

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE TOWN OF MEDFIELD AND
THE MEDFIELD POLICE LEAGUE, MASSCOP LOCAL 257**

NOW comes the Town of Medfield (“Town”) and the Medfield Police League, MassCOP Local 257 (“Union”), (collectively “the parties”) who have agreed to modify the collective bargaining agreement (“CBA”) upon the following terms. This agreement is subject to ratification by the Union and the Town of Medfield Select Board.

~~WHEREAS, the Parties currently have a CBA in effect from July 1, 2020, through June 30, 2022.~~

WHEREAS, the Town and the Union have, pursuant to Massachusetts General Laws, Chapter 150E negotiated a successor contract for the aforementioned CBA;

NOW, THEREFORE, in consideration of mutual covenants and promises, the Parties agree that the following changes will be made to the Parties’ July 1, 2020 through and including June 30, 2022 CBA:

1. Article VI - Duration:

- a. Three (3) year contract: July 1, 2022 – June 30, 2025
- b. All references to Duration will be updated in the collective bargaining agreement.

2. Section 2 - Wages:

- a. Parity Adjustment (effective July 1, 2022):
 - 2% Patrol Officers
 - 2% Sergeants
 - 1.5% Dispatchers

b. Cost of Living Adjustment (COLA):

July 1, 2022	-----	3%
July 1, 2023	-----	3%
July 1, 2024	-----	3%

3. Section 16 - Longevity: In order to maintain the separation between steps following the parity and cost of living adjustments, the final wage chart, after being updated to reflect the wage increases above, shall reflect the following:

- a. The annual salary of Sergeants at Step 4 shall be **at least** \$1000 greater than the annual salary of Sergeants at Step 3.
- b. The annual salary of Sergeants at step 5 shall be **at least** \$1500 greater than the annual salary of Sergeants at Step 4.

- c. The annual salary of Police Officers at Step 7 shall be at least \$1000 greater than the annual salary of Police Officers at Step 6.
- d. The annual salary of Police Officers at Step 8 shall be at least \$1500 greater than the annual salary of Police Officers at Step 7.

4. Section 18 – Educational Incentive: The current language shall be replaced with the following language:

A. All officers employed at the Medfield Police Department who meet the qualifications in this section shall be eligible for the following education incentive:

Associate Degree	10%
Bachelor’s Degree	20%
Master’s or Law Degree	25%

In order to be eligible for this incentive, an officer must have obtained a degree from an accredited institution. All officers employed at the Medfield Police Department as of July 1, 2022 who hold a qualifying degree, regardless of subject matter, shall be eligible for the incentive. All officers hired after July 1, 2022, or who receive their degree after that date, shall only be eligible for the incentive if they possess a degree in humanities, social sciences (including criminal justice and law enforcement), law (i.e., juris doctor), and/or business, or, if their degree falls outside these categories, upon approval by the Chief of Police. Approval will not be unreasonably withheld provided the degree is relevant and/or related to the job functions of the position. If an officer is dissatisfied with the Chief’s determination, they have the right to appeal that decision to the Select Board within 30 days of receiving formal notice from the Chief.

Effective July 1, 2024, this benefit shall be paid through a biweekly payment as a calculation of each member’s base pay, rather than a biannual payment. The education incentive shall be considered part of base pay for the calculation of overtime.

B. Dispatchers shall be eligible to receive educational incentives to be paid biannually in June and December, equivalent to the following amounts:

Associate Degree	\$1,000 (\$500 twice per year)
Bachelor’s Degree	\$2,250 (\$1,125 twice per year)
Master’s or Law Degree	\$3,000 (\$1,500 twice per year)

5. Section 20 – Holidays: Adopt the newest Federal holiday, “Juneteenth,” observed on June 19 each year, to be added to the list of holidays in Section 20 of the contract. This holiday shall be granted on a calendar year basis as opposed to fiscal year, permitting all bargaining unit members to carry over this holiday between fiscal years.

6. Section 15 – Vacations:

- a. Add the following sentence to paragraph number 5: “Years of service for the purposes of calculating vacation time shall be based on the date of graduation from Full Time Basic Academy or any MPTC approved academy, provided, however, that the internal seniority system is retained for sector bidding, OIC selection, shift bidding, priority for time off requests and desk (dispatch) coverage.”

