

# Memorandum of Agreement

By and Between the  
New England Police Benevolent Association Local 18,  
And  
The Town of Randolph, Massachusetts

The Town of Randolph (“the Town”) and the New England Police Benevolent Association, Inc, Randolph Police Patrol Officers Association (“Local 18”) hereby agree that the collective bargaining agreement between the Town and Local 18 will be extended for three years, through June 30, 2029, with the changes agreed to by the parties’ negotiating teams as set forth below. This offer and Agreement shall be considered *off-the-record* until ratified by Local 18’s membership and the Town. The bargaining teams shall sponsor and support such ratification.

WHEREAS, the Town and Local 18, have bargained collectively for a new collective bargaining agreement (the "New Agreements") for the period July 1, 2026 through June 30, 2029.

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

NOW THEREFORE, in consideration of the mutual promises herein, Local 18 and the Town agree that the following changes will be incorporated into the Parties’ current collective bargaining agreement, subject to the required ratifications

1. **Article V – Vacation**: Add the following sentence to Article V, Section 10 for clarification purposes:

“Any vacation time that is not carried over into the following fiscal year will be forfeited.”

2. **Article VIII – Paid Details**: Replace current article with cleaned up language as agreed to by the parties in Exhibit A. The paid detail rates shall be:

|              |               |
|--------------|---------------|
| July 1, 2026 | \$75 per hour |
| July 1, 2027 | \$78 per hour |
| July 1, 2028 | \$80 per hour |

New language will include: Detail rates cannot decrease after the officer starts the detail.

3. **Article X – Clothing Allowance**: Replace current language of Article X with the following:

Section 1. The Union agrees that all clothing and equipment shall be the property of the Town and that upon discharge, retirement or death, shall be returned to the Town, but that during the interim of employment shall be in the custody of the employee(s).

Section 2. Effective July 1, 2025, the annual clothing allowance for permanent uniformed members of the Union will be two thousand dollars (\$2,000.00). Each employee will be required to maintain his or her clothing and equipment to standards established by the Chief of Police and purchase their clothing and equipment only at vendors approved by the Chief of Police. The Chief

of Police may require employees of the bargaining unit to purchase a Class A uniform with their clothing allowance.

Section 3. Effective July 1, 2025, a newly appointed, uniformed member of the Union shall receive an initial uniform allowance of two thousand dollars (\$2,000.00).

Section 4. Employees required to ride motorcycles shall be provided with helmets, leather jackets, breeches, boots and gloves, all items subject to the approval of the Chief of Police.

Section 5. Employees hired by the Town of Randolph who separate from service prior to completing five (5) years of service with the Town, shall be responsible to reimburse the Town for costs associated with the initial uniform and equipment issued in accordance with the below sliding scale.

| <u>Separation</u> | <u>Amount Owed</u> |
|-------------------|--------------------|
| 0-1 years         | \$2,000.00         |
| 1-2 years         | \$1,600.00         |
| 2-3 years         | \$1,200.00         |
| 3-4 years         | \$800.00           |
| 4-5 years         | \$400.00           |
| 5 years +         | \$0.00             |

The parties acknowledge that such reimbursement will be deducted from the employee's final paycheck as a legal offset. Further, the employee will be required to remit payment to the Town within one week after their separation in the event the final paycheck does not cover the owed reimbursement amount subject to this agreement. In order to comply with Massachusetts Wage and Hour Laws, all employees must execute an individual agreement at the beginning of their employment in which they acknowledge and agree that deductions will be made from their final paycheck if they have not completed enough service with the Town to meet the criteria laid out for forgiveness of their debt to the Town for the costs of the initial uniform and equipment issue.

4. **Article XI – Leave:** Replace current language in Article XI, Section 9 with the following:

“Employees shall be entitled to bereavement leave as follows:

- (a) In the event of a death in the immediate family of an employee (spouse, 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.
- (b) An absence of three (3) scheduled work days 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 for four (4) scheduled workdays without loss of pay.

