

AGREEMENT

BY AND BETWEEN

TOWN OF RANDOLPH, MA

AND THE



NEW ENGLAND
POLICE BENEVOLENT ASSOCIATION

LOCAL 18

JULY 1, 2026 THROUGH JUNE 30, 2029

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AGREEMENT

This agreement is entered into by and between the Town of Randolph, Massachusetts (hereinafter referred to as the "Municipal Employer") and the New England Police Benevolent Association, Inc. (hereinafter referred to as "New England PBA" or the "Union") and is designed to maintain and promote a harmonious relationship between the Municipal Employer and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

RECOGNITION AND BARGAINING UNIT

The Municipal Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all permanent full-time police officers of the Randolph Police Department in the rank of Patrolman and full-time Civilian Dispatchers.

ARTICLE I

LOCAL 18 NEW ENGLAND PBA REPRESENTATIVES

Section 1: The Town agrees to recognize the officers (President, Vice President, and Secretary/Treasurer) and one steward per shift of the Local 18, New England PBA as the representatives of Local 18, New England PBA, and that reasonable time will be allowed to process complaints and/or grievances during working hours.

Section 2: Local 18, New England PBA agrees to provide the Police Chief and the Town Manager with a written list of officers, stewards, and the collective bargaining negotiating team in December of each year. Said written list shall be updated when any change(s) occur.

ARTICLE II

WORKWEEK

Section 1: Employees covered by this Agreement shall work the minimum average of forty (40) hours per 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, except for specialists designated by the Chief in accordance with Article VIII, 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. These officers working a five (5) and two (2) shift shall receive the same number of days off annually as officers working the four (4) and two (2) shift. The scheduling of these additional days off shall be at the discretion of the Chief of Police.

Section 2: The Police Department operation must be conducted on a seven (7) days per week basis, twenty-four (24) hours per day. There are rotations A, B, and C on all shifts, which are the day off rotations necessary to staff the shift with a 4 and 2 work schedule (8am-4pm; 4pm-12am; 12am-8am.

Section 3: Swaps

A. (Permanent Swaps) Upon notification and approval to the Chief of Police or his designee any member of the bargaining unit who after choosing his/her assignment and shift as outlined in section, swaps his/her shift with another officer, shall forfeit all

seniority rights within his/her newly assigned shift. This will be in terms of assignment within the shift and pre-assigned vacation according to Article V Vacation of this agreement. Any member of the bargaining unit shall be allowed to make a permanent shift swap only once in the calendar year, with the Chief's approval.

B. (Individual Swaps) Upon notification to the Chief of Police or his designee each member of the bargaining unit will be allowed to exchange twenty-five (25) shifts with other bargaining unit members of equal rank.

C. (Individual Swaps) Upon notification to the Chief of Police or designee each member of the bargaining unit who is in any branch of the Military Service will be allowed to exchange twenty-five (25) shifts with other bargaining unit members of equal rank.

Section 4: Temporary Assignment to Duty (TAD)

1. The assignment of officers from their normally assigned shift to days for the purpose of training will include all training that is designated as in-service training. This will involve the training conducted or sponsored by the Massachusetts Criminal Justice Training Council (MCJTC) at the Academy or any of its other training facilities. It also includes training conducted or sponsored by the Randolph Police Department in lieu of training by the MCJTC, up to a maximum of 40 hours of in-service training.
2. For the purpose of this agreement the training year will be designated as July 1st through June 30th.
3. In-service training is designated as separate from specialized training.
4. Upon successfully completing and passing forty (40) hours of in-service training Officers shall receive two (2) off owed days. It is the responsibility of the Town to ensure that each officer is offered forty (40) hours of in-service training in each training year. If the Town fails to offer an Officer forty (40) hours of in-service training in a training year, that Officer will be credited with two (2) off-owed days.
5. All Officers will be entitled to two (2) off owed days irrespective of whether they work a four (4) days on duty followed by two (2) days off schedule or an administrative schedule or whether the Officer works the day or night shift, the 8:00 am to 4:00 pm shift, 4:00 pm to 12 am shift, or 12:00 am to 8:00 am shift.
6. If the in-service training should occur on an Officer's regularly scheduled day off, the Officer shall be compensated at time and one-half his/her regular rate of pay in accordance with Article XIII, Section 2 (c) of the Collective Bargaining Agreement between the Town of Randolph and the New England PBA Local 18.
7. All Officers attending in-service training on a regular scheduled workday will be temporarily assigned to days to attend the training. Every Officer assigned to four (4) days on duty followed by two (2) days off schedule will receive at least eight (8) hours of training at time and one half his/her regular rate of pay.
8. All training in excess of forty (40) hours shall be TAD with no additional accumulation of off owed days. If the town fails to offer an officer forty (40) hours of in-service training by June

1st each training year, that officer will be credited with two (2) off owed days, no later than June 1st.

9. All members of the bargaining unit who attend any training on his/her days off will receive overtime at time and one half (1½) his/her rate of pay for all hours attended.

ARTICLE III

SENIORITY

Section 1: No later than April 1 of each year, a list of all assignments for each rank and shift shall be posted on the bulletin in the Randolph 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 April 20 of each year, said preference to be effective for the following fiscal year only.

Insofar as possible and compatible with the needs of the Police Department, the Police Chief shall assign members to their preference on the basis of seniority. Any officer who feels that seniority has not been considered in his/her assignment may submit his/her complaint as a grievance under the Grievance Procedure established by this Agreement. The assignments posted by April 1 shall include the 8 to 4 shift (all shift rotation A, B, and C), the 4 to 12 shift, the 12 to 8 shift, and the swing shift (two 4-12 shifts/two 12-8 shifts). Officers shall bid in order of seniority beginning April 1 and proceeding in a timely manner. Any officer who is unavailable when his/her turn to bid occurs shall be contacted by phone and allowed to bid in his/her proper sequence. Each officer shall exercise his/her bid at the time that his/her turn to bid, by seniority, arises, either in person or by phone.

Section 2: A seniority list by rank, in addition to that set by Civil Service, shall be established. The seniority list so established shall govern in all matters under this Agreement except where adherence to the Civil Service Seniority List is required by law. This list shall be brought up to date on July 1st of each year and immediately posted on the bulletin board in the Police Station.

Section 3: Seniority shall commence from the date of appointment as a permanent full-time member of the Randolph Police Department. If more than one person is appointed on the same date, seniority shall be established in order of standing on the Civil Service List.

Section 4: Seniority shall be broken by resignation or termination for just cause.

Section 5: In the event of a layoff, the reduction in force shall be in the order as follows:

- a. Temporary & probation employees shall be laid off first, followed by those civilian dispatch employees.
- b. Permanent police officers shall next be laid off, without regard to rank, classification. Recall: An employee shall be recalled in reverse order of layoff. An employee shall retain recall rights for not more than (3) years, or until refusal of a job offer within the division from which he/she was laid off, whichever occurs first provided the employee retained has the ability to perform the job in a competent manner.

Section 6: Seniority shall not be broken by vacation time, sick time, injury leave, temporary lay-off or leave of absence.

ARTICLE IV

COURT ATTENDANCE

Section 1: Any member of the Employee Organization who is requested to appear at court on the criminal business of the Police Department or with the approval of the Chief on the criminal business of another Police Department, or any time an officer is required to appear at court on civil business, as a result of the performance of his/her duties shall, if not on his/her regular tour of duty, be paid time and one-half his/her regular rate of pay for the time he/she is required to be in attendance in court, including travel time to and from the Police Headquarters. For any such attendance, he/she shall receive a minimum of four (4) hours pay at time and one-half his/her regular rate of pay.

