

TOWN COUNCIL MEETING

Monday, April 27, 2026 at 6:00 PM

Town Hall - Chapin Hall- Second Floor-41 South Main Street
Randolph, MA 02368

AGENDA

This is a hybrid meeting. The public is invited to attend this meeting in person or remotely, by telephone or computer access. This meeting is being posted pursuant to the state statute authorizing temporary remote participation as described here:<https://www.randolphma.gov/DocumentCenter/View/1864/remotemeetings23>

Join Zoom Meeting: <https://us02web.zoom.us/j/86495385600>

Or One tap mobile: +13017158592, 86495385600#

Or Dial: +1 301 715 8592 Webinar ID: 864 9538 5600

Please note that this Town Council Meeting will be video and audio recorded and will be broadcast, including over local cable and the internet. Any person, upon entering a council meeting or hearing for any purpose, including the purpose of participating, viewing, listening or testifying, grants permission to the Town Council to record and televise or otherwise publish their presence and testimony. Public comments shall only be provided in person and shall not be provided remotely.

A. Call to Order - Roll Call - Pledge of Allegiance

B. Moment of Silent Prayer

C. Approval of Minutes

- [1.](#) Approval of Meeting Minutes from April 13, 2026

D. Announcements from the President

E. Presentations

F. Public Hearings

G. Public Comments/Discussions

Public comments shall only be provided in person and shall not be provided remotely.

H. Proclamations

- RHS Color Guards

I. Appointments

- 1.** Review of Randolph Republican Town Committee (RDTC) Submission of Members for Consideration to Serve on the Board of Registrars and Appointment of Registrars
- 2.** Appointment of Nina Smith to the Disability Commission

J. Motions, Orders, and Resolutions

- 1.** Resolution 2026-003: Budget Resolution on the Will of the Council on the DPW Budget (Referred back from Resolutions and Proclamations Subcommittee on April 22, 2026)
- 2.** Resolution 2026-004: Budget Resolution on the Will of the Council on the RICC Budget (Referred back from Resolutions and Proclamations Subcommittee on April 22, 2026)

K. Old/Unfinished Business

- 1.** Council Order 2026-017: Amendment To Town Council Rules Section 27 Pertaining to Public Comments/Discussion and Public Hearings (Refer back from Zoning and Ordinance Committee on March 24, 2026)

L. New Business

- 1.** Council Order 2026-030: Authorization and Approval for New Successor Collective Bargaining Agreement Between The Town of Randolph, Massachusetts and New England Police Benevolent Association, Inc., Local 18 (Patrol Officers) (“Union”)
- 2.** Council Order 2026-031: Authorization and Approval For New Successor Collective Bargaining Agreement By and Between The Town of Randolph, Massachusetts and New England Police Benevolent Association, Inc., Local 34 (“Superior Officers’ Union”)
- 3.** Council Order 2026-032: Transfer of General Fund Free Cash for Emergency Mechanical Repairs at Stetson Hall (Same Night Action)
- 4.** Council Order 2026-033: Transfer of General Fund Free Cash to Fund Financial Consultants (CLA) (Same Night Action)

M. Town Manager’s Report

- 1.** Budget Update/Schedule

N. Correspondence

O. Committee Reports

P. Open Council Comments

Q. Adjournment

Notification of Upcoming Meeting Dates

May 4, 11 and 18- May 11 is Joint with the School Committee

June 8 and 22

July 13 and 27

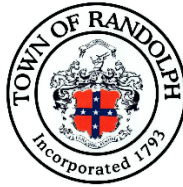
August 10 and 24- August 10 Regular Meeting and Joint with the School Committee

September 14 and 28

October 5 and 19

November 2 and 23

December 7- Regular Meeting and Joint with the School Committee



Randolph Town Council

DRAFT Meeting Minutes

Meeting Date: Monday, April 13, 2026, at 6:00 p.m.

Randolph Town Hall-Chapin Hall 2nd Floor

This is a hybrid meeting. The Public is invited to attend this meeting in person or remotely, by telephone or computer access.

