

**Memorandum of Agreement  
Town of Randolph  
and  
Randolph Police Superior Officers Union  
New England Police Benevolent Association, Local 34**

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

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The Town of Randolph and Randolph Police Superior Officers Union, New England Police Benevolent Association, Local 34 hereby agree to a new three-year contract to be in effect from July 1, 2023 through June 30, 2026. Except as modified in this Memorandum, the terms and conditions of the old contract will be carried forward into the new contract. Exact language for inclusion in the integrated agreement shall be set off in 10-point type or in quotes; other language in the agreement represents agreements by the parties which may or may not be included in the agreement as written.

**1. Article II – Work Week**

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

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

**2. Article III – Seniority**

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

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

**b. Revise Article III, Section 10 to read:**

**Section 10: MINIMUM STAFFING**

In general, shifts will be covered by a Lieutenant or a Commanding Officer and a Sergeant or Patrol Supervisor, with vacancies normally filled through the overtime hiring procedure. However, all staffing level and assignment decisions are subject to the discretion of the Chief of Police.

**3. Article VIII – Paid Details**

**a. Revise Article VIII, Sections 3 and 3(a) to read:**

Section 3:

Except for Town department payroll paid details and construction details, the rate of pay for paid details will be sixty dollars (\$60.00) per hour; effective July 1, 2024 sixty-two (\$62.00); effective July 1, 2025 sixty-four (\$64.00) for all officers except Sergeants and Lieutenants when detailed in rank, and

Patrolmen when performing the duties of a Sergeant or a Lieutenant. When not so detailed, Sergeants and Lieutenants will receive Patrolmen's pay. When one or two officers are needed, they may be Patrolmen, Sergeants or Lieutenants, Patrolmen receiving preference.

Section 3(a):

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

A Lieutenant will not be employed in a Sergeant's position unless no Sergeants are available. A Sergeant will not be employed in a Lieutenant's position unless no Lieutenants are available. If a Commander is needed for a paid detail, he/she shall be paid the Lieutenant's paid detail rate.

The ten percent (10%) administrative fee contained in Section 1(c) of this Article is in addition to the detail rates specified herein.

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

**b. Revise Article VIII, Section 6 to read:**

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

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

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

**d. Revise Article VIII, by deleting Section 9. Retired officer details will be handled as a matter of policy and applicable law, but retirees are not a part of the bargaining unit so contractual provisions regarding retirees should not be part of the contract.**

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

**5. Article XI – Clothing Allowance**

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

## 6. Article XII – Leave

### a. Revise Article XII, Section 8d, introductory paragraph, to read:

June 30 of each year, an employee who has an unused balance of at least eighty (80) days of sick leave from section 1 herein may request the Town Manager to buy-back up to twelve (12) days of sick leave. Such request must be made on or before July 15th of each year and is subject to the following provisions:

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

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

## 7. Article XIII – Salaries

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

### b. Revise Article XIII, Section 1 to read:

Section 1:

1. The following pay scales shall apply to bargaining unit members based upon a 52.2 week year. Note: P4 and P5 scales are computed by applying a 12% differential to the next lower rank.

FY24	2.50%	
7/1/2023	Grade	Step 1
	P3	\$86,531.83
	P4	\$96,915.65
	P5	\$108,545.53
	P3-EMT	\$92,749.24
	P4-EMT	\$103,879.14
	P5-EMT	\$116,344.64

FY25 2.50%

7/1/2024	Grade	Step 1	Step 2
	P3	\$88,695.13	\$90,469.03
	P4	\$99,338.54	\$101,325.31
	P5	\$111,259.17	\$113,484.35
	P3-EMT	\$95,067.97	\$96,969.33
	P4-EMT	\$106,476.12	\$108,605.65
	P5-EMT	\$119,253.26	\$121,638.32

FY26 2.50%

7/1/2025	Grade	Step 1	Step 2	Step 3
	P3	\$90,912.51	\$92,730.76	\$94,585.37
	P4	\$101,822.01	\$103,858.45	\$105,935.62
	P5	\$114,040.65	\$116,321.46	\$118,647.89
	P3-EMT	\$97,444.67	\$99,393.56	\$101,381.43
	P4-EMT	\$109,138.03	\$111,320.79	\$113,547.20
	P5-EMT	\$122,234.59	\$124,679.28	\$127,172.87

No officer shall be able to receive compensation for more than one (1) specialist assignment.