Section 2: If any member receiving time and one-half his/her regular rate of pay goes to court in a Police Department vehicle and is unable to return to the Police Station upon completion of his/her attendance at court, he/she shall continue to receive time and one-half his/her regular rate of pay until he/she is returned to the Police Station.

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 day off owed.

ARTICLE V

VACATION

Members of the Employee Organization shall be entitled to the following paid vacations yearly:

Section 1: An employee shall be granted twelve (12) days of vacation with pay, each fiscal year, providing he/she has completed thirty (30) consecutive weeks of service prior to June 1st.

Section 2: Every such employee who has completed five (5) continuous years of service shall, in the fiscal year during which this length of service has been completed, be granted seventeen (17) days of vacation with pay.

Section 3: Every such employee who has completed ten (10) continuous years of service shall, in the fiscal year during which this length of service has been completed, shall in the fiscal year during which this length of service has been completed, be granted twenty-two (22) days of vacation with pay.

Section 3b: Every such employee who has completed twenty (20) continuous years of service shall, in the fiscal year during which this length of service has been completed, be granted twenty-seven (27) days of vacation with pay.

Section 3c: Effective July 1, 2012, in addition to the vacation allowances provided in subsection (1) each employee who has completed another year (1) of continuous years of service shall, in the fiscal year during which this length of service has been completed, be granted an additional one (1) vacation day with pay; up to a maximum of 30 days. (Example 1 year = 11 days; 2 years = 12 days; 3 years = 13 days; 4 years = 14 days; 5 years = 15 days; 6 years = 16 days, etc.)

Section 4: Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance earned in the vacation year during which the employee dies up to the time of his/her separation from the payroll.

Section 5: Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted, in the vacation year prior to such dismissal, retirement or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during with such dismissal, retirement or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.

Section 6: Absences on account of sickness in excess of that authorized under the rules thereof, or for personal reasons as provided for under other leave may, at the discretion of the Department Head, be changed to vacation leave.

Section 7: An employee shall be granted an additional day off of vacation if, while on vacation leave, a legally designated or observed holiday occurs.

Section 8: Vacation allowance provided under the terms of this section must be taken before **May 1st** of the fiscal year.

Section 9: If an employee is on vacation and is confined to a hospital, he/she shall, upon confinement to the hospital, be taken off vacation leave and put on sick leave. The Chief shall be notified of the confinement to the hospital within seven (7) days. The employee shall be entitled to the balance of his/her vacation leave at a date in the same fiscal year which will not conflict with Section 6 of this Article.

Section 10: All members of the bargaining unit, upon notification to the Chief of Police, or designee, will be allowed to carry over one week's vacation (5 days) into the following fiscal year. This notification must be made by May 1st of the current fiscal year. An employee may revoke his/her vacation carryover request at any time during the fiscal year. The employee must use the carried over vacation week in the following fiscal year. At no point shall an employee be paid more than fifty-two (52) weeks per year. Any vacation time that is not carried over into the following fiscal year will be forfeited.

ARTICLE VI

VACATION DISTRIBUTION

Section 1: Priority of selection of vacation period shall be based upon seniority in the Police Department of the Municipal Employer.

Section 2: Any permanent member entitled to six (6) weeks of vacation shall have priority selection of five (5) weeks of vacation, and then any permanent member entitled to five (5) weeks of vacation shall have priority selection of four (4) weeks of vacation, and then any permanent member entitled to four (4) weeks of vacation shall have priority selection of three (3) weeks of vacation, and then any permanent member entitled to three (3) weeks of vacation shall have priority selection of two (2) weeks of vacation, and then any permanent member entitled to two (2) weeks of vacation shall have priority selection of one (1) week of vacation. The permanent members shall then select the remaining weeks of vacation.

Section 3: All permanent members shall submit their selections for the following fiscal year on or before July 1st or be by-passed.

Section 4: It is the intent of this paragraph that no more than two (2) Patrolmen and one (1) Detective (per unit/division) per shift shall be able to be on vacation at one time during the contract period, unless the position does not require it to be back filled.

ARTICLE VII

PAID

HOLIDAYS

Section 1: The following holidays shall be paid holidays for all members of the Employee Organization:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Section 2: Holiday pay shall be one-fifth (1/5) of the employee's average base weekly salary and shall be paid to each employee over and above his/her weekly salary when he/she is on the Police Department payroll at the time of such holiday, regardless of whether or not he/she works said holidays. Holiday pay for the fiscal year shall be payable on the first pay day in June.

Section 2a: Effective December 25, 2021, the December 25th paid Christmas holiday shall be paid each year at the top overtime rate of the highest paid member of Local 18. This payment will be included within the yearly holiday pay.

Section 3: Any employee scheduled to work on a holiday as referred to in Section 1, who calls in sick on that day, shall not receive holiday pay for that day unless the employee provides a doctor's note.

Section 4: If the day on which a holiday is observed falls on an officer's scheduled day off and/or an officer is ordered to work a shift other than his/her normally scheduled shift that day, said officer shall receive double time for all hours worked.

ARTICLE VIII

PAID

DETAILS

Section 1:

- a. The Town agrees that the following provisions shall govern the assignment of extra paid details to employee(s) where the detail is to be paid for by a Town department or by a governmental body or by an outside individual, group or corporation or organization. A paid detail is work performed in addition to the regular tour of duty, for which additional compensation is received.
- b. A paid detail for a Town Department is a detail which is paid out of the Town Department budget without any payment, contribution or reimbursement to the Town Department or to the Town of Randolph.
- c. Since the Town has accepted the provisions of M.G.L. Ch. 44 Section 53C, the rate of details shall be increased by 10% and the 10% shall be retained by the Town for defraying the cost of administering the payment of details. The Town will retain the full amount of the administrative fee, and all details will be paid out of the dedicated detail account.
- d. All School Department details shall be paid at the overtime rate or one and one-half the officer's regular hourly rate of pay.

Section 2: Distribution/Procedure:

- a. A Randolph police officer who wishes to work a paid detail as described in Section 1, above, must do so during his/her off-duty time, meaning a time he or she is not scheduled to work for the Randolph Police Department or appear as a witness or complainant in the Courts.

