

MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF WAYLAND
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC., LOCAL 176
June 2018

WHEREAS, the Town of Wayland (the “Town”) and New England Benevolent Association, Inc., Local 176 (the “Union”) bargained collectively for a new collective bargaining agreement for the period July 1, 2017 through June 30, 2020;

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

WHEREAS, this agreement is subject to approval at Town Meeting;

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 and approvals;

1. Article 6 – Hours of Work and Overtime (p. 5)

Amend Section 6-2 by inserting a new subsection c) with the following language:

“A Detective or Specialist may opt to adjust a daily work schedule, and work an alternative set of hours, provided the Detective or Specialist gives 48 hours written notice and receives the approval of the Police Chief or designee. The alternate hours must fall between 7 am and 11 pm. Any Detective or Specialist who adjusts their schedule shall be put at the bottom of the list for overtime opportunities or details within the same day that the work hours were adjusted.”

Delete the language of Section 6-4 and replace with the following:

“Employees shall not be required to suspend regular hours to absorb overtime except as provided for in this agreement, or in cases of assigned training in lieu of working a shift.”

2. Article 7 – Salaries (p. 8)

Amend Section 7-1 by adding:

“Effective July 1, 2017 2.00%”

“Effective July 1, 2018 2.25%”

“Effective July 1, 2019 2.25%”

Delete the language of Section 7-10 and replace with the following:

“Employees will be paid on a bi-weekly basis and all employees will receive their pay via direct deposit. Pay advices will be distributed to employees electronically.”

3. Article 9 – Longevity Pay (p. 12)

Delete the article.

4. Article 8 – Court Time and Private Details (p. 10)

Amend Section 8-2(d) by replacing:

“April 1, 2014” with “within 60 days after ratification”; and
“\$50” to \$55” and “\$55” to “\$60”.

Deleting the second sentence in its entirety.

Amend Section 8-2(e) by:

Deleting the last sentence.

Adding the following language at the end of section (e):

“For any hours worked over eight (8) the officer shall be paid for a minimum of twelve (12) hours. For any hours worked over twelve (12) the officer shall be paid at the hourly rate on a per hour basis.”

Amend Section 8-2(f) by:

Adding the following language at the end of section (f):

“Holidays listed shall be from 12:01 midnight to 11:59 pm (i.e. Christmas Day shall be defined as 12:01 on December 25th until 11:59 pm on December 25th).

The rate specified in this section (f) shall only be applicable to hours worked during the actual holiday (i.e. if a shift extends beyond the defined holiday hours such hours shall not be compensated at the holiday rate, but shall be compensated at the rate defined in section (d).”

Amend Section 8-3(a) by:

Replacing:

“as established in Article 8, Section (2d),” with “of \$50 per hour and the private detail rate for Sundays and holidays shall be increased to \$55 per hour (excluding the day after Thanksgiving)”

Adding the following language before the last sentence:

“Details worked between 11:00pm and 7:00am shall be paid at the holiday rate, and details worked in excess of 8 hours shall be paid at \$75 for all hours worked in excess of 8 hours.”

5. Article 14 – Group Insurance (p. 16)

Delete the language of Section 14-1 and replace with the following:

“The Town offers the health plans and contribution rates as identified in the Section 19 Agreement between the Town of Wayland and the Wayland School and Town unions dated September 26, 2016, effective January 1, 2017 and continuing through June 30, 2019. The Section 19 agreement may be amended as agreed upon by the parties to the Agreement.

Effective July 1, 2019, unless superseded by a subsequent agreement, the Town’s premium contribution towards the Benchmark Plans shall be 74% for individual plans and 64% for family plans. The Town’s contribution towards a PPO or POS plan shall be 50%.

6. Article 29 - Duration of Agreement (p. 30)

Amend Section 29-1 by replacing:

“July 1, 2014” with “July 1, 2017”

“June 30, 2017” with “June 30, 2020”

“April 1, 2017” with “April 1, 2020”

7. Appendix B – Health Insurance Waiver Program Guidelines (p. 32)

Replace “July 1, 2013 – June 30, 2016” with “July 1, 2016 – June 30, 2019”

8. Article 19 – Maternity Leave (pg. 22)

Amend Article 19 by replacing the title “Maternity Leave” with the title “Parental Leave”.

Delete the language of Section 19-1 and replace with the following:

“The employee shall notify the Chief of Police and Human Resources Director of their need for leave as soon as practicable, but no less than thirty (30) days prior to the anticipated date of departure for FMLA or two (2) weeks prior to anticipated date of departure for Massachusetts Parental Leave. The employee will submit a request for Parental/FMLA leave, which includes a statement of the employee's intention to return to their position as well as a doctor's statement with, an expected date of delivery. Eligibility for leave will be assessed in accordance with the provisions of FMLA or Parental Leave and any leave approved may be subject to the provisions of both acts.”

Delete Section 19-2.

Amend Section 19-4 by replacing “unpaid maternity” with “approved paid or unpaid Parental/FMLA leave”.

Amend Section 19-5 by replacing “maternity” with “approved paid or unpaid Parental/FMLA leave”.

Amend Section 19-6 by replacing “An officer on maternity leave, who returns to her employment within eight (8) weeks of the birth,” with “Upon return to work (within eight (8) weeks - Parental; twelve (12) weeks - FMLA, if eligible) the employee”.

Delete the language of Section 19-7 and replace with the following: “This section intentionally left blank.”

9. Article 12 - Uniform Stipend (pg. 15)

Delete the language of Section 12-1 and replace with the following:

“Upon successful completion of the Police Academy, the Town agrees to provide all newly hired officers all needed equipment and uniform at Town expense, as determined by the Chief of Police. Effective July 1, 2019, the uniform and cleaning allowance for officers thereafter shall be \$900 per annum. Employees must purchase their uniform and equipment at a vendor approved by the Chief of Police, and submit their receipt(s) to the Chief of Police, or his designee for reimbursement. Any funds not spent by June 30 of the previous year will be forfeited by the employee.”

10. New Appendix E - Residence Requirement

Insert a new Appendix titled “Appendix E – Residence Requirement” with the following language:

“All Officers covered by this agreement shall reside within twenty-five (25) miles of the limits of the Town of Wayland and within the Commonwealth of Massachusetts. Said distance, within the Commonwealth, shall be measured from the closest border limits of Wayland to the closest border limits of the city or town in which said member resides.”

This Agreement is subject to Union Ratification, approval by the Board of Selectmen and appropriation by Town Meeting.

Agreed to on this 19 day of June, 2018 by the Negotiating Teams for:

Town of Wayland





New England Police Benevolent Association
Local 176