7. Section 16 – Longevity: Amend the language of subsection 4 to read as follows:

For the purpose of administering the longevity payment, ~~the term “service”~~ **years of service shall be based on the date of graduation from Full Time Basic Academy or any MPTC approved academy, provided, however, that the internal seniority system is retained for sector bidding, OIC selection, shift bidding, priority for time off requests and desk (dispatch) coverage. Service** shall not include the period of time an employee is under suspension within the meaning of General Laws, Chapter 31, or the period of time an employee is on a leave of absence without pay, with or without permission. [Retain last sentence of subsection 4 starting “It is the intention ...”]

8. Add a New Section – Military Leave: Add a new section with the following language:

Members of the department who are active or reserve military shall be granted leave without loss of pay, not to exceed fourteen (14) days per year, for required military training and other approved military purposes. In order to exercise this leave, current military orders must be presented to and accepted by the Chief. In order to be accepted, said orders must be authentic and may not be manipulated or altered from their original form upon presentation to the Chief. Employees with flexibility related to scheduling his/her military schedule shall consult with the Chief when planning military leave so that they may schedule the same in a manner that causes the least amount of disruption to the Department.

9. Section 7 – Funeral Leave: Amend the language to read as follows:

Each permanent employee in the bargaining unit shall be granted leave without loss of pay for the purpose of grieving, making arrangements for services, and/or attending the funeral of a member of his/her immediate family. Such leave shall be for not more than three (3) days. For the purpose of this leave, the term “immediate family” shall mean the following: the mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, or grandparent of the employee. Step family members of the foregoing list shall also be covered.

10. Add a New Section – Residency: Add a new section with the following language:

Members must reside within the Commonwealth of Massachusetts or, if not residing within Massachusetts, they must reside within twenty (20) miles of the Town of Medfield.

11. Removal from Civil Service:

- a. The Town acknowledges that the intent of this proposal is to expand the hiring pool for all present and future vacant bargainin unit positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoff, discipline, and seniority.
- b. The Town further acknowledges that employees who currently enjoy permanent civil service status pursuant to G.L. c. 31, shall retain all statutory rights.
- c. Wherever there is a reference to General Laws Ch. 31 or Civil Service said references shall be modified in the CBA, where appropriate.
- d. Seniority for Rank/Shifts Language created.
- e. Specialty positions will remain at discretion of Police Chief.
- f. The Union agrees to publicly and privately support removal from Civil Service preceeding and during any and all formal steps of the removal process, including Town Meeting and/or ballot question regarding same. The Union will not disparage, nor work against, the Department's removal from Civil Service; provided, however, that nothing in this paragraph shall prevent officers from explaining the facts of removal from civil service to an interested party, as long as such explanation is objective or supportive in nature. The Union shall provide a statement in support of removal for civil service to be utilized at Town Meeting and/or any other step of the removal process and which may be posted by the Union on any platform of its choosing. There shall be no other affirmative obligation for any Union member to speak in favor of removal from Civil Service, whether in their public or private conversations.
- g. The parties acknowledge that the collective bargaining language regarding removal from Civil Service will be agreed upon and included in a separate document, attached hereto as Exhibit A and incorporated by reference.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this _____ day of March, 2023.

Board of Selectmen of the Town of Medfield:

Medfield Police League:

Scott Amery

Alicia D Wal

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Ela H May

Michelle Mangano

Dated: 3-21-23

Dated: 3|10|23

EXHIBIT A

- I. Language to be added as a new section of the CBA:

Section 28. Removal from Civil Service

The parties agree to sponsor and support the expeditious approval of the Town's revocation of its prior acceptance of MGL Chapter 31 as it relates to the Medfield Police Department. The effective date of such revocation shall be the date that the revocation is legally accomplished at Town Meeting and any necessary ballot question.

1. Effect of Revocation.

The revocation of the Civil Service statute shall not affect any civil service rights which have come into existence between the Town and any employee as a result of the original acceptance of such law. All employees formerly covered by Civil Service retain those rights after revocation and will be legaced at their current rank.

2. Seniority.

- a. For employees appointed before the removal of the Department from Civil Service, the Civil Service definition of seniority shall continue to apply for purposes of layoffs, recall, demotions, and other contractual purposes, except as may be provided otherwise in specific language in the parties' collective bargaining agreement (CBA) and/or any relevant agreements between the parties.
- b. For employees appointed after the removal of the Department from Civil Service, the parties agree to utilize overall length of service as determined by creditable service pursuant to M.G.L. c. 32.
- c. Seniority for sector bidding, OIC selection, vehicle assignment, shift bidding, priority for time off requests, and desk (dispatch) coverage shall be based on the employee's date of employment in the Medfield Police Department.
- d. For those employees who have been promoted to a higher rank, the respective date of promotion to the higher rank will determine that employee's seniority within that rank.