**c. Revise Article XIII, Section 5 to read:**

**Section 5: SENIOR OFFICER/E.L.C.P.**

- A. Upon completion of the 25th year of service as a public employee bargaining unit members shall be designated Senior Officers and shall retain that status until the end of their service unless it is forfeited as described below.
- B. Service as a public employee for this purpose shall include full time service as an employee of the Randolph Police Department, full-time service in any other municipality, or subdivision of the Commonwealth, or full-time service that is eligible to be "bought back" for the purposes of retirement. Such time must be supported by documentation satisfactory to the Town.
- C. During the period of time that each employee is designated as Senior Officer the employee will receive a base salary increase of five percent (5%) over the base salary provided under Article XIII, Section 1.
- D. Loss of Senior Officer status. An employee who is absent from duty for two (2) consecutive, undocumented sick days or more may have their Senior Officer benefits terminated at the end of the second consecutive day of absence from duty. Undocumented sick time use shall be the only deciding factor in the 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 deciding 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 the NEPBA, Local 34 shall confer over all issues related to "Senior Officer" benefits including an employee's possible termination of benefits. All payments under the foregoing are not compounded, and the percentage granted shall be in addition to the then current applicable salary for that rank.

**d. Revise Article XIII, Section 8 to read:**

**Section 8: Statutory Leaves (FMLA, MPLA, and SNLA)**

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 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights 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").
2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each 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.
3. 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 the 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 for other professional services related to the elder's care, such as interviewing at nursing or group homes.
4. The MPLA provides an employee who has been employed for 3 months as a full-time employee with 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. As long as the employee provides 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.
5. 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.
6. If an employee qualifies for FMLA, MPLA or SNLA leave, the Town has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the Town, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate, in accordance with 29 CFR 825.201.

**8. Civil Service**

**Upon approval of the Town's request to exempt bargaining unit positions from the application of G.L. c. 31, Civil Service, the parties agree that the contract will be**

**amended as set forth below to eliminate references to Civil Service and provide standards and procedures to be used in place of Civil Service.**

**A new Article shall read:**

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

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

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

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

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

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

**9. Article III – Seniority**

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

**Section 2:**

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

**Section 3:**

A break in service occurs when an employee leaves the department through resignation, retirement, or discharge. A break in service will not generally occur where an employee retains employee status during an approved leave of absence, for example, for military service (within the duration limits of applicable law), line of duty injury under Chapter 111F, and approved sick leave. A break in service due to layoff may be cured if the employee is recalled within the recall period pursuant to this

agreement. Where an employee is absent without being on any approved leave, the employee may be deemed to have resigned.

# **10. New Articles Relating to Exit from Civil Service**

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

## **a. New Article – Discipline Process**

**Add a new Article to read:**

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

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

## **b. New Article – Layoffs**

**Add a new Article to read:**

### **Article \_\_: Layoffs**

- A. For the purposes of this Agreement, the term "layoff" means a reduction in the number of personnel in a particular rank, or in the department as a whole due to a lack of funds.
- B. Patrol officers will be laid off in order of inverse seniority in the patrol officer rank. In any such case a five (5) working days' advance notice of the contemplated demotion or layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union. The employee shall have a right to a pre-deprivation hearing before the appointing authority (or designee) about whether there is lack of funds to justify the abolition of position and whether the layoff or demotion is consistent with seniority. The decision of the appointing authority shall be final with no recourse to the grievance procedure or arbitration, except that the determination regarding the order of layoffs shall be subject to grievance and arbitration.
- C. A demoted or laid-off employee shall have recall rights for a maximum period of five (5) years. Recall to employment or to higher ranks after demotion shall be in the inverse order of layoff or demotion. Notice of recall shall be via certified mail to the employee's last known address and by electronic mail to the employee's last known personal address. The employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the notice of his or her intention to return to the recalled position with the Randolph Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently.

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

The Town intends to seek to exit Civil Service. Union and its members commit that they will not make any public written or verbal statements opposing withdrawal from Civil Service and not to make any such statements opposing any legislation or other political means the Town may employ in seeking authorization to withdraw from Civil Service.

**12. Promotion Policy – Appendix A**

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

**13. Housekeeping.**

- a. By mutual agreement, grammatical and typographical errors will be corrected, and obsolete language will be deleted.
- b. Revise Duration Article (and if necessary renumber it to the last Article) to reflect the term of the agreement set forth in this MOA.
- c. The title “Commander” which is a title bestowed by the Chief, in his/her discretion, is hereby changed to the title of “Deputy Chief”. The title “Commander” shall be replaced with “Deputy Chief” throughout the CBA.

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

NEPBA, LOCAL 34

TOWN OF RANDOLPH

Date: 4/6/23

Date: \_\_\_\_\_