1. The assignment of officers to any paid details shall be administered by the current system of Detail Tracking System (“DTS”) and/or as designated by the Chief of Police.
2. Details performed between Sunday and Saturday of each week will be paid the following Thursday. Officers’ detail weekly hours will be reset on Saturday in the afternoon and added to the yearly hours.
3. Details scheduled for 6am to 4pm the following day will be filled the night before with overtime, Randolph details, and out-of-town details in that order. Details scheduled for 4pm will be filled that day at a reasonable time.
4. Officers who are not available to work the full eight hours will be allowed to work hour for hour after four hours provided no one else is available to work the detail. This will not change anything in the contract with regards to the automatic eight (8) hours of pay after four (4) hours as set forth above.
5. As of January 1st of any year, assignments of details and overtime work will be assigned as of the respective standing at the end of the last week of December of the previous year.
6. Permanent full-time officers are prohibited from working more than twenty (20) consecutive hours including paid details. Officers who work up to twenty (20) consecutive hours in any twenty-four (24) hour period must follow those hours with a minimum of eight (8) hours off. Permanent full-time officers may not accept a detail that would result in them working more than twenty (20) consecutive hours or taking less than eight (8) hours off after working twenty (20) consecutive hours.
7. Any permanent full-time officer who accepts any detail or overtime work after calling in sick within the period prescribed in the contract shall be assessed an additional (7) days penalty and shall not be assigned any details or overtime work until twenty-four (24) hours after the seventh day.
8. Any officer who cancels or calls out sick from a detail will be assessed those hours if less than twenty-four-hour notice.
9. Any permanent full-time officer who fails to show up for a paid detail or overtime work assigned to him shall be penalized by being removed from the detail and overtime work for a period of seven (7) days for first offense, fifteen (15) days for second offense, and thirty (30) days for the third and subsequent offense. This period of penalization will be one year from the date of the first infraction. This penalty is separate and apart from any discipline imposed by the Town upon a finding that the police officer engaged in any misconduct or violation of Town/Department rules and procedures.
10. We will go by a 2-hour rule for everything, for a contractor cancelling a detail, overtime assignment being cancelled, member to come out of a detail, to bump a special from a detail, and to call in for time off (i.e., vacation, personal day, off/owed, and off/owed sick). This does not apply to an officer calling out sick; however, members should give as much notice as possible.
11. If an overtime shift becomes available and is unfilled, an officer in that rank or another officer may elect to swap from a detail to the shift. Officers assigned to a detail will be offered an opportunity to opt out of their assigned detail and work the

vacant overtime shift instead. Officers in the rank of the available overtime shift will be contacted first according to hours. Once the shift has been refused by the officers of that rank, it will be offered to the next rank and so on until the shift is filled.

12. All detail and overtime hours will be included in weekly and total hours (except court hours). Total weekly hours will be recorded as soon as possible to establish the accurate number of hours worked each week.
13. Hospital watches will be filled from the overtime list.
14. Officers who are on bereavement will not be allowed to work details or overtime for the day(s) he/she is on bereavement unless authorized by the Chief of Police or his/her designee. Officers on bereavement do not have to return for a shift prior to working a detail or overtime.

Section 3: Detail Rates:

Assignments to a paid detail described in Section 1 above shall be made only when the person, firm, corporation, group, government agency or Town department requesting such a detail has agreed to pay the following rates of pay and to abide by the following conditions:

- a. A minimum of four (4) hours of pay for all details.
- b. If the detail goes beyond four (4) hours, the minimum will be eight (8) hours of pay except for Town and School Department details which shall have a 4-hour minimum and be paid in hour increments for time after four (4) hours).
- c. If the detail (other than Town and School Department details) goes beyond eight (8) hours, the minimum will be increased in 2-hour blocks (i.e., 10, 12, 14, etc.), with each 2-hour block being paid at a rate of one and one-half the detail rate.

For all private and construction road and utilities details, except for Town department payroll details, the rate of pay for paid details will be seventy-five dollars (\$75.00) per hour effective July 1, 2026; seventy-eight (\$78.00) effective July 1, 2027; and eighty (\$80.00) effective July 1, 2028 for all officers. If there are three officers on a detail or hired by the contractor/private vendor, the senior officer will receive a rate of pay five dollars (\$5.00) more than the current detail rate. If six officers are required on a detail or hire by a contractor/private vendor, the senior officer/sixth officer would receive ten dollars (\$10.00) more than the current detail rate.

- a. The rate of pay for all Town Department payroll paid details (e.g., Department of Public Works and School Department) 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 for a private contractor/vendor after eight (8) hours, from 7pm-7am, Friday at 7pm to Monday at 7am, and holidays will be paid at time and one-half of the current detail rate.
- c. The rate of pay shall be determined based on the start time of the detail and remain consistent throughout the detail.

Section 4: Sick Leave

An employee who has taken between one (1) and three (3) sick leave days must wait twenty-four

(24) hours after calling out sick before being eligible for overtime/details.

An employee who has taken between four (4) and seven (7) sick leave days must work two (2) consecutive shifts on their assigned shift before being eligible for overtime/details.

Any employee who has used more than seven (7) sick leave days in a fiscal year shall not be eligible for paid details or overtime work for thirty (30) days from the date of the employee's return to duty following his or her use of additional sick days. Employees shall incur a thirty (30) day period of ineligibility for each sick day used over seven (7) days. An employee who exhausts his or her sick time shall be ineligible to work details or overtime for the remainder of the year. Sick leave usage amounts shall reset every fiscal year. The Chief may grant exceptions to this section on a case-by-case basis. Family sick days and sick leave used as part of an approved FMLA Leave shall not count towards an employee's total usage for purposes of limiting detail and overtime eligibility.

Section 5:

Only a permanent, full-time police officer of the Randolph Police Department or special officers shall be assigned a detail to ensure the safety of the public when work is being performed on a public way that affects the normal flow of traffic or where work could be considered hazardous to the safety of the public. The determination of the need will be made by the Police Chief or his designee.

Section 6:

All Holiday rates will begin at 6pm the evening before all holidays listed in Article VII, section 1.

Section 7: OUT OF TOWN DETAIL

Out of town details are allowed in this section for outdoor road details, subject to the following conditions:

1. Department overtime must be filled first.
2. Randolph details take precedence.
3. If the Town requesting the detail does not handle billing for out-of-town officers, the billing will be handled by the Town of Randolph. Any administrative fees collected shall be retained by the Town of Randolph.
4. Randolph Police Officers may not work out of town details at liquor establishments such as bars, nightclubs, and lounges without written approval from the Chief of Police except that officers may be permitted to work details at Gillette Stadium.

Section 8: STRIKE DETAILS

A minimum of two police officers shall be assigned to any dispute when, in the judgement of the Chief of Police, the dispute is likely to be confrontational. A police officer working a strike or picket detail shall be compensated at two and one-half (2 ½) times the detail rate.

ARTICLE IX

UNION DUES

The Union dues of employees covered by this Agreement shall be deducted each week from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws.

The Treasurer shall transmit all dues deducted and an up-to-date listing from the payroll section of all employees to the Regional Treasurer of the Union each month in care of:

New England Police Benevolent Association, Inc.,
Attn: Secretary-Treasurer
7 Technology Drive, Suite 200
N. Chelmsford, Massachusetts 01863

ARTICLE X

CLOTHING ALLOWANCE

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.

ARTICLE XI

LEAVE

Section 1: An employee in continuous employment, who has completed thirty (30) weeks of service following original employment, shall be allowed fifteen (15) days sick leave with pay each fiscal year or one and one-quarter (1 ¼) days for each month thereof if in any year his/her employment is less than thirty (30) weeks, provided such leave is caused by sickness or injury or by exposure to contagious disease. An employee in continuous employment after July 1, 2019, who has completed thirty (30) weeks of service following original employment, shall be allowed twelve (12) days sick leave with pay each fiscal year or one (1) day for each month thereof if in any year his/her employment is less than thirty (30) weeks, provided such leave is caused by sickness or injury or by exposure to contagious disease.

Section 2: Effective July 1, 2006, an employee shall be credited with the unused portion of leave granted under Section 1 up to a maximum of two hundred forty-five (245) days.

