensated at the rate of one hour of overtime pay per shift for any shift where the officer actually served in the FTO capacity.

**9. Civil Service**

**Upon approval of the Town's request to exempt bargaining unit positions from the application of G.L. c. 31, Civil Service, the parties agree that the contract will be amended as set forth below to eliminate references to Civil Service and provide standards and procedures to be used in place of Civil Service.**

**A new Article shall read:**

**Article \_\_\_\_ -- Hiring and Promotions**

Upon implementation of the Town's request to exempt bargaining unit positions from the application of G.L. c. 31, Civil Service, matters concerning hiring, promotions and discipline of bargaining unit members shall be governed by this contract and Department Policy as described below.

Initial hiring shall be governed by Department Policy, and not subject to this agreement. Promotions shall be governed by the policy in Appendix A.

The parties acknowledge that G.L. c. 4 §4B(e) will apply to the revocation of civil service in that current incumbents at the time of revocation will retain their civil service rights to the extent permitted by law.

The Town shall convene a multi-rank working group, to include representation selected by the Union, to propose, review and consider suggestions for changes in the promotion policies, based upon the parties' experiences with the process, changing conditions in the department, the town and changes in applicable laws. The working group will devise the employee performance review component referenced in Section D5 of the promotion policy. Subsequent to the results or report of any multi-rank working group above, either party may demand to re-open negotiations on the promotional procedure only and may not include economic items.

The Town agrees to provide the Union with notice and an opportunity to bargain if it seeks to modify or expand the promotional process. Grievances alleging violation of the promotional process, including but not limited to, improper bypass of a candidate may be pursued under the Grievance Procedure in Article 5 of the collective bargaining agreement. All grievances under this promotional process will start at Step 2 (Town Manager). An arbitrator, in remedying any violation of this Article, may direct that the promotional process be repeated using the correct procedures, without the procedural violations identified in the award, and/or that the employee improperly bypassed must be placed at the top of the promotion list(s) until considered for a subsequent vacancy. Arbitrators shall not substitute their judgement for that of Town officials and may not direct the promotion of any person.

**10. Article III – Seniority**

**In connection with the Town's departure from Civil Service, the provisions of Article III shall be amended by revising Sections 2 and 3 to read:**

**Section 2:**

Seniority of an employee shall mean his/her ranking based on length of service in the Randolph Police Department, as measured from the first date of full-time employment after the employee's most recent appointment as a Randolph Police Officer, and as may be reduced by long term absences in excess of six months, or any unpaid leave in excess of three months. Newly hired employees with the same start date will be assigned to a seniority order based on rank on the promotion list so that there are no seniority "ties." Employees hired before July 1, 2023 have their seniority established on existing seniority lists using previously agreed methods.

**Section 3:**

A break in service occurs when an employee leaves the department through resignation, retirement, or discharge. A break in service will not generally occur where an employee retains employee status during an approved leave of absence, for example, for military service (within the duration limits of applicable law), line of duty injury under Chapter 111F, and approved sick leave. A break in service due to layoff may be cured if the employee is recalled within the recall period pursuant to this agreement. Where an employee is absent without being on any approved leave, the employee may be deemed to have resigned.

**11. New Articles Relating to Exit from Civil Service**

**In connection with the Town's departure from Civil Service, the following new Articles shall be added:**

**a. New Article – Discipline Process**

**Add a new Article to read:**

**Article \_\_: Discipline Process**

- A. Suspensions of five working days or less may be imposed by the Chief of Police in writing setting forth the grounds for discipline.
- B. In cases of suspensions more than five working days, or discharge, the following procedure shall be followed:
  1. The employee shall be given a written notice by the appointing authority, which shall include the disciplinary action contemplated and the specific reason or reasons for such action. The notice shall establish the time and place of the hearing and be given at least three working days before the hearing. The Appointing Authority may grant reasonable continuances of the hearing for good cause.
  2. The employee shall be entitled to a hearing concerning such reason or reasons before the appointing authority or a hearing officer designated by the appointing authority.
  3. The appointing authority shall issue a written decision.
- C. Any appeal from discipline issued may commence at Step 3 of the grievance procedure (Town Manager) in Article 5 of this agreement.

