

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Weymouth (Town) and the Weymouth Police Patrolman's Union, Massachusetts Coalition of Police, Local 378, AFL-CIO (Union).

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period of July 1, 2007 through June 30, 2010; and

WHEREAS, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement;

NOW, THEREFORE, in consideration of mutual promises, the parties agree as follows:

1. The terms and conditions of employment set forth in the collective bargaining agreement between the parties for the period of July 1, 2007 through June 30, 2010 shall remain in full force and effect for the period of July 1, 2010 through June 30, 2013, except as amended herein.

2. **Article 1, Recognition of Bargaining Unit, Contract Duration, No Strike Clause**

Amend the third paragraph by replacing "the first day of July, 2007" with "the first day of July, 2010"; and "the last day of June 2010" with "the last day of June, 2013". Amend the fourth paragraph by replacing "December 1, 2009" with "December 1, 2012" and "June 30, 2010" with "June 20, 2013".

3. **Article III, Seniority**

Amend paragraph (E) by adding Traffic Officers to the list of positions.

4. **Article IV, Categories of Anticipated Leaves, C Sick Leave Program, Limited Duty-Medical Examination (C)**

Amend to add New England Baptist Hospital to the list of hospitals in the second paragraph.

5. **Article IV, Categories of Anticipated Leaves, E Vacations**

Amend to establish a joint labor-management committee to discuss conversion of vacation accrual from a calendar year to a fiscal year basis during the term of this agreement.

6. **Article V, Uniforms and Equipment**

Amend section (B) to increase the clothing allowance from \$600 to \$650 effective July 1, 2011 and to \$700 effective July 1, 2012.

Amend section (B) to increase the cleaning allowance from \$450 to \$500 effective July 1, 2011 and \$550 effective July 1, 2012.

7. **Article XIV, Education Incentive Pay**

Amend Section 1, Education Incentive Pay by substituting the following:

"Section 1- Education Incentive Pay

The Town agrees to compensate employees who are eligible for police career incentives under MGL chapter 41 section 108L on the date of this agreement with base pay increases as follows:

- 10% for an Associate's degree in law enforcement or 60 credits earned towards a Baccalaureate degree in law enforcement.
- 20% for a Baccalaureate degree in law enforcement.
- 25% for a Master's degree in law enforcement or for or a degree in law.

The Town agrees to compensate employees who are not eligible for police career incentives under MGL chapter 41, section 108L on the date of this agreement with base pay increases in accordance with the program standards of MGL chapter 41, section 108L as follows:

- \$ 3,000 for an Associate's degree in law enforcement or 60 credits earned towards a Baccalaureate degree in law enforcement.
- \$ 5,000 for a Baccalaureate degree in law enforcement.
- \$ 7,000 for a Master's degree in law enforcement or a degree in law.

In the event MGL chapter 41 section 108L is repealed, reduced, amended or underfunded by the Commonwealth, the education incentive programs as defined above shall remain in effect.

Payments under this section shall be made weekly and shall be considered part of an employee's weekly compensation. Education incentive pay shall be deemed as regular compensation for pension and retirement purposes."

8. **Article XIV, Education Incentive Pay and Longevity**

Amend Section 2, Longevity so that effective July 1, 2012, employees shall receive \$400 after 10 years of service and an additional \$40 for each year of service thereafter.

9. **Article XV, Extra Work Details/Overtime**

Amend Section 2, Procedure, D Extra Work Detail Payments to increase the detail rate to \$42.00 per hour effective July 1, 2012 and to allow the Town to charge a 10% administrative fee.

10. **Article XVII, Miscellaneous**

Add new section 10 as follows:

"Section 10 Direct Deposit

All members of the bargaining unit will participate in direct deposit."

11. **Article XVII, Miscellaneous**

Add new section 11 as follows:

"Section 11 Body Armor

The mandatory body armor policy shall be implemented provided employees have the option to use an outside vest approved and supplied by the Town."

12. **Article XVIII, Wage Schedule, Temporary Service Out of Rank Compensation**

Amend to add effective July 1, 2012, the Traffic Officers shall be Compensated at the P-2A rate.

13. **Article XVIII, Wage Schedule, Current CBA Period**

Amend to add effective January 1, 2013, the salary schedule in effect on June 30, 2010 shall be increased by two percent (2%).

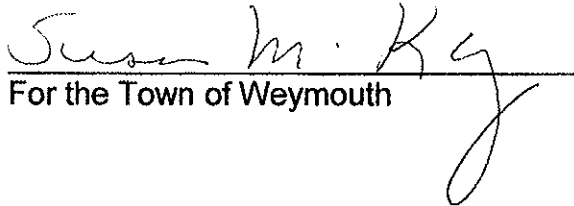
14. **Article XIX, Training**

Amend to reflect current status of training facilities and "distance learning".

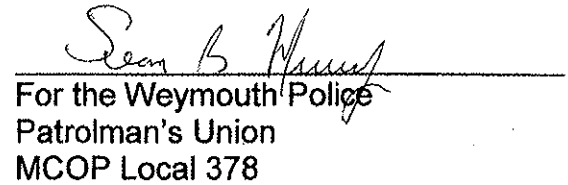
15. **Article XX, Evaluations**

Amend paragraph 3 to reactivate the evaluation committee to develop an acceptable evaluation form.

WHEREFORE, the parties have caused this Memorandum of Agreement to be executed this 30TH day of APRIL 2012.



For the Town of Weymouth



For the Weymouth Police
Patrolman's Union
MCOP Local 378