

TOWN OF WEYMOUTH and Weymouth Police Patrol Union, Massachusetts Coalition of Police, Local 378 (June 2017 – for the agreement July 1, 2016 – June 30, 2019)

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, 2013 through June 30, 2016 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:

"RECOGNITION OF BARGAINING UNIT, CONTRACT DURATION..."

ARTICLE I (Pg. 3) Three (3) year contractual agreement effective July 1, 2016 to June 30, 2019:

Article 1 (Paragraph 3) revision shall include: *This agreement shall become effective the first day of July, 2016... and shall continue in force and effect through June 30, 2019.*

ARTICLE III, (Pg. 5 - 6) SENIORITY:

Section E: Amend as follows:

Delete: ~~Crime Prevention Officer~~ ~~-Vehicle Maintenance~~

Add: School Resource Officers, Field Training Officers and Community Outreach Officers

Section 1 Dispatcher/Station Officer: The position of Dispatcher shall be a civilian position and the position of Station Officer shall be established and filled by an employee covered by this Agreement. The Station Officer shall be a P2A pay rate position and an officer must be certified in the operation of the E-911 system **and be physically able to assume the position upon assignment** in order to be eligible to work the position.

The Station Officer position shall be posted annually for each of the major shift (8AM-4PM, 4PM-12A, 12A-8AM) and shall be filled with the most senior eligible officer requesting the position on each respective shift. **If an assigned station officer is physically unable perform their duties and therefore ineligible to participate in a regular shift bid process, he or she shall, upon their return to full duty, be afforded the opportunity to rebid for the station officer position within 30 days upon return, provided he/she was in that position at the time of the ineligible circumstance.**

Article IV-C, (pg. 8) SICK LEAVE PROGRAM Section (A) 1: addition of the following language:-

The fourth paragraph of section (A) 1 is amended as follows:

"The Chief of Police or the Acting Chief, will respond to any officer's request for injury-on-duty leave pursuant to M.G.L. chapter 41, section 111F, within 48 hours of the officer submitting, **to the Chief,** the documents required by **Policy and Procedure 22-1 Personnel Structure, Section (3) Service Connected Injury**, excluding holidays and weekends. In the event that the Chief determines that the medical information required by **Policy and Procedure 22-1 Personnel Structure, Section (3) Service Connected Injury** is not contained in the documentation so submitted **or he requires additional information specific to the claimed injury,** he will forthwith inform the officer of the

required additional information. Upon submission by the officer of the additional **required** information, the Chief or Acting Chief will respond to the officer's request within the aforesaid 48 hours. If the Chief or Acting Chief is unavailable during the aforesaid 48 hours, he will respond within 48 hours of his return, excluding holidays and weekends."

Article IV-C, (pg. 13) SICK LEAVE PROGRAM

Under Sub-section (B) - addition of item (14), **Quarterly** incentive

Effective July 1, 2017, every quarter that an employee does not utilize a sick day the employee shall receive one (1) additional personal day. Employees may carry over two (2) personal days from one year to the next year, but the employee must use the carried over personal days by June 30th. Personal days may never exceed six (6) in total at any time.

Section B: #8- Line 5

"The Chief may issue such notice at his discretion to those employees who have used five (5) or more sick days, whether consecutive or not, during any one-year period **beginning January 1st and ending December 31st**. Such notice will remain in effect for one (1) year from the date of issuance.

Section (C): amended as follows:

Officers who remain on injury leave under General Laws, Chapter 41, Section 111F, for a period of over three (3) months on any one injury shall agree to **an independent** medical examination at the direction of the Chief of Police to determine if that injury still exists under General Laws, Chapter 41, Section 111F, or to determine if such officer is capable of performing limited duty. **Officers performing limited duty shall be compensated at their full pay as of the date of the injury.**

Examination for such purposes will be conducted at the Lahey Clinic, Burlington, Massachusetts, the Massachusetts General Hospital, Boston, Massachusetts, or the New England Baptist Hospital, Boston, Massachusetts by an appointment arranged by the Chief of Police at the expense of the Town with the appropriate department of the hospital and the hospital administration assigning a medical specialist in the appropriate field of injury to conduct such **independent** medical examination.