The Chief may require documentation, such as an obituary or death certificate, and/or evidence of relationship/household status to verify eligibility for leave under this Section.”

5. **Article XII – Salaries:** Apply the following cost of living adjustments to the salary scales at Section 1(a):

| Fiscal Year | Cost of Living Adjustment |
|-------------|---------------------------|
| FY27        | 0%                        |
| FY28        | 2.5%                      |
| FY29        | 2.5%                      |

Effective July 1, 2026, officers who do not have a degree and are not eligible for a benefit under Article XV-Advanced Training, shall receive a one-time stipend equal to one percentage (1%) of the officer’s base pay to be paid weekly.

6. **Article XV – Advance Training:** Revise Article XV to clean up outdated/unnecessary language and eliminate the current two-tiered incentive system for all members who have or who achieve a degree in the field of police work from a fully accredited college or university. Replace current language and two-tiered system with the following:

**Section 1:** *no change*

**Section 2:** Effective July 1, 2026, all current and future eligible employees covered by this Agreement, shall be entitled to the following Career Incentive base salary increases for credit hours and degrees earned in the field of police work (criminal justice/criminal law) from fully accredited colleges or universities. All semester credits and degrees shall be earned in an educational institution accredited by the New England Association of Colleges or Secondary Schools or by the Board of Higher Education. Other degrees may be accepted, on a case-by-case basis, if deemed related by the Town Manager and Chief of Police. Employees who would like to receive the career incentive for a non-criminal justice degree must obtain approval of their job-related degree prior to starting the program. The Town's decision on whether to approve an employee's request to recognize a degree in a related field shall be final. Examples of degree programs that may be deemed job related include: Sociology, Psychology, Homeland Security, Communications, Counseling, Legal Studies, Masters of Business Administration (MBA), Masters of Public Administration (MPA), and Forensic Science. Employees of the Town as of July 1, 2026, who have already obtained one of the above degrees, and new employees who are hired with one of the above degrees, shall be eligible to receive a career incentive base salary increase.

Career incentive base salary increases shall be predicated on the accumulation of points earned in the following manner: one point for each semester hours credit earned toward a Bachelors or an Associate Degree (only available to individuals enrolled in or credits earned towards a criminal justice or criminal law degree); sixty points (60) for an Associates Degree; one hundred and twenty points (120) for a Bachelors Degree; and one hundred fifty (150) points for a Masters or Law Degree.

- Employees with 10 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to three percent (3%) the employee's base pay.
- Employees with 25 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to six percent (6%) the employee's base pay.
- Employees with 40 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to ten percent (10%) the employee's base pay.
- Employees with an "Associate's Degree" (60 credits) from an accredited educational institution will be paid an amount equivalent to fifteen percent (15%) of the employee's base pay.
- Employees with a "Bachelor's Degree" (120 credits) from an accredited educational institution will be paid an amount equivalent to twenty percent (20%) of the employee's base pay.
- Employees with a "Master's Degree" or a "Juris Doctor" (150+ credits) from an accredited educational institution will be paid an amount equivalent to thirty percent (30%) of the employee's base pay.

**Section 3:** On or before May 15 of each year, each eligible employee desiring to receive Educational Benefits shall provide the Town with satisfactory proof in writing of the total courses completed or scheduled to be completed and applicable grades earned for courses taken since May 15 the year before. Credits shall only be earned and compensable on the condition that each employee maintain a grade of "C" or better in each course taken and earned in an educational institution accredited by the New England Association of Colleges or Secondary Schools or by the Board of Higher Education.