Call to Order: Council President Ryan Egan called the meeting to order.

Roll Call – Council Members Present: Christos Alexopoulos (In-Person), Richard Brewer (In-Person), James F. Burgess Jr. (In-Person), Natacha Clerger (In-Person), Ryan Egan (In-Person), Jesse Gordon (Via Zoom), Katrina Huff-Larmond (In-Person), Kevin O’Connell (Via Zoom), Brandon Thompson (Via Zoom)

Pledge of Allegiance: Pledge of Allegiance led by Councilor Alexopoulos.

Moment of Silent Prayer: Moment of Silent Prayer was held for elected official Nancy Metayer of Coral Springs who was murdered. A Moment of Silent Prayer held for Judy Gangel and Tom Fisher who were active members of the community for many years.

Approval of Meeting Minutes

Motion: Motion to approve the minutes of the Town Council meeting minutes of March 23, 2026 made by Councilor Clerger, seconded by Vice President Brewer.

Roll Call Vote: 8-0-0 (Absent at Vote: Gordon)

Motion passes.

Announcements from the President:

- 1. A Contract Negotiation Subcommittee was formed to negotiate with the Town Manager. This subcommittee will consist of Christos Alexopoulos, Richard Brewer and Natacha Clerger.

Presentations:

- 1. Boston Higashi School- Paul Fanning and Janelle Palleschi were present from the School
 - a. Paul started with an introduction to the school and where they are located. Currently there are 185 students enrolled and about 300 staff members. Paul mentioned that they are looking for help with traffic and signage around the area.
 - b. Janelle stated out of the 185 students, about 80% are non verbal or minimally verbal. She stated that some of the students have challenges with safety awareness. We have to teach them about safety in the community which can be challenging given the busy road. Janelle would love to have signage posted in the area to help make drivers aware of the students. Safety is the priority.

- c. Janelle also said that if a child does run off a teacher will run after this. She wanted to create awareness for the neighborhoods around the school in case they see one of these encounters.
- d. Janelle welcomed the community to visit and learn about our school. The goal for these students is to be members of the community after graduation.
- e. Councilor Burgess asked if there are any suggestions on signage? Janelle stated they are still working on the verbiage of what they would like on the sign.
- f. Vice President Brewer mentioned the use of the electronic signage boards.
- g. Councilor Gordon asked about a trail connecting the back of the Higashi property to Powers Farm. Councilor Gordon;s reasoning is for pedestrian access for increased parking. Paul mentioned that this discussion happened a few years ago and he would like to have a gate for the trail. Councilor Gordon will follow up on this idea.
- h. Councilor Clerger asked about other ideas for the safety of the students? Janelle stated the back of the property is secure, the challenge is the front of the property (driveways). Paul also mentioned the students who have a history of running, wear a bracelet monitoring device.
- i. Councilor Huff-Larmond appreciates the school reaching out to find ways to keep our community safe. Councilor Huff-Larmond agrees that they should give us an idea of language for the signage.
- j. Councilor Alexopoulos asked about how often this happens. Janelle stated that the potential is there daily but it happens rarely. Councilor Alexopoulos asked if they had reached out to the Randolph Police or the Sheriff's office. Janelle stated that the Town Safety Officer has been very supportive.
- k. Town Planner Michelle Tyler stated that she did reach out to the State and Safety Officer Ryan as well in regard to this concern. Town Planner Tyler stated that the trail was discussed previously however, there are wetlands back there.
- l. Councilor Thompson asked about a CEP for the Higashi School.
- m. Councilor O'Connell is supportive of the Higashi school, adding they do great things for our community.
- n. President Egan thanked the members from the school for coming tonight.

Public Hearings:

- 1. 6:15- Special Permit for 86/92 Union Street
 - a. This is a continuation of a Public Hearing for a Special Permit at 86/92 Union Street. The applicant has requested a continuation for May 4th. The applicant is working on new plans which take the Town and Resident concerns into consideration.

