

**Weymouth Police Patrolman's Union Local 378
and
The Town of Weymouth
Collective Bargaining Tentative Agreement**

The Town of Weymouth ("Town") and the Weymouth Police Patrolman's Union, Massachusetts Coalition of Police, Local 378, AFL-CIO ("Union") hereby agree to extend their 2019-2022 collective bargaining agreement through June 30, 2025, except as modified by this Memorandum of Agreement as follows:

All changes are effective as of July 1, 2022 unless otherwise noted.

1) ARTICLE XIV - EDUCATION INCENTIVE PAY AND LONGEVITY

Amend section 1 of Article XIV as follows:

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 the previous 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 a degree in law.

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, Emergency Management, Sociology, and Social Work.

Compensation in the listed Criminal Justice degrees receive following amounts;

Effective July 1, 2022 Officers with an Associate's Degree or 60 credits earned toward a Baccalaureate Degree shall receive \$5,500

Effective July 1, 2022 Officers with a Baccalaureate Degree shall receive \$8,250

Effective July 1, 2022 Officers with a Master's Degree or J.D shall receive \$13,750

Non-Criminal Justice Related (Other):

Compensation for any other degrees not listed as criminal justice related shall be in the following amounts:

Effective July 1, 2022 Officers with an Associate's Degree or 60 credits earned toward a Baccalaureate Degree shall receive \$2,750

Effective July 1, 2022 Officers with a Baccalaureate Degree shall receive \$4,125

Effective July 1, 2022 Officers with a Master's Degree shall receive \$6,875

In the event MGL chapter 41 section 108L is repealed, reduced, amended or underfunded by the Commonwealth, the education incentive programs as defined above shall remain in effect.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

2) ARTICLE XVIII - WAGE SCHEDULE
TEMPORARY SERVICE OUT OF RANK COMPENSATION

Amend Article XVIII and Appendix A to reflect the following increases to base pay:

WAGE SCHEDULE

A. Across-the-board salary increases to the Salary Schedules shall take effect in the following amounts and on the following dates:

July 1, 2022 - Three Percent (3.0%)

July 1, 2023 - Three Percent (3.0%)

July 1, 2024 - Two and One-Half Percent (2.50%)

3) ARTICLE XVIII - WAGE SCHEDULE
TEMPORARY SERVICE OUT OF RANK COMPENSATION

Strike the following language:

~~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 (\$150.00), effective the first pay period after accreditation is received and every July 1st thereafter provided that the certification and accreditation is maintained.~~

Add the following language:

TECHNOLOGY IMPACT PAYMENT

Effective upon execution of the MOA, members shall receive an annual Technology Impact Payment equal to a one and one-half percent (1.5%) increase in base pay compensation, in recognition of the new and complex technology members are required to use on duty.

Effective July 1, 2024, the Technology Impact Payment shall increase to two percent (2.0%).

4) ARTICLE IV C - SICK LEAVE PROGRAM

Amend Article IV C (B) as follows:

(B) 7. Sick leave must be authorized by the Chief of Police and must be reported to the Personnel Office on a designated form. All sick notes must be produced within (7) business days to be accepted as excused sick days. The Chief may waive this requirement for extenuating circumstances.

(B) 8. The Chief of Police may require an employee to furnish a doctor's certificate at the employee's own expense in order to be paid for sick leave, provided the employee has received, prior to the use of the sick leave; a written notice that a certificate may be required. The notice will be used to discourage suspected sick leave abuse. 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. In determining to issue such a request, the parties to this Contract agree that the Chief will consider, but will not be limited to, the following criteria:

- a. merits and circumstances of each individual's situation;
- b. if long term abuse is due to mitigating factors such as flu, hospitalization or injury;
- c. are the absences of one day duration;
- d. do the absences follow a pattern
- e. are the absences contained to a finite period (e.g. one month) in which the individual has satisfactorily explained the underlying circumstances;
- f. length of service and number of accumulated sick days.