Section 3: If the amount of leave credit provided under Section 2 has been or is about to be exhausted, an employee may make an application to the Town Manager for additional allowance to that provided under Section 1. Such application shall contain a signed physician's statement (at no cost to the town) that the employee requires a stated number of additional days of sick leave. Upon receipt of the application and physician's statement, sick leave may be extended, subject to the approval of the Town Manager.

Section 4: A physician's certificate of illness (at no cost to the town) shall be submitted to the Police Chief by the employee after three (3) consecutive scheduled workdays absence. This certificate shall be forwarded by the Police Chief to the Town Manager.

Section 5: The Municipal Employer may require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Municipal Employer by a physician appointed by the Municipal Employer.

Section 6: Injury, illness or disability willfully self-imposed, resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this section. If, however, an employee is hospitalized in an accredited institution for drug or alcohol addiction, he/she may be entitled to the provisions of Section 2, but not Section 3, subject to the approval of the Department Head and the Town Manager.

Section 7: Sick leave must be authorized by the Department Head and must be reported on blanks provided for same to the Town Manager.

Section 8: Nothing in this article shall be construed to conflict with Section 100, Chapter 41 of the General Laws.

Section 8a: Upon retirement, death, or resignation of an employee, the Municipal Employer shall pay to the employee or his/her estate, as the case may be, an amount of money equal to fifty percent (50%) of the employee's accumulated sick leave as of the effective date of the retirement, resignation or the day of death. The rate of pay for this sick leave buy-back shall be calculated at the rate of employee's daily salary and shall be based upon a forty (40) hour work week. Employees hired after July 1, 2019 shall have a maximum sick leave buy out cap of thirty thousand (\$30,000) dollars.

Section 8b: Each officer shall be entitled to use up to one (1) day of sick leave per year in the event of illness or injury of a family member. An officer who uses family sick leave shall not have his/her family sick days counted against him/her for any other provision of the C.B.A. (i.e., overtime, details, etc.) This section cannot be used on any of the holidays listed in Article VII.

Section 8c: An employee who works his/her regularly scheduled tour of duty between July 1 and September 30 without using sick leave shall be credited with one (1) day off owed; between October 1 and December 31 without using sick leave shall be credited with one (1) day off owed; between January 1 and March 31 without using sick leave shall be credited with one (1) day off owed; and between April 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 twelve (12) days. A documented event with a doctor's note that carries into the next quarter will result in a loss of only one (1) day owed from the previous quarter.

Section 8d: Sick Leave Buy Back Provision

Beginning July 1, 2013, and continuing each July 1 thereafter, 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 15th of each year, subject to the following provisions:

- A. An employee shall have at least 40 days of sick leave accumulated on July 1st in order to be eligible for this section.
- B. The buyback is at the employee's daily salary effective July 1st 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.

Under the terms of this agreement:

- 1) Employees may be eligible to buy back up to ten (10) sick days in a Fiscal Year.
- 2) An employee shall have at least 80 days of sick leave accumulated on July 1st in order to be eligible to buy back up to twelve (12) sick days in a Fiscal Year

Section 9: 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.”

Section 10: INJURED LEAVE

- (a) Members of the Employee Organization who are absent from duty on account of job-

related illness or injury incurred in the line of duty shall receive full salary and all benefits while they are unfit to resume police duty or until their status is changed by the receipt of their first retirement check.

- (b) A member incapacitated from duty on account of injury/sickness incurred in the performance of the employee's duty, or a member incapacitated from duty and confined at home or in a hospital for seven (7) consecutive working days on account of injury/sickness incurred in the performance of his/her duty, shall be entitled to examination and treatment by a doctor of his/her own choice. His/her doctor shall be offered full opportunity to consult with the doctor designated as the Town's doctor prior to any determination by the Town's doctor as to the member's fitness to resume police duty. If the member's doctor and the Town's doctor disagree as to such "fitness", they shall thereupon, jointly, designate a doctor agreeable to both, who at the Town's expense, shall examine the member and render his/her written medical opinion as to the member's fitness to return to duty, copies of which shall be transmitted by him to the Town's doctor, the member's doctor and the Town Manager. In the event that the member's doctor and the Town's doctor are unable to agree upon a third doctor, a doctor shall be jointly selected by them from a list or panel of doctors established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the parties hereto, in this event such doctor, at the Town's expense, shall examine the member and render his/her opinion as aforesaid. Pending receipt of such advisory opinion and action of the Town's doctor thereupon, the town shall not require the member to return to duty and shall continue to fully compensate the employee during any such absence from the first day thereof.
- (c) An employee on sick or injury leave shall not be allowed to change his/her shift while on said leave. The employee shall remain on the shift he/she was on at the time of the sick or injury happening until the bidding process covered under Article 3 (Seniority) goes into effect.

Section 11a: INJURED ON DUTY

Injuries and/or illnesses sustained in the performance of duty shall be handled in accordance with MGL, Ch. 41, s. 111F, except as specified in this Agreement.

Section 11b: LIMITED DUTY

An employee receiving line-of-duty injury benefits under MGL, Ch. 41, s. 111F, who is certified by a Town designated doctor (at the Town's expense) to be able to perform limited duty.

Section 11c: PROCEDURE FOR LIMITED DUTY

- (a) If, upon notification from the Police Chief, an employee disagrees with the Town doctor's determination that the employee may be assigned limited duty, the employee may be examined by a physician of his/her selection (at the Town's expense) as expeditiously as possible. A written copy of said medical report shall be presented to the Police Chief at the time that it is completed. An oral report by the employee's doctor shall also be communicated forthwith to the Police Chief
- (b) If such report by the employee's doctor supports the assignment of limited duty, the employee shall forthwith report for same.
- (c) If such report does not support the assignment of limited duty, the employee shall be examined by a neutral doctor with specialized training in the area of the employee's injury. The neutral doctor shall be designated by the Town's and the employee's doctors as soon as practicable under the circumstances. The two (2) doctors shall endeavor to appoint a neutral doctor capable of examining the employee within seven

- (7) calendar days of his/her appointment.
- (d) If the report of the neutral doctor supports the assignment of limited duty, the employee shall forthwith report for same. If the report does not support the assignment of limited duty, the employee shall remain on injured-on-duty status under MGL, Ch. 41, s. 111F.
 - (e) Each doctor who administers an examination under this procedure shall be provided by the Town with a detailed analysis of the physical requirements of the limited duty tasks and shall be asked to make his/her determination of the fitness of the examined employee to perform limited duty based on the specific physical requirements of each limited duty task. Each doctor's report shall specify which, if any, limited duty tasks the examined employee is capable of performing.
 - (f) The Town's doctor and the employee's doctor, or the three (3) doctor panel, if applicable, will determine if and when the employee shall be re-examined if it is determined that the employee is incapable of a limited duty assignment.
 - (g) All members of New England PBA, Local 18, upon becoming injured or ill while on duty as a result of a job-related injury/illness, shall notify the Commanding Officer of the shift prior to the end of his/her shift or detail and shall seek medical treatment at a hospital of their choice prior to the end of his/her shift or detail. An officer's choice of hospitals for such initial treatment shall be limited to Brockton Hospital, Carney Hospital, Milton Hospital, or South Shore Hospital, unless Emergency Medical personnel of an ambulance choose a different hospital during an emergency transport. The appropriate forms shall be submitted as soon as practical and possible:
 - (1) Department injury form
 - (2) Town insurance form
 - (3) Norfolk County Retirement Notice of Injury form

Additional medical treatment by a provider of their choice shall be sought as soon as possible after the injury or sickness. All cost for medical treatment shall be at the Town's expense.