3. Layoff and Recall.

- a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, and inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply.

- b. For employees appointed after the removal of the Department from Civil Service, the term “layoff” means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, notice shall be given to the employee in writing, when able, fourteen (14) days in advance of the contemplated layoff; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees.
- c. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via regular mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) days of mailing of the recall notice of his or her intention to return to the Medfield Police Department. Any person refusing or failing to exercise such recall opportunity within such period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within fourteen (14) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police.
- d. Prior to returning to work, a recalled employee shall be required to undergo a physical examination and a background check. If, based on the results of such examination and background check, the Chief rescinds the offer of recall, (s)he shall provide the employee with a written statement of the reasons for the rescission.
- e. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost, provided that they pay their portion of the cost. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of all Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

4. Promotions.

- a. Promotions are based upon the merits of the candidates and their professional performance, documented disciplinary action, and the promotion process, and never on favoritism nor on seniority alone. A promotion is an investment in the future not only for the department, but also for the employees who will be

supervised and guided by the promoted candidate. This language shall be applicable for any and all promotions for the position of Sergeant.

- b. Promotions are processed under the direction of the Chief of Police or his/her designee. The process shall include:
 - 1) Posting written announcements of any scheduled promotional opportunities at least ninety (90) days in advance;
 - 2) Coordinating with any vendors contracted to participate in the promotion process, in conjunction with a Union representative;
 - 3) Protect the integrity of the promotional process by ensuring that all promotional materials, documents, scores and completed evaluations remain confidential and kept in a secure location. Testing materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized shall be kept in a secure area; and
 - 4) The Chief of Police will maintain copies of active promotion lists for 2 years.
- c. Promotional materials shall be retained in accordance with applicable laws.
- d. Notice of Promotional Opportunity: The Chief of his/her designee shall advise all eligible personnel of an upcoming promotional opportunity no less than ninety (90) days in advance of the test by:
 - 1) Immediately posting the notice in three prominent places, and furnishing a copy to a Union representative for purposes of posting on the Union board if they so choose;
 - 2) Emailing all personnel with notice of the upcoming exam;
 - 3) Sending all officers out sick or injured, or on administrative or other leave, or on active military duty, or otherwise not likely to receive notice, a copy of the exam notice by US mail; and
 - 4) Officers taking the exam who are scheduled to work the day shift of the exam or the midnight shift before the exam will be allowed the shift off without loss of pay for the exam. Officers taking the exam who are scheduled to work the evening shift after the exam will be allowed the shift off without loss of pay for the time spent taking the exam plus one hour for purposes of preparing themselves for the remainder of the shift.

e. Reading List: A reading list of textbooks and other materials will be maintained and available to all personnel. There will be no additions to the reading list less than ninety days (90) prior to an exam. Questions on case law and statutory law will not take into account law changes occurring fewer than ninety days (90) prior to the exam. The material to be tested on will be defined as clearly as possible in the posting and shall be as relevant as possible to the position to be filled. The material may include but not be limited to items such as Massachusetts criminal law and procedure, constitutional law, textbooks, various union contracts, Town and Department policies and procedures and rules and regulations, and Town By-Laws.

f. Eligibility:

- 1) To be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the Department with a minimum of two (2) years of completed service as a full-time police officer, inclusive of any police service outside of the Town of Medfield, as of the date of the exam.
- 2) Lateral transfers to the Medfield Police Department shall lateral at the rank of Officer, regardless of rank previously held in another department, and shall not be eligible for promotion until they have completed the minimum two (2) years of service as set forth in section (f)(1) above; provided, however, that if there are no eligible officers for promotion from within the Medfield Police Department in accordance with section (f)(1) above, then the Town shall be permitted to seek a lateral transfer for the appointment to the rank of Sergeant.

g. Examination Costs: The Town will be responsible for the cost of administering the examination. Candidates taking the exam are responsible for the cost of obtaining all study materials.

h. Promotional Exam: Promotional exams will be given based on the operational needs of the Department but in no event prior to the two-year expiration of any list as established in Section i below.

i. Promotional Lists:

A promotional list will be established after each promotional exam and will remain active for two (2) years or until a new examination is given and a new list established.

