MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF MEDFIELD AND
THE MEDFIELD POLICE LEAGUE, MCOP LOCAL 257

WHEREAS, the Town of Medfield ("Town") is a municipal corporation organized under the laws of the Commonwealth of Massachusetts with an address of 459 Main Street, Medfield, Massachusetts 02052;

WHEREAS, the Medfield Police League, MassCOP Local 257 ("Union") is the exclusive bargaining representative pursuant to G.L. c. 150E, for certain patrol officers, superior officers and civilian dispatchers employed by the Medfield Police Department ("Department");

WHEREAS, In light of the current staffing levels of the Department, the Town and Union ("Parties") wish to offer an alternative shift assignment structure, as detailed herein;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree to the following:

1. Alternative Shift Schedule: The Town agrees to offer the following alternative shift schedule, as described below, on a temporary basis for a period of six (6) months from the execution of this Agreement. At the end of the six (6) month trial period, the new alternative shift shall cease to exist unless, however, the Parties jointly agree to extend the trial period or codify the alternative schedule into the Parties' collective bargaining agreement. The Parties agree that the trial period shall run from October 30, 2022 to April 29, 2023. All terms of this agreement thus expire at the expiration of April 29, 2023 unless extended by mutual agreement in writing.

   Twelve (12) hour shifts: 11:00AM-11:00PM or 7:00PM-7:00AM; at least three (3) officers assigned to each of the two (2) new alternative shifts. The shift rotation would be two (2) days on, followed by two (2) days off. Officers ultimately assigned to a twelve (12) hour shift will only be ordered in for more than an additional four (4) hours, amounting to a maximum shift length of sixteen (16) hours total. The alternative shifts shall be filled via shift bid based on the principles of seniority

   In the event that at least six (6) officers do not sign up for the new alternative shifts, this agreement shall be rendered null and void and all terms herein shall cease, including the payment of any compensation owed hereunder. In such an event, the Department would revert to the current shift schedule (eight (8) hour shifts; four (4) days on followed by two (2) days off).

   If the new alternative shifts are adequately staffed (three (3) officers on each of the two (2) shifts) and additional officers show interest and actually request placement on the same, the Department will add the additional officers to the 7:00PM-7:00AM shift first before the Department expands the 11:00AM-11:00PM shift.

2. Compensation for Officers Assigned to Alternative Shift: All those officers who bid for and are assigned to an alternative shift shall receive the following:

    a. A one (1) time, lump sum payment of $2,000, less applicable withholdings. Said payment shall be made within the first pay period following the start of the trial period.

    b. The alternative twelve (12) hour shift amounts to a weekly increase in average hours worked from 37.38 to 42 hours. As such, the officers assigned to the alternative shift shall receive compensation commensurate with their increase in weekly hours worked.

    c. Each officer assigned to the alternative shift shall receive one-half (½) the maximum annual stipend incentive for officers assigned to the Safety Officer specialty assignment, pursuant to Section 2(a) of the collective bargaining period between the Parties.

    d. Paid Time Off (including vacation and sick leave) shall accrue commensurate with the increased hours each pay period due to the increased shift length.

    e. Officers who bid for and are assigned to the 7:00PM-7:00AM shift shall receive a night differential of $11 per shift actually worked.

3. Overtime for Midnight Shifts: Officers who work midnight overtime, taken on a voluntary basis, shall receive premium pay at two (2) times said officer's base pay for said overtime hours worked. This benefit shall only be applicable during the trial period and shall not continue beyond the same, except by mutual written agreement of the Parties.

4. Holiday Leave Incentive: Regardless of shift assignment, officers who receive pay, rather than time off, for holidays that occur during the six (6) month trial period shall receive one-and-one-half (1.5) times said officer's base pay for all hours paid for said holidays. This benefit shall only be applicable during the trial period and shall not continue beyond the same, except by mutual written agreement of the Parties.

5. Sick Leave Incentive: During the pendency of the above-referenced trial period, all officers, regardless of assigned shift, shall receive eight (8) hours of straight pay for each forty-five (45) calendar day period that the officer does not utilize sick leave. This incentive shall not continue beyond the trial period, unless agreed to by the Parties.

6. Union's Waiver of Claims/Release of Liability: The Union hereby releases and forever discharges the Town, their agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees") for all claims or causes of actions regarding the establishment of the above-referenced twelve (12) hour alternative shifts, including any claims under the collective bargaining agreement, G.L. c. 150E and any and all other claims or causes of action related to the same.

7. Knowing and Voluntary; Review by Counsel: The Parties each agree and acknowledge that they have carefully read and fully understand all of the provisions of this Agreement, and that they are entering into this Agreement knowingly and voluntarily. The Parties further each agree that they have had the opportunity to review and discuss this Agreement with counsel, and that, to the extent that they desired to do so, they have done so without interference prior to executing this Agreement.

8. Interpretation and Enforcement of Agreement: This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and may be enforced only in and by the courts located in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over this matter.

9. Severability: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.

10. Completeness of Agreement; Integration: This Agreement, executed in triplicate and each copy of which shall be considered an original, contains all of the terms and conditions agreed upon by the Parties with reference to the subject matters contained herein. Except as set forth herein, no other agreement, oral or otherwise, will be considered to exist or to bind any of the Parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and any of the Parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be supplemented, rescinded, waived, modified or amended, except by a written instrument signed by all Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

For the Town of Medfield:

Gustave H. Murby, Board of Selectmen	Date
Osler Peterson, Board of Selectmen	Date
Eileen Murphy, Board of Selectmen	Date
Michelle Guerette, Chief of Police	10-19-22 Date

For the Union:

Alicia Walsh	10/19/22 Date