Section 11d: Limited duty shall be made available on a voluntary basis to employees on a long term sick leave.

Section 11e: Limited duty assignments shall be performed exclusively within the confines of the police station or at court/training if injury allows. Limited duty tasks shall be limited to duties regularly performed by full-time members of the Department and that are consistent with the employee's medical diagnosis.

Section 11f: It is understood by the parties that this provision is not intended to be used as a means of punishment. The Police Chief will not require an employee to report for limited duty and sit idly if there is no legitimate work available.

Section 11g: Limited duty assignments shall not affect the shift assignments, or annual shift bid possibilities, of other employees. Employees assigned to limited duty shall be assigned to the same shift as their assignment before the injury. This procedure shall not conflict with Article 3 (Seniority) bidding process.

Section 12: MILITARY LEAVE

1. Members of the Local 18 who are also members of the US Reserve or National Guard shall be permitted 36 days of paid leave per fiscal year to attend military training or perform military duty.
2. Members of the Guard or Reserve who are activated with orders exceeding 89

days shall exhaust all paid military leave days.

3. Once all such days are exhausted the Town agrees to pay the member full police base salary.

Section 13: OTHER LEAVE

(a) Absence for personal reasons may be charged to vacation leave upon application by the employee and approved by his/her Department Head. Such absences, however, may not be charged to vacation leave beyond that which the employee has earned at the time of such application.

(b) Except as otherwise provided in this Agreement, all leaves of absence shall be without compensation, and shall be subject to the approval of the Department Head, and in the instances of any such leave exceeding two weeks, subject to the approval of the Town Manager.

(c) Every member of the bargaining unit shall be entitled to annual personal leave, with no loss of pay or benefits, based on the following:

Years of Service 1 to 5 years

6 to 10 years

11 to 15 years

16 to 20 years

21 to 25 years

Days of Personal Leave

4 days

5 days

6 days

7 days

8 days

25 or more

9 days

Personal leave may not be carried over from one fiscal year to the next, and no employee shall be granted more than nine (9) days of personal leave per fiscal year.

Section 14: Jury Duty All members of Local 18 who are summonsed to Jury Duty by the Commonwealth of Massachusetts on a scheduled work day shall be given that day off without loss of pay regardless of the employee's assigned shift. Employees shall continue to be granted days off without loss of pay for as long as the Commonwealth retains the employee on Jury Duty.

ARTICLE XII

SALARIES

Section 1a:

- Effective July 1, 2026, the cost of living adjustments to the salary scales will be 0% (no increase)
- Effective July 1, 2027, cost of living adjustments to the salary scales will be 2.5%.
- Effective July 1, 2028, cost of living adjustments to the salary scales will be 2.5%.

Salary scales are attached as Appendix A.

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.

Payment on the P-2 Scale: The Chief may in their sole discretion, designate bargaining unit employees to serve as specialists in any of the following area including but not limited to, Detectives, School Resource Officers, or Prosecuting Officer, according to the Chiefs determination as to qualifications of such officers based on the needs of the Department and 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 (1) specialty role.

All specialty assignments are at the discretion of the Chief and may be initiated or terminated by him/her 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 six (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.

Section 2: COMPENSATION PLAN

- (a) All employees shall be paid weekly. No employee shall receive more than fifty-two (52) weeks' salary in a fiscal year, including vacation leave salary.
- (b) In the event that a permanent full-time police officer is required to perform his/her duties in excess of fifteen (15) minutes beyond the end of his/her regular tour of duty, he/she shall be paid at the rate of time and one-half his/her regular rate for any time spent on overtime duty; however, when the overtime is in excess of fifteen (15) minutes, but less than two hours beyond the regular tour, the employee shall be entitled to a minimum of two hours pay at time and one-half his/her regular rate.
- (c) In the event an employee completes his/her regular tour of duty and is recalled for any purpose, he/she shall receive a minimum of four (4) hours pay at the rate of time and one half his/her regular rate of pay. No person other than a permanent full-time police officer of the Employee Organization shall be assigned to any extra work shift until after the list of permanent full-time police officers of the Employee Organization available for duty is exhausted. Assignments will be made on a rotating basis to those officers who indicate they are available for extra duty.
- (d) An employee shall receive the increment between his present rate and the next higher step as follows:
 - 1. On January first or July first, provided he/she has completed thirty-nine (39) weeks service at the minimum or other rate if a rate other than the minimum is authorized as the entrance rate.
 - 2. Thereafter one year from the date of his/her previous increase until he/she attains the maximum rate of the range of the compensation grade.
- (e) The employee receiving a promotion and adjustment in rate pursuant to the provisions in the preceding sub-section shall receive the next increment of his/her compensation grade effective the next January 1st or July 1st following the completion of thirty (30) weeks at the rate resulting from the promotion.
- (e) The adjustments provided for in this section shall be subject to a Town Council affirmative vote and the appropriation of funds.
- (f) All "payment" referred to in this agreement shall be made in the form of money, not in compensatory time off.

Section 3: Longevity

- (a) An employee of the Town who has been in continuous full-time employment for ten years shall be paid annual increments in the amount of eight hundred (\$800) dollars and an additional amount of one hundred dollars for each year of such employment served over ten years with unlimited accumulation. Effective July 1, 2020 the annual increments shall be in the amount of nine hundred (\$900) dollars and an additional amount of one

hundred dollars for each year of such employment served beyond ten years with unlimited accumulation. Effective July 1, 2021 the annual increments shall be in the amount of one thousand (\$1,000) dollars and an additional amount of one hundred dollars for each year of such employment served beyond ten years with unlimited accumulation.

- (b) An employee shall be eligible for such longevity increment the next January 1st or July 1st following completion of ten years of service, except as stated in (b) of this section. Longevity shall be payable the first pay period in December.
- (c) An employee who leaves the employ of the Town and is later re-employed within twelve (12) months of the cessation of employment shall have his/her service bridged after completing five (5) years of continuous full-time employment.
- (d) If the service of an employee is interrupted by lay-off, military service, or other reason not resulting from the employee's own action, total service will be considered as continuous service.

Section 4: NIGHT SHIFT DIFFERENTIAL

The Union and the Municipal Employer agree that so long as the present starting and stopping times of three shifts exist, (i.e., 8 AM to 4 PM; 4 PM to Midnight; Midnight to 8 AM) the municipal employer shall pay weekly to each of the employees assigned to the shifts:

- a. commencing at 8am and terminating at 4pm, a shift differential equal to one percent (1%) of the employee's base salary, to be paid weekly.
- b. commencing at 4pm and terminating at 12am (midnight) a shift differential equal to eight percent (8%) of the employee's base salary, to be paid weekly.
- c. commencing at 12am (midnight) and terminating at 8am a shift differential equal to ten percent (10%) of the employee's base salary, to be paid weekly.

Section 5: Senior Officer/E.L.C.P.