Motion: Councilor Burgess motioned to continue the Public Hearing until May 18th and refer the applicant back to the Planning Department. This motion was seconded by Councilor Clerger.

Roll Call Vote: 9-0-0

Motion passes.

- 2. 6:15- Council Order 2026-023: Acceptance of Autumn Lane and E.J. Foley Circle as a Municipal Public Way in the Town of Randolph
 - a. Council President Egan opened the Public Hearing and invited the Applicant to speak.
 - b. Micheal Khoury and Maya Cordeiro attended the meeting via Zoom on behalf of the applicant; Autumn Estates, LLC. These roads are being donated under the Subdivision Control Process. Mr. Khoury did state that E.J. Foley had a name change and a 5B affidavit was submitted to the Town.

- c. Council President Egan invited the public to speak. Seeing no Public Comments, President Egan closed the Public Hearing. Councilors were then invited to speak.
- d. Councilor Burgess asked if there was a letter of recommendation from the Planning Department. Town Planner Tyler stated these roads have been signed off by the Planning Board about 2 years ago.

Motion: Councilor Burgess moved to approve Council Order 2026-023 as written, seconded by Councilor Gordon.

Roll Call Vote: 7-0-0 (Absent at Vote: Clerger and Huff-Larmond)

Motion passes.

Public Comments

Council President Egan opened the public comments portion of the public hearing.

- 1. Cyril S. Ubiem, Igbo President: Inviting the Town to their Igbo Event. Hoping to use the ice Rink for parking this year.
- 2. Ray Pike, Liberty St: Spoke on the MultiColor puzzle piece that could be used for the signage the Higashi school is requesting.
- 3. Allison, 22 Kimberly Lane: shared concerns of an unkept property that abutters her house. President Egan requested that she share contact information with staff.
- 4. Sandi Cohen, 63 Bittersweet Lane: Shared the fundraising event for the Randolph Foundation for Education on April 29 at 574 Washington St in Easton. The fundraising’s main purpose is new outfits and equipment.

There were no more public comments. The public comments portion of the public hearing was closed. The Councilors were invited to comment or ask questions on the special permit application.

Proclamations:

- 1. Motorcycle Safety Awareness
 - a. The Proclamation was read into the record by the Council Clerk. This proclamation was signed by all nine of the Council Members.
 - b. Councilor Alexopoulos introduced the reason behind the Proclamation, which is to ensure safety of the riders and public awareness that motorcycles are out for the season.
 - c. Ray Pike and Jack Daniels were present to accept the proclamation. Ray thanked the Council for their support. Ray stated instead of doing a month proclamation, he requested they change it to May through October.

Motion: Council President Egan motioned to accept the proclamation for Motorcycle Safety Awareness, seconded by Councilor Clerger.

Roll Call Vote: 9-0-0

Motion passes.

Appointments: None

Motions, Orders, and Resolutions:

1. Resolution 2026-003: Budget Resolution on the Will of the Council on the DPW Budget
 - a. Helps with signage and cleaning up litter around the parks in town
2. Resolution 2026-004: Budget Resolution on the Will of the Council on the RICC Budget
 - a. Expands the hours at the RICC beyond the 8PM closing time
3. Resolution 2026-005: Budget Resolution on the Will of the Council on the RPA Budget
 - a. Councilor Gordon states it should say “RRA”
 - b. Allocate funding for the Randolph Redevelopment Authority.
4. Resolution 2026-006: Resolution and Letter of Support on the Master Plan and OSRP
 - a. This Resolution would create a letter of support to use CPC funds for the Master Plan and Open Space Recreating Plan
5. Resolution 2026-007: Capital Budget Resolution on the Will of the Council on Street Paving
 - a. This Resolution would request the paving budget stay at 4 million dollars.

Councilor Gordon stated these resolutions are budget related and will help guide and direct the Town Manager to include items the Council would like to see funded.

All Resolutions were referred to the Proclamation and Resolutions Subcommittee meeting on April 14, 2026.