**b. New Article – Layoffs**

**Add a new Article to read:**

**Article \_\_: Layoffs**

- A. For the purposes of this Agreement, the term "layoff" means a reduction in the number of personnel in a particular rank, or in the department as a whole due to a lack of funds.
- B. Patrol officers will be laid off in order of inverse seniority in the patrol officer rank. In any such case a five (5) working days' advance notice of the contemplated demotion or layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union. The employee shall have a right to a pre-deprivation hearing before the appointing authority (or designee) about

whether there is lack of funds to justify the abolition of position and whether the layoff or demotion is consistent with seniority. The decision of the appointing authority shall be final with no recourse to the grievance procedure or arbitration, except that the determination regarding the order of layoffs shall be subject to grievance and arbitration.

- C. A demoted or laid-off employee shall have recall rights for a maximum period of five (5) years. Recall to employment or to higher ranks after demotion shall be in the inverse order of layoff or demotion. Notice of recall shall be via certified mail to the employee's last known address and by electronic mail to the employee's last known personal address. The employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the notice of his or her intention to return to the recalled position with the Randolph Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently.

**12. Impact Bargaining Completed – Civil Service.**

The Town intends to seek Town Meeting approval to exit Civil Service. Union and its members commit that they will not make any public written or verbal statements opposing withdrawal from Civil Service and not to make any such statements opposing a Town Council Order, Home Rule Petition and/or Ballot Question seeking authorization to withdraw from Civil Service.

**13. Promotion Policy – Appendix A**

**In connection with the exit from Civil Service, the Department shall establish a Promotion Policy in the form attached as Appendix A.**

**14. Housekeeping.**

- a. **By mutual agreement, grammatical and typographical errors will be corrected, and obsolete language will be deleted.**
- b. **Revise Duration Article (and if necessary renumber it to the last Article) to reflect the term of the agreement set forth in this MOA.**

The parties hereto execute this Memorandum of Agreement subject to the terms and conditions stated above, and subject to ratification and funding as outlined by M.G.L. c. 150E.

NEPBA, LOCAL 18

TOWN OF RANDOLPH

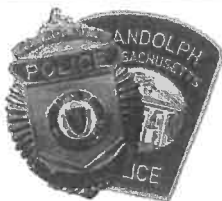
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Appendix A

	<b>RANDOLPH POLICE DEPARTMENT</b> <b>POLICY AND PROCEDURE</b>  <b>PROMOTIONS</b> <b>ADM - 28</b>	
Date of Issue: Review Date/Revised:	Issuing Authority: <b>Chief Anthony T. Marag</b>	
Certification Standards: Accreditation Standards: 34.1.4 Optional Accreditation Standards: 34.1.1 34.1.2 34.1.5 34.1.6		

**Policy****34.1.1****34.1.2**

It is the policy of the Randolph Police Department to recommend promotions of the best qualified individuals for the promotional positions based upon an employee's training, experience, and merit, and without regard to political considerations, favoritism, or other prohibited considerations [34.1.1]. The Town Manager is the Appointing Authority. No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category.

This policy applies to sworn officers only [34.1.2]

**Notification & Eligibility****34.1.1****34.1.2****34.1.4**

As part of his authority to manage the Department, the Chief of Police has the authority to administer the promotional process for the ranks of Sergeant and Lieutenant [34.1.2].

At least ninety (90) calendar days prior to any promotional process the Chief of Police will announce the promotion by posting a notice including [34.1.1]:

- a) The title of the position;
- b) The date, time and location of the examination and the assessment center;
- c) A description of the duties of the position;
- d) The eligibility requirements;



- e) List of resource materials upon which the written examination will be based;
- f) Any other components of the promotional process [34.1.4].

