Memorandum of Agreement

By and between the

New England Police Benevolent Association, Inc., Local 107,

And

The Town of Weymouth, Massachusetts

WHEREAS, the Town of Weymouth (the "Town") and New England Police Benevolent Association, Inc., Local 107 (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") to for the period July 1, 2024 through June 30, 2027;

WHEREAS, the Town and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. Article I - Recognition and Bargaining Unit

Change the first paragraph to read as follows:

The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the following bargaining unit: All full-time Weymouth Telecommunicators and Telecommunicator Supervisors.

2. Article V - Leaves of Absence, Number 3

Change to read as follows:

Personal Leave: Employees are entitled to up to four (4) days of personal leave to address matters which can only be scheduled during regular working hours. Personal days must be requested at least eight (8) hours prior to the shift on which the personal leave is to be taken.

3. Article VII - Sick Leave Program, Sub-section I

Change to read as follows:

(i) Annual sick leave incentive program:

Employees who have been in active employment for not less than twelve (12) months during a fiscal year, that is, not on workers' compensation, on unpaid leave of absence for more than three (3) months or being employed for less than twelve (12) months during a fiscal year, shall be entitled to a sick leave incentive benefit based upon the following formula:

Sick Leave Used	Incentive Payment	Or Vacation Time
0 to partial shift	\$1,200.00	4 days
1 to 3 shifts	\$ 600.00	2 days
4 to 5 shifts	\$ 350.00	

Payments according to the above shall be made in a lump sum during the month of July following the fiscal year in which the payment was earned. In addition, the payment shall be included in the employee's compensation for the purpose of retirement benefits.

4. Article IX - Holidays

Add Juneteenth to list of holidays and modify the number of paid days as follows:

The following days shall be considered holidays:

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

Each employee shall be granted twelve (12) paid holidays regardless of the day of the week on which they fall.

5. Article XIII - Training

Change second sentence in paragraph two to read as follows:

New hire will have two weeks of training, a week on days and a week on 4 to 12 shift, with the most senior dispatcher working. New hires will then have three (3) one on ones with a Trainee who is Certified Training Officer (CTO), who must have a minimum of five (5) years of experience as a dispatcher. If no CTO is available, then the trainer must have at least five (5) years' experience. The three (3) one-on-one shifts will be compensated at an overtime rate. If the Trainer believes a new hire needs additional training, she/he will discuss concerns with a Supervisor in charge of training. If the chief believes the trainee needs more training, it can be extended by mutual agreement. All members who are certified as a CTO shall receive an annual stipend of one hundred fifty dollars (\$150.00) paid in July of each year. Certification shall remain active and in good standing for the previous year in order to receive stipend. Stipend shall be considered regular compensation for retirement.

6. Article XIV - Vacation

Change fifth paragraph to read as follows:

Seven (7) days of vacation may be carried over from one fiscal year to the next and that said week will not be available for buyback upon resignation or retirement.

7. Article XVII - COMPENSATION OF OVERTIME

Change the third paragraph to read as follows:

Employees may accumulate compensatory time-off to a maximum of sixty-four (64) hours at a time; however, after enough time is used to go below sixty-four (64) hours, compensatory time may be accumulated to the maximum again.

8. Article XXIV - Wages

Delete and change to read as follows:

Effective July 1, 2024, the salary schedule in effect on June 30, 2024 shall be increase by three (3%) percent;

Effective July 1, 2025, the salary schedule in effect on June 30, 2025 shall be increase by three (3%) percent;

Effective July 1, 2026, the salary schedule in effect on June 30, 2026 shall be increase by three (3%) percent

Unit Members with more than twenty (20) years of consecutive service in the Weymouth Police Department will receive an additional one-and one-half percent (1.5%) increase in pay.

Unit Members with more than twenty-five (25) years of consecutive service in the Weymouth Police Department will receive an additional three percent (3%) increase in pay.

Unit Members with more than thirty (30) years of consecutive service in the Weymouth Police Department will receive an additional five percent (5%) increase in pay.

Effective July 1, 2012, all employees shall participate in direct deposit.