Old/Unfinished Business:

1. Council Order 2026-017: Amendment To Town Council Rules Section 27 Pertaining to Public Comments/Discussion and Public Hearings
 - a. Councilor Gordon spoke on the Council Order which is related to the Public Comments topic on the agenda.
 - b. Councilor Huff-Larmond mentions that the subcommittee mentioned no back and forth due during the Town Council meeting but there was more of an appetite to have back and forth during the subcommittee meetings. She then suggested that the Town and the Councilors do better with communicating with the residents who have questions and comments.

Motion: Councilor Burgess moved to continue Council Order 2026-017, this motion was seconded by Councilor Alexopoulos.

Roll Call Vote: 9-0-0

Motion passes.

- c. Council Huff-Larmond and Councilor Gordon asked about the reasoning behind the continuance.
 - d. Councilor Alexopoulos requested a red line version of the Council Rules.
 - e. Councilor Gordon is ok with postponing the topic for two weeks and allowing a red line version to be drafted.
2. Council Order 2026-018: Amendment To Town Council Rules Section 13 Pertaining to Order of Business and Agenda
 - a. President Egan stated that this was referred back from the Zoning and Ordinance Subcommittee. Councilor Gordon says that this order handles the written communication that comes to and from the council. Councilor Gordon says the Town Council Clerk has been following these guidelines so this order would codify that.
 - b. Councilor Burgess gave an overview of the recommendations from the Zoning and Ordinance Subcommittee and read the proposed language.
 - c. Councilor O’Connell states that he does not agree with this due to the agenda meetings being held on Thursday afternoon.
 - d. Councilor Alexopoulos asked why are we trying to pass this Council Order if it is already being

done by staff? Councilor Gordon stated that in the past it was not being done and he would like to make sure that it codified in the rules.

- e. President Egan does not support this due to agenda items being handed in up until Monday. President Egan also mentioned that documents and presentations from other sources do not always come in a text searchable file.
- f. Town Manager Howard reiterated that not everything is text searchable that comes to the Council. He recommends adding “If practical” or “If applicable” to the Council Order. Town Manager Howard also mentioned that he wished to see flexibility in the physical copies citing tonight's agenda packet is 138 pages.
- g. Councilor Alexopoulos would like to send this back to the subcommittee to have those concerns addressed.

Motion: Councilor Alexopoulos motioned to refer Council Order 2026-018 back to the Zoning and Ordinance Subcommittee. This motion was seconded by Vice President Brewer.

Roll Call Vote: 9-0-0

Motion passes.

New Business:

1. Council Order 2026-024: Authorization By The Randolph Town Council To Petition The General Court To Enact Special Legislation To Amend The Charter Of The Town Of Randolph Regarding Filling of Vacancies, Running for Multiple Offices, Term of Office for Stetson Trustees and Three Month Prohibition on Work for the Town After Service in Elected Office
 - a. Council President mentions this request is for the Council to submit documentation to the State Legislature for the filling vacancies on elected boards/committees, running for multiple offices at the same time would not be allowed, term in office at Stetson Hall and a three month prohibition on working for the town after serving in an elected position for Randolph.
 - b. Town Attorney Griffin provided clarification on the Stetson Trustees language in the charter that is being proposed. The charter currently reads that they have staggered terms; this change would have every Stetson Trustee up for election/re-election at the same time.
 - c. Councilor Huff-Larmond would like to strike section 2 which focuses on running for multiple offices at the same time.
 - d. Councilor Gordon is in favor of Councilor Huff-Larmond's recommendation to remove section two.
 - e. Councilor O’Connell is in support of the Council Order as a whole, without striking any sections.

Motion: Councilor Huff-Larmond motioned to strike section 2 in entirety, seconded by Councilor Gordon.

Roll Call Vote: 2-7-0 (Yays: Gordon and Huff-Larmond; Nays: Alexopoulos, Brewer, Burgess, Clerger, Egan, O’Connell, Thompson)

Motion fails.