The decision of the examining physician will be binding on the employee and employer for a period of time as determined by the examining physician. **If the independent examining physician deems the officer able to return to work under Limited Duty status, the Chief shall provide the officer tasks and assignments consistent with the officer's medical restrictions determined by the independent examining physician. The Chief may provide, a Monday through Friday (8:00 AM to 4:00 PM) work schedule.** If the **independent examining** physician determines the injured officer cannot return to full duty or limited duty, such officer will submit to reexamination as directed by said examining physician.

If the independent examining physician deems the officer permanently unable to return to full duty while on limited duty status, either the officer, the Town (or both) shall file an application of disability retirement with the Town Retirement Board. The officer shall remain on limited duty until a complete application is filed with the Town Retirement Board. Upon confirmation by the retirement board of the completed retirement application being received, the officer will be placed on injury leave under General Laws, Chapter 41, Section 111F. Should the officer's retirement application be denied with cause, the officer may be returned to limited duty to be reassessed and processed in accordance with the applicable laws and this contract.

AMENDED SALARY AUGMENTATION PLAN: Amend as follows

4. Any member of the bargaining unit who is employed by the Weymouth Police Department for at least twenty (20) years of service and qualified by June 30, 2019, will be eligible to participate in the Salary Augmentation Plan. Although current policy caps usage of the plan to five (5) officers per year, the Chief shall have discretion to increase that cap. The salary augmentation plan shall be eliminated at the conclusion of the current contract, which is June 30, 2019.

ARTICLE IV-E (Pg.15): "VACATIONS" [Attached/Sub-group]

ARTICLE V (Pg. 17) "UNIFORMS AND EQUIPMENT"

Section B amended as follows;

Effective July 1, 2017 the uniform allowance for officers shall increase from \$700.00 to \$800.00.

Effective July 1, 2018 the uniform allowance for officers shall increase from \$800.00 to \$850.00.

Effective July 1, 2017 the uniform cleaning allowance shall increase from \$550.00 to \$650.00.

Effective July 1, 2018 the uniform cleaning allowance shall increase from \$650.00 to \$700.00

ARTICLE X: HEALTH and SAFETY (Pg. 22) – Amend as follows:

"A safety committee of three (3) members of the Union, which may include the Union President, shall meet with the Chief of Police at least once per year or upon the request of either the Union committee or the Chief of Police" to discuss and make recommendations for improvements of general health and safety of employees.

ARTICLE XIV (Pg. 26): "EDUCATIONAL INCENTIVE" (Section 1, Paragraph 2)

- α. The Town agrees to compensate employees who are not eligible for police career incentives under the MGL chapter 41, section 108L, on the date of the previous agreement with the following **Weymouth Educational Incentive**;

Educational Incentive: base pay increases to officers with a degree from an accredited Institution in the following academic categories:

Criminal Justice Related:

Criminal Justice, Homeland Security, Psychology, Legal Studies, Compensation in the listed Criminal Justice degrees receive following amounts;

- Effective July 1, 2017 Officers with an Associate's Degree or 60 credits earned toward a Baccalaureate Degree shall *receive \$4,000*
- Effective July 1, 2017 Officers with a Baccalaureate Degree shall *receive \$6,000*
- Effective July 1, 2017 Officers with a Master's Degree or J.D shall *receive \$10,000*

Non-Criminal Justice Related (Other):

Sociology, Foreign Relations (including language concentrations), English, Communications, Finance & Administration, Nursing/Medical fields Compensation in the listed Non-Criminal Justice degrees receive the following amounts;

- Effective July 1, 2017 Officers with an Associate's Degree or 60 credits earned toward a Baccalaureate Degree shall *receive \$2,000*
- Effective July 1, 2017 Officers with a Baccalaureate Degree shall *receive \$3,000*
- Effective July 1, 2017 Officers with a Master's Degree or J.D shall *receive \$5,000*