Personnel may be notified by one or more of the following methods: (1) notice posted within the police station; (2) notice read by supervisors at roll call; (3) electronic mail or alert system; or (4) U.S. Mail to the employee's home. Eligible employees, who are out of work due to illness, injury, active military duty or other leave, shall be mailed or emailed a copy of the examination notice.

The initial component of the promotional process shall be an examination administered by a professional testing firm hired by the Town. Eligible employees who wish to participate in the examination will be responsible for any fees associated with the examination as well as any costs for test preparation materials. The examination will focus upon the candidates knowledge in the following areas: Pertinent areas of law (including juvenile, criminal, motor vehicle, constitutional), and Department policies and procedures.

To be eligible for promotion to the rank of Sergeant the candidate must have three (3) full years of permanent full-time service with a police department, including two years of permanent full-time service in the Randolph Police Department [34.1.5 C].

To be eligible for promotion to the rank of Lieutenant the candidate must have completed one (1) full year at the rank of Sergeant with the Randolph Police Department [34.1.5 C].

## **Promotional Process**

Promotions will be based on a promotional process that must include the following elements: (1) written examination (2) assessment center; (3) interview which includes but is not limited to a background check and personnel records review. All aspects of the process will be announced 90 days in advance of examination.

Candidates must take and pass a written examination with a score of at least 70% in order to move to the next step in the testing process. Scores below 70% will end a candidate's chance of advancing to the Assessment Center. The second step in the process is the Assessment Center. The last step in the process is the interview. The Assessment Center is weighed as 75% of the candidate's total score with the Interview process weighed 25% percent of the total score [34.1.5 A].

A promotional process will result in a list of eligible candidates, ordered by scoring rank, from which one or more selections may be made

[34.1.5 B]. That list will be valid until a new list is established. The Town may commence a new promotional process to establish a promotional list at any time, but the Town will convene a new promotional process at least once every two years [34.1.5 D].

All promotions will consider at least "2N+1" candidates based upon their ranking on the promotional list, with "N" equal to number of vacancies, provided there are sufficient candidates on the promotional list [34.1.5 D].

The Assessment Center component of the process will be video, and audio recorded, and such recordings shall be available for viewing after the process is complete for the purpose of any grievance. A failure to obtain a recording through error or technical breakdown shall not per se invalidate the process.

No assessor scoring the assessment center will be a current or former employee of the Town of Randolph. Town of Randolph employees may participate in other elements of the selection process.

#### **Candidate Interviews** **34.1.1**

Interviews will be based on a common set of prepared questions, subject to follow-up questions at the discretion of the interviewer(s). All candidates will be asked identical initial questions. The Chief of Police will select the committee to give the interviews to candidates, including but not limited to his or herself, the Town Manager, ranking officers, etc. [34.1.1]

#### **Candidate Selection**

Promotions will be made at the discretion of the Town Manager, with input from the Chief of Police, after considering all applicable factors, including, in no particular order [34.1.5 D]:

- a) Results of promotional process components;
- b) Formal education and training;
- c) Job-related experience, including experience as a military veteran;
- d) Personnel record of the employee;
- e) Employee performance and promotion potential as assessed by supervisors;
- f) Contribution to the community;
- g) Attitude towards the Department and police work;
- h) Work ethic and initiative.

The Town Manager is the appointing authority and shall determine the final selection of the candidate for promotion.

Candidates may submit materials relating to the above criteria for the Chief's review to supplement Departmental personnel records.

All promotional records (test, lists, interview questions, appeals, appointments, etc.) will be secured and stored with the Human Resources Department.

**Promotional  
Probation**

A probationary period of 6 months will be completed for all newly appointed Sergeants and Lieutenants. A review of performance for newly appointed Sergeant's will be conducted by the Commanding Officer of their assigned shift and the Commander of Personnel. A review of performance for newly appointed Lieutenant's will be conducted by the Commander of Personnel and the Commander of Administration. [34.1.6]