- f. Councilor Thompson is in agreement with restricting running for multiple offices as well.
- g. Councilor Huff-Larmond repeated that she is in support of all other sections in this document other than section two.

Motion: Councilor O’Connell moved to approve Council Order 2026-024 as written, seconded by Councilor Burgess.

Roll Call Vote: 7-2-0 (Yays: Alexopoulos, Brewer, Burgess, Clerger, Egan, O’Connell, Thompson; Nays: Gordon and Huff-Larmond)

Motion passes.

- 2. Council Order 2026-025: Transfer of General Fund Free Cash to Create Town Technology Infrastructure Fund
 - a. Town Manager Howard stated at the last Town Council Meeting the Council voted funds to replace the server at the RICC. Since the vote was taken the cost has increased further. This fund would be used in those instances where the equipment or job was voted on but there is an increase once performed/purchase.

Motion: Councilor Alexopoulos moved to approve Council Order 2026-025, seconded by Councilor Burgess.
Roll Call Vote: 9-0-0

Motion passes.

- 3. Council Order 2026-026: Transfer from Water Retained Earnings to Water Overtime
 - a. Town Manager Howard states these funds would be used for unidirectional flushing, which is done in the spring time.
 - b. Councilor Huff-Larmond has heard about the water issues in Bridgewater and Randolph's wonderful efforts were highlighted and noticed
 - c. Councilor Alexopoulos asked Town Manager Howard to repeat the timeline for the new water treatment plant.
 - i. The Water Treatment Plant will turn on around the end of May. As it starts working we will be monitoring the plant to ensure it is operating as planned. It will then transition to deliver water to all three communities. During this time both plants will be operational. The DEP decides when a plant can be taken out of commission.

Motion: Councilor Alexopoulos moved to approve Council Order 2026-026, seconded by Councilor Burgess.
Roll Call Vote: 9-0-0

Motion passes.

- 4. Council Order 2026-027: Transfer from Free Cash to Highway Overtime
 - a. Town Manager Howard states these funds will be used to replenish the overtime that has been used as well as spending for spring clean up. Town Manager Howard stated that we had a hard winter and these funds would help with brush clean up and future planting.
 - b. President Egan had reservations on this Council Order since the funds will be coming from free cash. Councilor Egan says the DPW does great work and is in agreement with spring clean up. President Egan would like to see plans, if the money is being given up front so that the council can ensure that work is done.
 - c. Town Manager Howard says this money would cover the current deficit and the projection of funds needed to complete the fiscal year. If there are any funds left at the end of the fiscal year, they would then come back to the town as free cash.
 - d. Councilor Huff-Larmond asked if any money is being used for paving? Town Manager Howard says that these funds would be used to police details when needed which could include roadwork. Town Manager Howard says most funds for paving are coming from the state and Capital.

Motion: Councilor Gordon moved to approve Council Order 2026-027, seconded by Councilor Alexopoulos.

Roll Call Vote: 8-1-0 (Alexopoulos, Brewer, Burgess, Clerger, Gordon, Huff-Larmond, O’Connell, Thompson;
Nays: Egan)

Motion passes.

- 5. Council Order 2026-028: Transfer of Free Cash for Fire Department Expenses to Purchase and Replace Automated External Defibrillators (AED’S)
 - a. Town Manager Howard stated these funds would be used to purchase and replace the AED’s that were purchased about 10 years ago. These are coming up on their end of life and need replacement. These funds will replenish the AED’s that are used by the fire department and in the vehicles.

Motion: Councilor Alexopoulos moved to approve Council Order 2026-028 as written, seconded by Vice President Brewer.

Roll Call Vote: 9-0-0

Motion passes.

- 6. Council Order 2026-029: Transfer of Free Cash to Support Town Summer Intern Program
 - a. Town Manager Howard states this Council Order is requesting to use Free Cash to support the Summer Intern Program. These local students would be paired with departments in town to learn about how the community operates. In previous years we were able to use ARPA funds.
 - b. Councilor Huff-Larmond states the students enjoy these internships and shared some success stories with previous students.
 - c. Vice President Brewer thanked Councilor Huff-Larmond for their involvement with the program.
 - d. Councilor Thompson asked how many interns this gets us. Town Attorney Griffin and Councilor Huff-Larmond believe it is between 17-24 interns.