ARTICLE XIV (Pg. 26): "LONGEVITY" (Section 2, A) **Amended as follows:**

Effective July 1, 2016, employees shall receive \$500.00 after 10 years of service and an additional \$40 for each year of service thereafter
Effective July 1, 2017, employees shall receive \$600.00 after 10 years of service and an additional \$40 for each year of service thereafter
Effective July 1, 2018, employees shall receive \$700.00 after 10 years of service and an additional \$40 for each year of service thereafter

ARTICLE XV (Pg.29): Sec. D-EXTRA WORK DETAIL PAYMENTS

Paragraph 2 – amend as follows:

Effective at the time of signing and upon the required administrative implementation of the adjusted rates (No retroactive monies shall be incurred during this process). Regular detail rate shall be the overtime rate (1.5 times) of the established hourly rate of the P2 Step 3.

Section 2 – E Paragraph 3 Amend as follows:

"When a member of the Patrol Union retires through the Town, the maximum accumulation to be received through cash out/reimbursement at retirement shall be capped at 120 hours of accumulated comp time. Any additional accumulated hours should be used or will be forfeited."

ARTICLE XVI (Page 30): WORK WEEK

Paragraph 1,2,4 Amend as follows: (reflects current agreed upon practice):

Change 8:30AM – 4:30PM to 7:30AM – 3:30PM
Change 4:30PM -12:30AM to 3:30PM -11:30PM
Change 12:30AM-8:30AM to 11:30PM-7:30AM

Article XVII (Pg.31): MISCELLANEOUS Section 4 Ordinances - Amend as follows:

The Town agrees to make available to employees electronic copies of Town of Weymouth Ordinances.

ARTICLE XVIII (Pg. 32): "WAGE SCHEDULE-

Across-the-board, retro-active salary increases to take effect as follows:

2.0% effective July 1, 2016
1.5% effective July 1, 2017
2.5% effective July 1, 2018

TEMPORARY SERVICE OUT OF RANK COMPENSATION (Pg. 32)

Amend paragraph 3 as follows:

Those officers at P-1 with twenty- nine (29) years of service shall advance to P-2, on the anniversary date, Officers at P-2 and P2A with twenty-nine (29) years of service shall receive the same percentage increase as those officer at P-1 with twenty-nine (29) years of service who advance to P-2 in accordance with the provisions set forth above.

Amend paragraph 4 as follows:

Effective January 1, 2018, the "hazardous duty" pay stipend shall be **5%**.

New Paragraph:

Once the Town of Weymouth Police Department becomes accredited, active Weymouth Police Patrolman's Union members shall receive a recurring, annual stipend of One-

Hundred and Fifty Dollars (\$150), effective the first pay period after accreditation is received and every July 1st thereafter provided that the certification and accreditation is maintained.

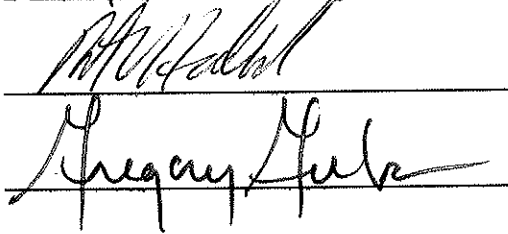
ARTICLE XIX (Pg.33): TRAINING - Amend as follows

Paragraph (3): In the event that a new recruit officer is assigned to a Field Training Officer (FTO) the Field Training Officer will receive a stipend equal to ten percent (10%) for the time he/she is with the new officer.

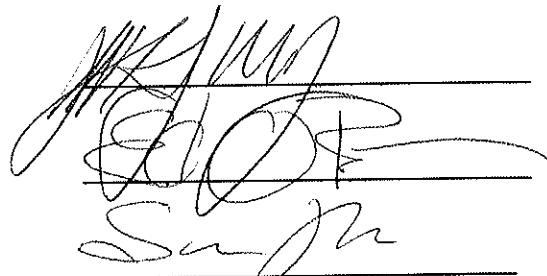
New Paragraph (5);

Officers assigned to in-service, specialized or career based training may make themselves available for outside details and department overtime through written notice to the personnel office no less than forty eight (48) hours prior to the start of training. Officers assigned to in-service, specialized or career based training shall not be considered available for any forced work, unless the officer has made themselves available for outside details and department overtime in the manner defined above.