An employee shall be designated as Senior Patrol Officer, for a period of time up to three (3) consecutive years. The period of time during which each employee is designated as "Senior" shall be the period of time, not to exceed three (3) consecutive years, selected by each employee. During the period of time that each employee is designated as "Senior" he/she will receive a base salary that is four percent (4%) higher than he/she would otherwise receive. An employee who is absent from duty for three (3) consecutive, undocumented sick days or more may have their "Senior Officer" benefits terminated at the end of the third consecutive day of absence from duty. Undocumented sick time use shall be the only deciding factor in loss of "Senior Officer" benefits. All other time off such as vacation time, days owed, personal days, I.O.D, etc. shall not be considered when making a determination on loss of "Senior Officer" benefits. Any employee using seven (7) or more undocumented sick days in any three (3) month period may lose his/her "Senior Officer" benefits for six (6) months. The Town and the President of New England PBA Local 18 shall confer over all issues related to "Senior Officer" benefits including an employee's possible termination of benefits. In addition, during the period of time that each employee is designated as "Senior" he/she will be required to provide a doctor's certificate for each three (3) consecutive days of sick leave if requested to do so by the Town. Each employee will be designated as "Senior" for only one (1) three-year period. Effective July 1, 2010, all payments under the foregoing are not compounded, and the percentage granted shall be in addition to the then current Step 4 salary for that rank. Any employee that has not elected to receive the foregoing payments as of July 1, 2010, shall not be eligible to receive the foregoing salary "Senior Officer" increase, but shall be eligible to receive a Step Increase equal to four percent (4%) upon completion of his/her 24th year of service as a public employee and until the end of their service. Service as a public employee, shall include full time service as an employee of the Randolph Police Department, and full-time service in any other municipality, subdivision of the Commonwealth or retirement buyback time. Any employee that elected to receive the "Senior Officer/E.L.P" increase payments prior to July 1, 2010, shall be eligible to receive a Step Increase equal to four

(4%) percent upon completion of his/her 27th year of service as a public employee and until the end of the Randolph Police Department, and full time service in any other municipality, subdivision of the Commonwealth of retirement buy back time.

Section 6: Field Training Officers - The Field Training Officers (FTO) shall be compensated at the rate of one (1) hour of overtime per shift for any shift where the officer actually served in the FTO capacity.

Section 7: Vacancy: If any vacancy occurs in the officers ranks, however occurring, except as a result of illness or injury, and such vacancy exists for a period of fifteen (15) days or more, the Town shall forthwith request the Director of Civil Service that an examination be forthwith call in order that a list may be established in connection with filling of such vacancy; and that, on certification of such list by the Director of Civil Service, the town shall fill all vacancies so occurring within one hundred and eighty (180) days thereafter. At no point shall the ranks of patrol officer fall below 42 officers for more than a nine-month (9) period. If it drops below 42 for more than nine (9) months, then the parties agree to start the lay-off process of all Civilian Dispatch employees.

ARTICLE XIII

INSURANCE

Section 1: The Town of Randolph shall continue to pay the current contribution toward the premium cost of Town designated "health" and "life" insurance plan as agreed upon with the New England PBA Local 18. The Town of Randolph agrees to provide New England PBA members with a "pre-tax" plan which will allow members to "shelter" their insurance premiums under Internal Revenue Service guidelines (Section 125).

Employee premium deduction for "health" insurance shall be made on a weekly basis, and employee premium deduction for "life" insurance shall be made on a monthly basis.

Section 2: A buy-out of health insurance premiums shall be available at the value of one thousand dollars (\$1,000) for employees who, upon proof of alternative coverage, opt out of the Town's plan.

ARTICLE XIV

CONVENTION DELEGATES

Section 1: Two (2) delegates of the Employee Organization shall be allowed time off, without loss of pay or being required to make up the time off, to attend the official sessions of the Massachusetts Police Association Convention and the official sessions of the New England PBA Convention.

Section 2: Effective January 1, 2007, Leave of Absence without loss of wages, benefits or other privileges may be granted to one member of the Union to attend the New England Police Benevolent Association (NEPBA) quarterly executive board meetings. Such leave shall not exceed four (4) individual days in any given year. Written notice will be given to the Chief of Police at least two (2) weeks before said meetings. Attendance at said meeting is required for time off.

ARTICLE XV
ADVANCE TRAINING

Section 1: The Town shall establish a career incentive program for all regular full-time members of the Police Department. This program shall provide for base salary increases as a reward for personnel who further their education in the field of police work.

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: All payments for the Career Incentive Program shall be made weekly.

Section 5: Such pay shall be included in based/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime, and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes and shall be part of their weekly compensation.

ARTICLE XVI
LABOR-MANAGEMENT COMMITTEE

The parties to this Agreement hereby express their joint intention, through the provisions of this Article, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to ensure the safety and physical well-being of the employees; to resolve problems arising during the administration and implementation of this Agreement; to consider the proper interests of the employees in the conditions under which they perform their duties by giving the employees an effective voice in the development, evolution, and improvement of those conditions - all with the goal of providing the Town of Randolph with the best, safest, and most efficient public services possible.



In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal, mutual expression and meaningful discussion.

THEREFORE, the parties to the Agreement hereby establish the Labor-Management Committee, (herein called "the Committee") which shall consist of at least four (4) members as follows:

1. The President of the Union or his/her designee.
2. One (1) other member of the Union.
3. The Town Manager; and
4. The Police Chief

Section 1: The Committee shall meet at mutually convenient times to consult as provided herein, but not less than once every six (6) months.

Section 2: The parties agree that at least one (1) week prior to the date scheduled for the regular meeting of the Committee described above, the Union and the Town will exchange a written agenda of subjects about which they desire to consult. The consultation as nearly as possible will be confined to subjects on the agenda. Where no written agenda is submitted, the meeting shall be canceled.

Section 3: The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement or as requiring collective bargaining negotiations during its life.

ARTICLE XVII

DISCIPLINE

Section 1: No employee covered by this Agreement, who has completed his/her probationary period, shall be discharged, suspended, demoted, or otherwise disciplined without just cause.

ARTICLE XVIII

GRIEVANCE PROCEDURE AND ARBITRATION

No grievance shall be submitted more than thirty (30) calendar days after the circumstances giving rise to the grievance should have been known by the grievant.

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, or alleged grievances of wages, rates of pay, or other terms and conditions of employment arising under this Agreement or in connection with the interpretation thereof, shall be handled in accordance with the following grievance procedure:

STEP 1. The Employee Organization submits written grievance to the Chief. The Chief has five (5) days (exclusive of Saturdays, Sundays and holidays) to render a decision.

STEP 2. Upon failure of Step 1 to resolve the grievance, the grievance shall be submitted no later than thirty (30) days following the action by the Chief under Step 1 to the Town Manager or his/her designee, who has ten (10) days (exclusive of Saturdays, Sundays and holidays) to render a decision.

STEP 3. If the Employee Organization is dissatisfied with the decision of the Town Manager or his/her designee, the grievance shall be submitted no later than thirty (30) days following the action by the Town Manager or his/her designee to the American Arbitration Association who shall be required to provide a list of arbitrators from which a selection will be made in accordance with rules of the American Arbitration Association.

A grievance shall be deemed waived unless presented to the next higher step within the time limit so provided unless such time limit for filing a grievance is extended by mutual agreement of the parties. The cost of arbitration will be borne equally by the Town and the Employee Organization. No grievance, complaint or dispute which is subject to Civil Service Laws of the Commonwealth of Massachusetts may be submitted to arbitration.

ARTICLE XIX

TIME OFF FOR LOCAL 18, UNION BUSINESS

All employees covered by this Agreement who are appointed by the Local 18 as members of said Local 18's collective bargaining negotiating team (not to exceed five (5)) shall be allowed time off for official Local 18 business consisting of collective bargaining with the Town Manager or his/her designated representative without loss of pay or benefits and without the requirement to make up said loss of time.