Motion: Councilor Alexopoulos moved to approve Council Order 2026-029, seconded by Councilor Huff-Larmond.

Roll Call Vote: 9-0-0

Motion passes.

Town Manager’s Report:

- 1. There is no Town Manager Report.
- 2. Councilor Thompson asked when the water at the Dog Park will be turned on. Councilor Thompson also mentioned that the Superbowl sign coming in from Canton is leaning over. Town Manager Howard will check with the DPW.
- 3. Councilor Huff-Larmond asked for a status on the movie cinema that was recently sold. All we know is that they plan to lease to another movie cinema until they are ready to bring a project forward to the Town.

Correspondence: None

Subcommittee Reports:

- 1. Councilor Alexopoulos stated that Appointments, Operations and Oversight has met. They are working on creating a list of vacant seats on boards and committees in town. They are also working on drafting a schedule.

1. President Egan reminded the Subcommittee chairs to set an annual schedule.

Council Comments:

1. Councilor Clerger: Gave a Happy Birthday shoutout. May 18th is Haitian Flag Day celebration here at Town Hall at 11AM. Questioned the Union Street projects next steps. Town Attorney Griffin advised against discussing the project outside of the Public Hearing. Councilor Clerger stated that all the tables are sold out but there are a few empty seats left for the marching band fundraiser.
2. Councilor Gordon: Sunday April 19th is the event for the marching band. Councilor Gordon commented on the street acceptance, saying that Chapter 90 funds come from miles of public roadways in town. Councilor Gordon shared the Resolutions and Proclamations subcommittee will be meeting tomorrow at 6pm in Chapin Hall.
3. Councilor O’Connell: Shoutout to Robyn Reinhart for another successful egg hunt, it was a great event.
4. Councilor Burgess: Burgess mentioned that those two roads that were accepted add about \$8.32 to our chapter 90 funds. Gave thanks to the staff that fixed the lights at the War memorial and Stetson Hall.
5. Vice President Brewer: Congratulations Randolph High School on the NASA program, it was nice to see that on the news. Vice President Brewer would like to see the trash cleaned up on 86/92 Union Street before coming back to the Council to have plans approved.
6. Councilor Alexopoulos: shared a recent record Drug Bust that was done by Randolph and Boston Police.
7. Councilor Thompson: If you see something town related that is an issue, use *SeeClickFix*, this will help the Town become aware of issues. Had a conversation with Mass Cyber Alliance which is a program that offers free cyber security related services. Councilor Thompson is going to see what they can do for the town.
8. Councilor Huff-Larmond: A Sickle Cell Event at Stetson Hall will be held at 10AM. There is also a blood drive on 4/25 from 10AM to 3PM at the Randolph Library. A Town Clean up event will be on 4/25 as well. Donations for the Marching Band can be made to the Randolph Foundation for Education. Congratulations to Thea Stovell for winning the leadership award.
9. Councilor O’Connell: congratulated the Randolph High School Color Guards for winning NESBA for the second year in a row.

Adjournment:

Motion: Motion to adjourn made by Councilor Clerger and seconded by Councilor Thompson.

Roll Call Vote: 9-0-0

Meeting adjourned.

The Town Council Meeting adjourned at 8:26 pm.