WHEREFORE, the parties have caused this Memorandum of Agreement to be executed this 28th day of June, 2017



For the Town of Weymouth



For the Weymouth Police
Patrol Union
MCOP Local 378

WEYMOUTH POLICE PATROLMAN'S UNION

MCOP Local 878 AFL-CIO



Article IV – E VACATIONS, LIEU OF HOLIDAY and COMPENSATORY TIME OFF

1. General

An employee who has years of service in another civil service city or town as a full time academy trained police officer may add those years of service to his or her anniversary date of employment within the Town of Weymouth. Vacations will be utilized and based on a police officer's continuous employment as a police officer in the Town of Weymouth, from the anniversary date of his or her initial employment.

An officer who has been in continuous employment for five (5) months from the anniversary date of his or her initial employment shall be granted vacation leave of one (1) week with full pay.

An officer who has been in continuous employment for thirty (30) weeks from the anniversary date of his or her initial employment shall be granted vacation leave of two (2) weeks with full pay.

An officer who has been in continuous employment for five (5) years from the anniversary date of his or her initial employment shall be granted vacation leave of three (3) weeks with full pay.

An officer who has been in continuous employment for ten (10) years from the anniversary date of his or her initial employment shall be granted four (4) weeks with full pay.

An officer who has been in continuous employment for seventeen (17) years from the anniversary date of his or her initial employment shall be granted vacation leave of five (5) weeks with full pay.

Those employees with four (4) or five (5) weeks of vacation must take one (1) week of vacation between January 1st and April 30th or one (1) week of vacation between September 15th and December 31st. Single vacation days may be used to satisfy this requirement.

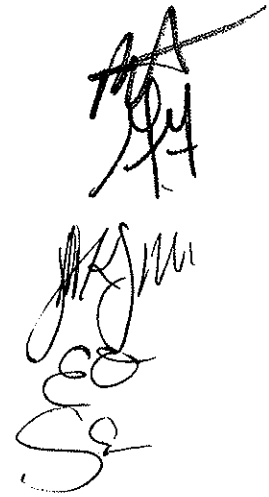
A "vacation week" shall be defined as six (6) days. There will be an allowance for an officer to split his/her vacation if he/she so desires by individual days, and they will not be required to take successive weeks of vacation. Any officer may take one (1) week summer vacation if he/she so desires, and will not be required to take successive weeks of vacation. Single Vacation days, Lieu of Holiday days (LOH) and Compensatory Time Off (Comp Time) shall be granted through the designated provisions below, unless no replacement can be found. An officer who wishes to take his or her vacation day, LOH day or Comp day in half (1/2) day increments must provide notice of his or her intentions at the start of the shift prior to shift of which the half day is to be taken. Compensatory time off may be taken in less than four (4) hour increments provided it does not create over time.

Paragraphs 5, 6, 7, 8, and 9 from existing here

4th of July Celebration. All leave requests on those specific dates shall be granted through shift seniority and by the established overtime hiring process, excluding the forcing of personnel.

NOTE: ARTICLE IV-B. "Leaves of Absence," Section 3, Other Leave, paragraph (B) (pg. 7) Shall be changed to read:

Employees are entitled to thirty-two (32) hours of personal leave each year without being charged vacation or any other leave. Personal Leave shall be taken in "increments" of eight (8) hour minimums. Officer with twenty or more consecutive years of service in the Weymouth Police Department and are on the 8:00 am to 4:00 pm shift will have an additional (8) hours of personal leave available to them.

Two handwritten signatures are present. The top signature is a stylized, cursive name that appears to be 'AA' or 'A.A.' with a long horizontal line extending from the top right. The bottom signature is also cursive and appears to be 'SS' or 'S.S.' with a long horizontal line extending from the top right.