ARTICLE XX

NON-DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit in compliance with applicable law against discrimination as to race, color, religion, national origin, age, sex or political affiliation.

ARTICLE XXI

MANAGEMENT RIGHTS

The Town and the Union agree that the Town shall retain and reserve all its statutory rights, authority and obligation in the administration of the Police Department and in the direction of its employees. All the functions, rights, powers and authority which the Town now has or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Local 18, New England PBA to be retained by the Town.

ARTICLE XXII

NO-STRIKE CLAUSE

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Local 18, New England PBA agrees that neither it, nor any of its agents or officers, shall call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

Should an employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Local 18, New England PBA shall forthwith publicly disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Local 18, New England PBA shall take all reasonable means to induce such employee or group of employees covered by this agreement to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

ARTICLE XXIII

DURATION AND CONTINUITY OF AGREEMENT

This Agreement made by and between the Town of Randolph, the Municipal Employer, and the Employee Organization shall be effective on the first day of July 2026 and shall continue in effect until June 30, 2029 and shall continue in force and effect thereafter while the parties are negotiating toward a new Agreement. Either party wishing to modify or amend the contract must notify the other party in writing on or after September 1st the year prior to the expiration date as set forth above. After receipt of notice by either party, a conference will be held between the Town and the NEPBA Local 18's Negotiation Committee for the purpose of negotiating such amendments or modifications.

The Employee Organization and the Municipal Employer recognize that the provisions of this Agreement are subject to funding by the Town Council. The terms and conditions of this Agreement shall continue in full force and effect until the signing of a new contract and funding by a Town Council. Any changes, including salary changes, shall be retroactive to the beginning of the new contract term.

ARTICLE XXIV

AGREEMENT TO REOPEN

This Agreement may be reopened with the consent of both parties during its term.

ARTICLE XXV
NEW ENGLAND PBA TRUST

The Town agrees to pay one dollar (\$1.00) per member per week to the Randolph Police Association in a lump sum payable in the first week of August each year.

ARTICLE XXVI

STATUTORY LEAVES

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.

ARTICLE XXVII
MISCELLANEOUS

Section 1: Benefit

The provisions of this Agreement shall prevail over the provisions of the Town's Personnel Bylaws and Chief of Police. Members of the Employee Organization shall only be entitled to the benefits provided in the Agreement and shall not be entitled to any additional benefits provided under the Town's Personnel By-Laws and Chief of Police, unless otherwise specifically provided for in this Agreement.

Section 2: Drivers Licenses

All employees shall maintain a valid driver's license at all times. Each employee shall have a valid driver's license in his/her possession whenever the employee is on duty. The Town shall annually require each employee to produce a valid, current driver's license for inspection.

Should an employee's driver's license be suspended or revoked for any reason, the employee must immediately report such to the Chief.

Violations of these requirements regarding driver's licenses may result in discipline, up to and including termination of employment. The Town may place an employee who has had his/her driver's license suspended on light duty for the length of the suspension.

Section 3: Definitions

- a. Effective January 2014, "Hourly Rate", shall be defined for this collective bargaining agreement [shall be] as: base salary (x) career incentive (x) night shift differential (x) specialty pay, = hourly rate.
- b. "Time Off", all accrued time (vacation, comp time, personal days, etc.) in this collective bargaining agreement shall be used in four (4) hour or eight (8) hour blocks. Creditable Service: Employees of the bargaining unit who have law enforcement experience in another Law Enforcement Department (i.e., Civil Service Time or State Retirement Time) shall be credited with those years of service in all aspects of the contract except Departmental Seniority.

Section 4: Health and Wellness: Members of Local 18 shall take part in a four (4) hour seminar yearly on 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 six hundred (\$600) dollars a year. Effective July 1, 2021, the stipend will be nine hundred (\$900) dollars. Effective July 1, 2022, the stipend will be one thousand (\$1,000) dollars per fiscal year. The program will be set up and sponsored by the town.

Section 5: Calculations for full-time service shall be based on the creditable years of service under M.G.L chapter 32, as evidenced by a statement of creditable years of service from the Norfolk County Retirement Board.

ARTICLE XVIII

ACCREDITATION

Upon receiving accreditation certification from the Commonwealth of Massachusetts, all members of the bargaining unit shall receive an annual stipend of three hundred twenty-five dollars (\$325.00); effective July 1, 2021, four hundred (\$400) dollars a year, effective July 1, 2022, four hundred seventy five (\$475) a year. Said stipend shall be paid annually in a check separate from the weekly paycheck. This stipend will remain in effect as long as the department maintains accreditation.

ARTICLE XIX

SEVERABILITY AND EXECUTION

If any article or section of this contract or if any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, of its compliance with or enforcement of any article or any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any amendments thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXX

RESIDENCY

As a condition of employment, all patrol officers will be domiciled within a (30) mile radius, in Massachusetts, of the Town and shall remain domiciled within that radius during their term of employment. All patrol officers hired after July 1, 2016, will be domiciled within the town borders for their first four (4) years of employment provided that full-time patrol officers appointed from the Local Register will be excluded from this residency requirement. After the completion of the employees fourth (4th) year of employment he/she will have to be domiciled within fifteen (15) miles of the Town of the perimeter of the Town of Randolph, said distance being calculated in a manner consistent with Chapter 31, & 38.

ARTICLE XXXI

PROFESSIONAL DEVELOPMENT PROGRAM

A member of the bargaining unit in the grades of P-1 and P-2 shall participate, as a condition of employment, in the Professional Development Program. The program is modeled after the emergency medical technician program. The pay for this program will be:

1. Three (3) years of service + \$3,000
2. Ten (10) years of service + \$4,000

Such pay shall be deemed regular compensation for pension/retirement purposes and shall be part of their weekly compensation. Said payments shall not be used when determining an employee's overtime rate of pay.

The professional development benefit will only be available to members who have attained three

(3) years of continued employment as a Randolph Police Officer. Department service will begin on the first day after successfully completing field training.

Each year, a member must successfully pass a multiple-choice exam (of no more than 100 questions) to be administered by the PMAM system or other such technology. The exam will be based heavily on department policies and procedures, rules and regulations and current changes to constitutional law or statutory law. Training will be provided as needed for changes to Massachusetts law. This could be through department training, a memorandum or order of the Chief of police. Testing shall commence on April 1st and end on May 30th of the calendar year. A passing score is 70%.

Testing will take place in the Chiefs office on the officer's own time and may be taken as many times as necessary.

A member must successfully complete a program in cultural competency for police officers. These programs can be completed on-line or during live training. Prior course approval will be required by the Chief of Police. The cost of this training will be at the member's expense. The Town will set-up the programs.

Each year of the certification period a member must maintain physical standards for the police officers using the PAT test protocol (cooper standards). The person who administers the test will be compensated by the department and must be certified in administration of the PAT protocol by the MPTC or if not available a test proctor who is a physical fitness professional will be chosen by agreement of the union president and chief of police. Testing will take place in April and a re-test or make up test will be provided no less than thirty (30) days thereafter.

Sixteen (16) hours of approved Randolph community service can be substituted for this requirement. Approval will be through the chief of police. Such activities that promote positive community interaction will be encouraged.

Each certification period is for the following year.