Notification of Upcoming Council Meetings:

- April 27
- May 4 and 18
- June 8 and 22
- July 13 and 27
- August 10 and 24
- September 14 and 28
- October 5 and 19
- November 2 and 23
- December 7

Randolph Republican Town Committee
Jean-Riguel Ulysse, Chairman

April 10, 2026

Ryan Egan, President
Randolph Town Council
41 South Main Street
Randolph, MA 02368

RANDOLPH
TOWN CLERK/REGISTRAR
2026 APR 10 A 10:21

Re: Republican Registrar Appointment

President Egan:

At a Republican Town Committee Meeting held on April 8, 2026, we nominated the following individuals to serve as a Republican Registrar:

1. James Buiel, 631 North Street (current registrar; appointment expiring)
2. Sue Curtis, 27 Marie Way
3. Jean-Riguel Ulysse, 24 James Tighe Rd

A copy of our minutes are attached. Please let me know if you have any questions. Thank you,

Sincerely,

Jean-Riguel Ulysse

Jean -Riguel Ulysse, Chairman
Randolph Republican Town Committee
ulyssejeanriguel@gmail.com

Randolph Republican Town Committee

Meeting Agenda

Attendees:

Jim Curtis; Jim Burel; Jean Riguel U.

- I. Call to Order
- II. Salute the Flag
- III. Approval of Minutes of Prior Meeting
- IV. New Business
 - a. Nominations for Registrar of Voters
 - ① James Buie
631 North St.
 - ② Sue Curtis
27 Marie Way
 - ③ Jean Riguel Ulysse
24 James Tighe Rd.
- V. Adjournment

2026 APR - 9 A 9:52

RANDOLPH
TOWN CLERK/REGISTRAR

Resolution: 2026-003

**Introduced by: Councilor Gordon
April 13, 2026**

Budget Resolution on the Will of the Council on the DPW Budget

WHEREAS the people of Randolph have repeatedly expressed, in surveys and public input, that there is a desire for more free recreational amenities and parks across Randolph; and

WHEREAS so many of our parks and conservation areas go unused because they are overgrown, or strewn with litter, or have their entrances blocked or hidden; and

WHEREAS the DPW requires more resources in order to maintain the existing parks and conservation areas around Randolph;

THEREFORE BE IT RESOLVED that the Randolph Town Council supports expanding the usage of our existing parks and conservation areas via additional budgetary resources dedicated for that purpose; and

BE IT FURTHER RESOLVED that the Town Council recommends adding a new FTE equivalent staffperson to the DPW budget for the purpose of maintaining foliage and cleaning litter in our existing parks and conservation areas; and

BE IT FURTHER RESOLVED that the Town Council supports adding "wayfinding signage" at the pedestrian entrances of each existing park and conservation area, including website-linked information, and including parking where appropriate.

Resolution: 2026-004

**Introduced by: Councilor Gordon
April 13, 2026**

Budget Resolution on the Will of the Council on the RICC Budget

WHEREAS the Randolph Intergenerational Community Center has become a popular venue for teens' sports and recreation activities, as well as a popular venue for adults and programs available for public participation, but has only limited hours for such activities;

THEREFORE BE IT RESOLVED that the Randolph Town Council supports expanding the opening hours of the RICC to include later evening hours, as well as more weekend and holiday hours; and

BE IT FURTHER RESOLVED that the Randolph Town Council supports increasing the number of staff, and/or increasing the hours for individual staff.

Council Order: 2026-017

**Introduced by: Councilor Gordon
March 9, 2026**

**Amendment To Town Council Rules Section 27
Pertaining to Public Comments/Discussion and Public Hearings**

To see if the Randolph Town Council will amend Section 27 of the “Town Council of Town of Randolph Rules Manual” (“Rules Manual”) pertaining to Public Comments/Discussion and Public Hearings, as follows:

1. Delete the portion of Section 13 that reads as follows:

During “Public Comments/Discussion”, the public may comment on any topic. During the public comments portion of a public hearing, the public may comment only on the topic of that public hearing. The Council may change the order of items on an agenda during a meeting to promote the efficient business of the Council. “Public Comments/Discussion” shall occur as early as feasible at each meeting where it is on the agenda.