**Section 4:** no change

**Section 5:** no change

7. **Article XXVI – Maternity Leave:** Rename article "Statutory Leaves" and update/replace existing language to address Statutory leaves, including Parental Leave.
  1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked at least 1,250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their right to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").
    - a. **FMLA:** The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave a year for the birth, adoption, or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

- b. **SNLA:** The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of an employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments or other professional services related to the elder's care, such as interviewing at nursing or group homes.
    - c. **MPLA:** The MPLA provides an employee who has been employed for three (3) months as a full-time employee with eight (8) weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. Provided the employee gives two-weeks' notice of their intent to return and returns at or before the expiration of 8 weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
  2. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute.
  3. If an employee qualifies for FMLA, MPLA or SNLA leave, the Town has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the Town, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate, in accordance with 29 CFR 825.201.
8. **Article XXX – Residency** – Revise Article XXX to exclude the residency requirement for employees hired from the Civil Service Local Register List.
9. **Article XXXIV – Civil Service** – Amend Article XXXIV to state that the Town/Department will have the discretion to utilize a sole assessment center and/or the current civil service promotional exam for promotions for all employees.
10. **New Article – Drug and Alcohol Policy:** Replace current article with proposed language in Exhibit B, attached.
11. **New Article – Police Officer Standards and Training (POST) Stipend:** Create a new article that provides as follows:

“Recognizing the increased responsibilities created by the Police Reform Act of 2020, effective July 1, 2028, all bargaining unit members who are certified by the Massachusetts POST Commission and maintain a valid, active POST certification, shall receive a one (1%) percent base salary increase effective July 1, 2028.

The aforementioned stipend shall be in consideration of the Union’s express acknowledgment and agreement that the Town has, as of the date of execution of this Agreement, satisfied its bargaining obligations with respect to any potential impacts on members of the Union resulting from the enactment and implementation of the Police Reform Act of 2020 and any

regulations promulgated thereunder as of the date of this Agreement by the Police Officer Standards and Training (POST) Commission resulting Department policies and procedures. The parties agree that decertification by POST constitutes just case for termination.  
”

12. **New Article – Police Academy Tuition** – Add new article to read as follows:

Effective July 1, 2026, employees hired by the Town of Randolph, who are required to attend the Municipal Police Training Committee (“MPTC”) Certified Academy or equivalent and who separate from service prior to completing five (5) years of service with the Town, shall be responsible to reimburse for tuition and associated expenses of the MPTC Certified Academy or equivalent in accordance with the below sliding scale.

| <u>Separation</u> | <u>Amount Owed</u> |
|-------------------|--------------------|
| 0-1 years         | \$3,000.00         |
| 1-2 years         | \$2,400.00         |
| 2-3 years         | \$1,800.00         |
| 3-4 years         | \$1,200.00         |
| 4-5 years         | \$600.00           |
| 5 years +         | \$0.00             |

The parties acknowledge that such reimbursement will be deducted from the employee's final paycheck as a legal offset. Further, the employee will be required to remit payment to the Town within one week after their separation in the event the final paycheck does not cover the owed reimbursement amount subject to this agreement. In order to comply with Massachusetts Wage and Hour Laws, all employees must execute an individual agreement at the beginning of their employment in which they acknowledge and agree that deductions will be made from their final paycheck if they have not completed enough service with the Town to meet the criteria laid out for forgiveness of their debt to the Town for the costs of the initial uniform and equipment issue.

13. **Article XXIII – Duration:** Update Article number and revise language to reflect three year contract for the period July 1, 2026 through June 30, 2029.

**Housekeeping** (i.e., dates, integrate interim agreements, remove any reference to the Town’s personnel bylaw, personnel board and Select Board as the appointing authority, and delete other moot language, etc. will be made in the process of finalizing an integrated CBA.)

- Delete reference to Town Personnel Bylaw under Article XII, Section 2 (longevity).
- Delete reference to Personnel Bylaw under Article XXVII, Section 1 on page 33.
- Recognition Clause – remove reference to “full time Civilian Dispatchers”
- Article IX – Union Dues: Remove reference to Sean R. McArdle

IN WITNESS WHEREOF, Local 18 and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this \_\_\_\_ day of April 2026,

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

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

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