ARTICLE XXXII

OTHER POST-EMPLOYMENT BENEFITS

Section 1: OPEB

All new employees hired on or after July 1, 2019 will contribute 2% of their gross salary to the Town's Other Post-Employment Benefits Trust Fund. Such employees will continue to pay 2% of their gross salary until they reach the tenth anniversary of their employment with the Town of Randolph, at which time such OPEB contributions will cease. Effective July 1, 2021, all employees hired between July 1, 2009 and July 1, 2019 will contribute 2% of their gross salary until June 30, 2031, at which time such OPEB contributions will cease. In the event the Commonwealth passes legislation mandating "OPEB" deductions from employee salary, the Town and Union agree to reopen the contract for the sole purpose of amending this provision to comply with the State requirements.

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.

ARTICLE XXXIII

BODY WORN CAMERAS

Section 1: BODY WORN CAMERAS

The Town shall make a one-time payment of five hundred (\$500) dollars to each current member of NEPBA Local 18 upon implementation of the Body Worn Camera program. The Town shall allow members of Local 18 to provide input into the development of the Police Department's Body Worn Camera Policy, but the Town shall determine the final Policy.

ARTICLE XXXIV

CIVIL SERVICE

The parties further agree that the Hiring and Promotions Policies have been impact bargained to resolution. Further, all members of the bargaining unit agree to support any and all warrant articles and/or other measures to effectuate removal.

The Town acknowledges that employees who currently enjoy permanent civil service status pursuant to G.L. c. 31, shall retain all statutory rights.

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.

The Town's current active list for promotion shall remain in effect for *[insert date - two (2) years from the date of the test / assessment]*.

ARTICLE XXXV

POLICE OFFICER STANDARDS AND TRAINING (POST) STIPEND

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 cause for termination.

ARTICLE XXXVI

POLICE ACADEMY TUITION

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.

ARTICLE XXXVII

DRUG AND ALCOHOL POLICY

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Randolph Police Department must remain drug and alcohol free to accomplish its vital public safety mission. A police officer impaired by drugs or alcohol creates an unreasonable danger to his or her fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members. Consequently, the abuse of illegal drugs or alcohol will not be tolerated.

A. Prohibited Conduct.

1. The following conduct shall constitute an offense under this Policy.
 - a. The possession, use, transfer, manufacture or sale of any illegal drug.
 - b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
 - c. Driving under the influence of alcohol or drugs.

- d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level at or above 0.02, or impaired by drugs or alcohol.
 - e. The commission of any drug or alcohol related offense.
 - f. Members of the bargaining unit shall not engage in the consumption or use of marijuana, THC or any other cannabinoid products. All officers are prohibited from using marijuana, THC or cannabis on or off duty, including for medicinal purposes.
2. Any employee who is arrested for or charged with a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.
 3. For purposes of this Section, possession shall refer to unauthorized possession.

B. Prohibited Drugs.

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently or otherwise disqualify him/her from being a Police Officer. Any questions or doubts should be raised with the Town Manager and/or the Chief.

Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

C. Drug and Alcohol Testing.

1. New hires.

Each new employee will submit to a drug test as a condition of hire and/or shortly after his or her date of hire.

2. Random Testing.

Employees may be subject to unannounced drug and alcohol testing during their employment with the Town with or without reasonable suspicion at such times as may be determined by Chief. The selection for random testing will be done on a non-discriminatory basis where each employee has an equal chance of being selected. The Town agrees to discuss the selection process with the Union prior to engaging in random drug testing.

3. Absence from Duty.

An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first seven (7) calendar days after his or her return to active duty.

4. Post-Incident.

An employee involved in an incident on the job which involves serious property damage, is life

threatening, or involves serious bodily injury, or unsafe practice or violation of a safety rule, standard, or policy, may be directed by the Chief to submit to a drug and/or alcohol test.

5. Reasonable Suspicion.

An employee may be tested where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. Such determination shall be made by the Chief or the Chief's designee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

6. Follow-up Testing.

An employee who has violated this Policy may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During such follow-up testing period, the employee may be subject to random or unannounced testing for rugs and/or alcohol.

7. Failure to Submit to Testing.

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the department or testing laboratory, shall be treated as Prohibited Conduct under Section A of this Policy and, in addition, shall be considered insubordination warranting discipline under a just cause standard pursuant to the Agreement.

D. Drug and Alcohol Testing Procedures.

1. Collection.

An employee subject to drug or alcohol testing will be directed by the Chief or Chief's designee to report at a specified time to the testing site. In the case of random, post-incident, reasonable suspicion or follow-up testing, the employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to ensure the integrity of the test/sample.

The employee will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

2. Processing.

The testing officer or testing laboratory will maintain the sterility of the sample (split) and the integrity of the sampling process by executing the chain-of-custody process for the sample given and all related documentation. Drug testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory

If the results of the initial test are negative, the testing laboratory will advise the medical review officer ("MRO") that the drug test for the employee was negative. No additional tests on the specimen will be done.

If the results of the initial test are positive, a split sample shall be preserved for independent analysis.

In the case of an initial positive test result, the employee may request the MRO to send the second (or split) specimen to a different certified lab for testing. If an employee wants the split specimen tested, the employee must advise the MRO within 72 hours of being notified of the positive test result of the primary specimen. The employee is responsible for the cost of analysis of the split specimen.

An alcohol test shall be deemed positive only if it is registered at or above a level of .02.

3. Reporting of Results.

The results of a drug or alcohol test will be reported verbally and in writing to the Town Manager and the Chief or the person he/she designates to receive those results.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the MRO will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The MRO shall require that the employee produce any necessary written proof: and the employee shall authorize the MRO to obtain further information from his or her health care providers. If the MRO determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". Note that medical marijuana is not a valid explanation for a positive drug test result. The laboratory will not provide to the Town any information it learns concerning prescription drugs (excluding medical marijuana) that the employee is taking pursuant to a validly obtained prescription. If the MRO is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

4. The Testing Laboratory.

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

5. Prescribed Drugs.

An employee utilizing any prescribed medications or controlled substances that may affect their ability to safely perform assigned duties must immediately report this treatment to the Chief. It shall be the employee's responsibility to determine from their healthcare provider whether a prescribed treatment may impair job performance and/or disqualify them from serving as a Police Officer. Failure to report the use of said prescribed medication or a controlled substance may subject an employee to disciplinary action, up to and including dismissal. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's healthcare provider will be required.

E. Enforcement.

1. Any employee who violates this Policy will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town, at its discretion, may take disciplinary action exclusive of discharge. To qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
 - b. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee

shall take any necessary steps to release the SAP to communicate and share information with the Town.

- c. The recommended treatment plan will be set forth in writing and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
 - e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Policy, shall subject the employee to discipline up to and including discharge separate and apart from any discipline imposed by the Town as a result of the first positive test.
3. Nothing in this Article shall preclude the Department from disciplining or discharging an employee under a just cause standard for any misconduct engaged in by them collateral to the use of an illegal drug or the abuse of alcohol (e.g., assault and battery), provided that the fact of a positive screening result for illegal drugs or alcohol may not be used in any way in proving such misconduct.

F. Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

G. Peace Officer Standards and Training (POST)

A violation of this policy will be reported to POST to the extent such reporting is required by POST.

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

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 _____, 2026.

Town of Randolph, The Municipal Employer, by:

Brian P. Howard, Town Manager

Local 18, New England PBA., the Employee Organization, by:

As they are the Bargaining Team of Local 18, New England PBA.