The Town agrees to 3 days from accumulated days being available for family illness for a family member who resides in the officers' home. Such family sick leave shall not be counted as sick leave use for the purpose of determining sick leave abuse.

(B) 14. Effective July 1, 2017, every quarter that an employee does not utilize a sick day the employee shall receive one (1) additional vacation day. Effective July 1, 2023, if a member has an unexcused sick day, said member will be ineligible for this incentive for the following quarter. 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 seven (7) in total at any time.

5) ARTICLE XV - EXTRA WORK DETAILS/OVERTIME

Amend Article XV (D) as follows:

OVERTIME – D. OVERTIME PAYMENTS

4. 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 64 hours of accumulated comp time. Any additional accumulated hours should be used or will be forfeited.

6) ARTICLE IV – D HOLIDAYS

Amend Article IV as follows:

The following days shall be considered holidays:

HOLIDAYS

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Jr. Day	Juneteenth	Veteran's Day
Presidents Day	Independence Day	Thanksgiving Day
Patriot's Day	Labor Day	Christmas Day

Each officer will be guaranteed twelve (12) paid holidays, regardless of the day of the week on which they fall. Members of the bargaining unit will have their holiday pay withheld and paid to them in a lump sum in the first pay period in November. Effective January 1, 2014, holiday pay shall be computed on the basis of twenty five percent (25%) of the employee's regular weekly compensation.

An employee in continuous employment and full pay status who because of a rotation of shifts works different days in successive weeks shall be granted an additional day's pay for each of the legal holidays listed in the preceding paragraph subject to the following limitations and options:

If an employee works a full tour of duty on one (1) of the aforementioned holidays, he shall be paid holiday pay regardless of whether or not he works the day before or the day after the holiday. If an employee is not scheduled to work on the holiday and is scheduled to work the day before or the day after the holiday and fails to work a full tour of duty on either of these days because of being sick, unless the officer brings a note from a doctor verifying the illness, he shall not receive holiday pay.

An employee may elect to take a day off in lieu of a day's pay for any of the legal holidays listed in the first paragraph under this Article IV, if his request to substitute said day's pay is approved by his department head. Employees who regularly work the day shift and indeed do work on any of the above holidays shall receive holiday pay equal to time and one-half their regular hourly rate.

7) ARTICLE III – SENIORITY

Amend Article III (E) as follows:

The following procedure shall apply to the filling of shift assignments in the department. It shall not apply to the positions of:

“Effective upon execution of this MOA, the Marine Unit Officers shall be compensated at the rate P-03 (Patrolman S) rate of the Towns pay scale.”

Youth Officer	Detective
School Resource Officers	Evidence Technician
Safety Officer	Field Training Officers
Canine Officer	Licensing Officer
Personnel Clerk	Traffic Officers
Marine Unit	Community Outreach Officers

8) ARTICLE I (Paragraphs 3 and 4) – CONTRACT DURATION

Amend Article I and any other appropriate section of the Agreement to reflect a three-year agreement, as follows:

This Agreement shall become effective the first day of July, 2022 or at such later date, as to certain provisions thereof, as may be specifically referred to in this Agreement, and shall continue in force and effect until the last day of June, 2025. The terms, conditions, and covenants as herein before set forth shall continue without alteration for the duration of this agreement.

Thereafter, it shall renew itself for twelve (12) month periods, unless written notice is given by either party to the other not less than one hundred twenty (120) days prior to the expiration date but in no event earlier than December 1, 2024 or any expiration thereof, that it desires to terminate or amend this Agreement. In the event such notice is given, the parties shall begin-negotiations within twenty (20) days thereafter. If negotiations are not completed prior to June 30, 2025, this Agreement shall continue in full force and effect during such negotiations.

SIGNATURE PAGE

Witness our hands and seals, by authorized agents, this day of January 31st, 2023.

For the Police Patrolman's
Union MCOP Local 378

For the Town of Weymouth

Michael E. Hall

Joseph G. Hall

Robert J. Hall

Tom G. Hall

Robert M. Hall