In the event the promotional list becomes exhausted before the end of the two (2) year period, the Chief will call for an exam before the expiration of the two (2) years if it appears that a vacancy could be upcoming.

If the Chief decides to fill a vacancy (whether temporary or permanent), the vacancy must be filled from an active promotional list. If there is no active list, the Chief may fill the vacancy temporarily by posting the vacancy and choosing among the applicants. In the event the Chief fills a vacancy without a list, the Chief must give an exam and create a new list as soon as possible. As soon as the new list is created, the position must be filled from the list.

Any employee temporarily promoted will be paid at the pay rate for the promotional position during the time they are in that position.

j. Scoring the Exam:

- 1) The exam will be considered valid for any candidate that achieves a passing score of seventy (70) or higher.
- 2) Passing the exam with a passing score of seventy (70) or higher will admit the candidates to the next phase of the promotion process and their scores shall be considered as one of the factors in promotion.
- 3) If there are less than two (2) candidates willing to take the exam, the exam will be open to the next lower rank to participate.
- 4) **Names and scores of candidates with passing scores will be posted internally.** The candidates' test scores will not be published publicly and will not be shared with third parties. The Chief will notify the candidates in writing of their scores within five (5) business days of the grades being certified. Officers shall, within five (5) business days, be afforded the opportunity to review all of their own test scores and paperwork upon request once grades are certified.

k. Appeal Process:

A candidate may appeal a written exam question in writing to the Chief of Police within five (5) business days of the test scores being released. The appeal should clearly outline the reason for the appeal. The employee shall be advised of the results of the appeal in writing within ten (10) business days of the receipt of the appeal. The Chief shall transmit the appeal to the testing company, whose decision shall be final. If the testing company determines an appeal is valid, the following criteria will be applied:

- No correct answer to the question, all candidates receive credit;
- If there is more than one correct answer to the question, those candidates who chose a correct answer shall receive credit; or
- If a candidate chose neither correct answer, no credit is allowed.

1. Assessment Centers may be used as part of the promotional process to rank of each candidate. The Chief of Police will consult with the Union regarding the selection of a vendor and will consider the Union's input. The name of the vendor shall be published ninety (90) days prior to the Assessment Center. All Assessment Centers shall be audio and video recorded and kept until the expiration of the Promotional list.

- m. Candidate Selection: The Chief of Police shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:

Score on promotional exam (see Section j(1) and (2), above);
Assessment center, if utilized;
Job related experience and education;
Attendance related discipline;
Formal educational record; and
Documented disciplinary action

Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion from the certified list. The Appointing Authority shall provide, in writing, its reasons for bypassing any candidate when requested.

Probationary Period: There will be a probationary period of six (6) months for all new promotional appointments. Candidates removed during their probationary period will be returned to their former position. Candidates may be removed during their probationary period for any reason provided it is not prohibited by law. After the six-month probationary period has ended, employees may only be demoted with just cause. Any employee demoted after the six-month probationary period may appeal that demotion pursuant to the grievance and arbitration procedure in the collective bargaining agreement. The demoted employee shall be provided an explanation from the Chief, in writing, of the reasons for demotion and recommendations on how the employee could have performed differently.

Consequence of Demotion: Any employee who is demoted will retain his or her original seniority date and be demoted to previous Civil Service rank or non-Civil Service position.

- n. Any out of state lateral transfers shall meet all the standards for the Petition for Exemption that is required by the Municipal Police Training Committee.

II. Language to be integrated into existing contractual provisions:

Appendix **Section 13: Disciplinary Action.**

Delete paragraph 1 and replace with:

No regular permanent employee in the bargaining unit shall be disciplined or discharged without just cause.

For those employees who remain covered by Civil Service, all rights relative to discipline under Civil Service remain intact unless the employee in question is promoted or Civil Service becomes defunct. They may elect to utilize the contractual grievance and arbitration procedure, as long as they agree in writing to waive their right to challenge the discipline at the Civil Service Commission.

Employees hired after the revocation of Civil Service will have the right to appeal discipline through the Grievance and Arbitration Procedure in the collective bargaining agreement.

Employees who elect to have counsel at an investigatory interview or grievance proceeding may do so.

Paragraph 2 remains the same.