Any member assigned to the Dispatch Supervisor position, shall receive an additional ten (10%) percent in wage compensation.

9. Article XV - Work Week

Change the sixth paragraph to read as follows:

A member may be held over for up to one-half ($\frac{1}{2}$) hour beyond the end of his/her shift. If the member is held over more than one-half ($\frac{1}{2}$) hour, the time shall be rounded up to the next hour.

10. Article XVI - Shift Bid

Delete and replace to read as follows:

The Town shall post a shift bid for all dispatchers once (1) a year, to be effective the third Monday of January. The shift bid shall be posted for a minimum of ten (10) days. If a shift change takes place, the member who changes shifts will be granted a minimum of sixty-four (64) hours off before starting the new shift. The shift bid will be based on full-time employment with the Weymouth Police Department.

11. Article XXVII - Longevity

Delete and replace to read as follows:

Effective July 1, 2025, a member shall receive an annual longevity payment of five hundred (\$500) dollars after having completed ten (10) years of full-time continuous employment and an additional fifty (\$50) dollars for each year of service thereafter.

The annual amount due to a member shall be paid in the last pay period of the qualifying fiscal year.

Members who retires or resigns more than six (6) months into an eligible fiscal year shall receive a full longevity payment as part of their separation payout.

12. Article XXX – Miscellaneous, New Section 9

Add new section to read as follows:

Effective July 1, 2025, members of the bargaining unit shall receive an annual Technology Impact payment equal to two (2%) percent increase in base pay compensation, in recognition of the new and complex technology members are required to use on duty.

13. Article XXXI – Duration

Change the dates to read as follows:

This Agreement shall become effective July 1, 2024, or at such later date as to certain provisions thereof as may be specifically referred to in this Agreement and shall continue in full force and effect until June 30, 2027. If no agreement is reached before June 30, 2027, this Agreement shall remain in full force and effect until an agreement is reached for a successor agreement.

14. NEW ARTICLE - NEPBA Health & Welfare Trust Fund

Add to read as follows:

Section 1 - HEALTH: The Town agrees to allow a voluntary payroll deduction for the New England PBA Health & Welfare Trust Fund, which shall provide additional benefits to those covered under this agreement., any additional cost shall be paid by the employee through payroll deduction. The Trust is a fund administered by the New England PBA and is a joint labor and management-managed fund. The Board of Trustees shall determine in their discretion and within the terms of the Declaration of Trust such Health & Welfare fund benefits to the employees covered under this agreement and their families. The contributions made by the employee to the New England PBA Health & Welfare Trust Fund shall not be used for any other purpose other than to provide Health & Welfare Benefits.

<u>Section 2. WELLNESS</u>: Any member who by their own choice, may receive four (4) hours annual compensatory time for undertaking wellness sessions administered by a licensed professional counselor, psychologist or psychiatrist on a semi-annual basis. Once verified by the Chief of Police, any documentation will be returned to the member. The Department will not have access to any information about the session beyond verification of the licensed professional's credentials and the date, time and location of the session.

15. NEW ARTICLE – RETENTION BONUS PAYMENTS

Add to read as follows:

Effective July 1, 2024, The Town agrees to create a retention bonus program for all employees covered by this Agreement which will be payable on the employee's anniversary date of employment with the Town, based on the following schedule:

Upon employees' fifth (5) year anniversary	\$1,750.00
Upon employees' tenth (10) year anniversary	\$1,750.00
Upon employees' fifteenth (15) year anniversary	\$1,750.00
Upon employees' twentieth (20) year anniversary	\$3,250.00
Upon employees' twenty-fifth (25) year anniversary	\$3,250.00
Upon employees' thirtieth (30) year anniversary	\$3,250.00

This Agreement is subject to ratification by the Town of Weymouth and by New England Police Benevolent Association, Inc., Local 107 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Weymouth and by New England Police Benevolent Association, Inc., Local 107.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this <u>90</u> day of November, 2023,

TOWN OF WEYMOUTH, By its Bargaining Team, duly authorized,	NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 107, UFPO 1000 By its Bargaining Team, duly
authorized,	La CHAIDIÚCEA
	Lam M. Mondeau