

Memorandum of Agreement

By and between the

New England Police Benevolent Association, Inc, Local 18B,

And

The Town of Randolph, Massachusetts

WHEREAS, the Town of Randolph (the "Town") and New England Police Benevolent Association, Inc., Local 18B (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") to for the period July 1, 2020 through June 30, 2023; This offer and Agreement shall be considered off-the-record until ratified by Local 18B's membership and the Town. The bargaining teams shall sponsor and support such ratification. This offer shall only be good, unless accepted, to September 25, 2021.

WHEREAS, the Town and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. Article VI - Dress Code

Add new paragraph at bottom of section to read:

Each employee will be allowed a clothing replacement allowance not to exceed two hundred fifty dollars (\$250), effective July 1, 2021. Payment will be made upon presentation of vouchers except where the employee is reimbursed by a third party.

2. Article VII - Sick Leave Program, New Section H

Add a new section H to read as follows:

An employee who works his/her regularly scheduled tour of duty between July 1 and December 31 without using sick leave shall be credited with one (1) day off owed; between January 1 and June 30 without using sick leave shall be credited one (1) day off owed. These days shall be taken at the discretion of the Chief of Police. Off owed days under this section may be accumulated and carried over from year to year to a maximum of four (4) days.

3. Article IX - Holidays

Add new paragraph at bottom of section to read:

The parties agree that should Juneteenth (June 19th) day be declared / recognized as a holiday by the Randolph Town Council, then it will be recognized as a holiday under this agreement.

4. Article XIV - Vacation

Change to read as follows:

Vacation shall be granted on a seniority basis within shift. There will be allowance for an employee to split vacation if he/she so desires, and he/she will not be required to take successive weeks of vacation. Any employee may take one (1) week summer vacation if he/she so desires and he/she will not be required to take successive weeks of vacation.

Requests for vacations must be made at least two (2) hours in advance. Any employee shall be entitled to take his vacation in part by taking individual days off. Request for vacations may be denied if there isn't adequate coverage.

No more than (1) employee per shift may be on vacation at one time unless the employee is able to secure a replacement. Whenever an employee swaps a shift with another employee, he/she must work the shift for which he/she swapped.

Vacations will be based on the employee's full-time employment in the Town from the anniversary date of his initial employment. A weeks' vacation shall consist of five (5) workdays. All vacation is granted with full pay.

<i>CONTINUOUS EMPLOYMENT</i>	<i>VACATION TIME</i>
After six (6) months	10 days
Start of seconded (2) year	11 days
Start of third (3) year	12 days
Start of forth (4) year	15 days
Start of tenth (10) year	20 days
Start of twentieth (20) year	25 days

One (1) week of vacation may be carried over from one fiscal year to the next and that said week will not be available for buyback upon resignation or retirement.

Upon the death, retirement or resignation of the employee who is entitled to vacation under this article shall be paid to him/her or his/her estate for the vacation not used at the time of separation

Vacation under this article shall be taken from July 1 to June 30.

An Employee who is on an approved vacation week (4 consecutive workdays) shall not be eligible to be ordered into work, except for an emergency, during that vacation period. Employees shall be ineligible to work overtime during their vacation weeks.

This Agreement may be amended at any time by mutual agreement.

5. Article XXIV - Wages

Add a new paragraph to read as follows:

The parties agree to reopen this section if anyone in the Town receives a hazardous duty / Coronavirus payment during the life of this agreement.

6. NEW ARTICLE – MISCELLANEOUS, Section 1

Change to read as follows:

Section 1. HEALTH AND WELLNESS - Members of Local 18B shall take part in a four (4) hour seminar yearly in the subject of health and wellness. These seminars will consist of stress management, nutrition, exercise, coping techniques and various other topics relating to health and wellness. The stipend for attending this seminar will be seven hundred (\$700) dollars a year; effective July 1, 2022 – eight hundred (\$800) dollars a year. The program will be setup and sponsored by the Town.

7. Article XV - Work Week

Change to read as follows:

Employees covered by this Agreement shall work the minimum average of forty (40) hours per week. All hourly wages will be computed on a forty (40) hour week. 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.

Effective July 1, 2017, all employees working the Night Shift shall receive an seven (7%) percent differential.

Effective July 1, ~~2017~~ 2021, all employees working the Swing Shift shall receive an eight and a half (8.5%) percent differential.

Effective July 1, ~~2019~~ 2021, all employees working the Midnight Shift shall receive a ~~nine (9%)~~ ten (10%) percent differential.

The Hours of Work shall be in three shifts:

12:00 p.m. to 8:00a.m.
8:00a.m. to 4:00p.m
4:00p.m. to 12:00 p.m.

The Chief shall retain the authority to change the start and end times of the shifts as he determines to be in the best interests of the department.

Whenever an employee is held over more than five (5) minutes beyond the end of his/her shift, the time shall be rounded to the next half hour for determining compensation.

Whenever an employee swaps a shift with another employee, he/she must work the shift for which he/she swapped.

In no event shall an employee be required to work more than a double shift.

The parties understand and agree that the Town may utilize part-time employees. Part-time Dispatchers will be utilized to fill the two (2) tours of duty per rotation not filled by full-time dispatchers and in addition shall also be permitted to fill in for dispatchers during training exercises. Part-time dispatchers shall be eligible for overtime assignments, up to a maximum of forty-eight (48) hours a month, but only after such assignments have been refused by full-time dispatchers, with the exception of training assignments to which part-time dispatchers will be utilized first.

8. Article XXX - Duration

Change to read as follows:

This Agreement shall become effective July 1, 2020, or at such later date as to certain provisions thereof as may be specifically referred to in this Agreement and shall continue in full force and effect until June 30, 2023. If no agreement is reached before June 30, 2023, this Agreement shall remain in full force and effect until an agreement is reached for a successor agreement,

THIS Agreement is subject to ratification by the Town of Randolph Board of Selectmen and by New England Police Benevolent Association, Inc., Local 18 and subject to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Randolph and by New England Police Benevolent Association, Inc., Local 18B

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this _____ day of September, 2021,

TOWN OF RANDOLPH,
By its Bargaining Team,
duly authorized,

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 18B,
By its Bargaining Team, duly authorized,

Town Manager

Sean R. McArdle
State Director

TOWN COUNCIL

LOCAL 18B

President

President

Vice President

Vice President

At-Large

Secretary / Treasurer

At-Large

At-Large

District 1

District 2

District 3

District 4