Replace that portion with the following:

"Public Comments" for general comments must be in person, and may be on any topic, for up to 3 minutes. "Public Comments" are also welcomed during hearings, but the comments must pertain to the topic of the hearing, for up to 3 minutes. "Public Comments" for general comments shall occur as early as possible in Town Council meetings. If a hearing is scheduled early in the Town Council meeting, "Public Comments" may begin and then be interrupted for the legal opening of the hearing, and then continued as soon as possible.

2. Delete the portion of Section 13 that reads as follows:

Unless otherwise required by law, during both the Public Comments/Discussion portion of a meeting and during the public comments portion of any public hearing, each person requesting to make a public comment/discussion or to speak at a public hearing may be recognized by the President, and shall state his/her name and address for the record. Public comment at meetings and at public hearings will be limited to three (3) minutes for each individual speaking. No speaker may yield to another speaker without the permission of the Chair.

The Chair may, in the Chair’s discretion and upon request, allow a group representative more time to speak in order to avoid repetitive comments from multiple speakers and aid in the efficient conduct of the meeting.

Replace that portion with the following:

"Public Comments" for general comments must be in person, and may be on any topic, for up to 3 minutes. "Public Comments" are also welcomed during hearings, but the comments must pertain to the topic of the hearing, for up to 3 minutes.

3. Delete the portion of Section 13 that reads as follows:

All remarks and questions shall be addressed to the Council as a whole through the President and not to any member thereof. No person other than members of the Council and the person having the floor shall enter into discussion either directly or through a member of the Council without permission of the presiding officer.

Replace that portion with the following:

"Public Comments" may include questions to the Councilors or Town Manager or Town staff, and answers may be provided, and the questioner may follow up, within the allotted three minutes.

4. Delete the portion of Section 13 that reads as follows:

No Councilor shall speak during Public Comments/Discussion without being recognized by the President and no Councilor shall make Public Comments/Discussion during this portion of the meeting.

Replace that portion with the following:

"Public Comments" may include questions to the Councilors or Town Manager or Town staff, and answers may be provided, and the questioner may follow up, within the allotted three minutes.

5. Delete the portion of Section 13 that reads as follows concerning Public Comments:

So long as it is permitted under the Open Meeting Law and other applicable law, the Council President may decide, on a meeting to meeting basis, whether Public Comments/Discussion will be permitted only virtually, only in person, or both. The agenda for each meeting that contains a Public Comments/Discussion agenda item shall indicate how Public Comments/Discussion shall be made by the public at that meeting.

Replace that portion with the following:

"Public Comments" during hearings may include virtual attendees.

Council Order: 2026-017A

**Introduced by: Councilor Gordon
March 9, 2026**

**Amendment To Town Council Rules Section 27
Pertaining to Public Comments/Discussion and Public Hearings**

To see if the Randolph Town Council will amend Section 27 of the “Town Council of Town of Randolph Rules Manual” (“Rules Manual”) pertaining to Public Comments/Discussion and Public Hearings, as follows:

1. Delete the portion of Section 27 that reads as follows:

During “Public Comments/Discussion”, the public may comment on any topic. During the public comments portion of a public hearing, the public may comment only on the topic of that public hearing. The Council may change the order of items on an agenda during a meeting to promote the efficient business of the Council. “Public Comments/Discussion” shall occur as early as feasible at each meeting where it is on the agenda.

Replace that portion with the following:

"Public Comments" for general comments must be in person, and may be on any topic, for up to 3 minutes. "Public Comments" are also welcomed during hearings, but the comments must pertain to the topic of the hearing, for up to 3 minutes. "Public Comments" for general comments shall occur as early as possible in Town Council meetings. If a hearing is scheduled early in the Town Council meeting, "Public Comments" may begin and then be interrupted for the legal opening of the hearing, and then continued as soon as possible.

2. Delete the portion of Section 27 that reads as follows:

Unless otherwise required by law, during both the Public Comments/Discussion portion of a meeting and during the public comments portion of any public hearing, each person requesting to make a public comment/discussion or to speak at a public hearing may be recognized by the President, and shall state his/her name and address for the record. Public comment at meetings and at public hearings will be limited to three (3) minutes for each individual speaking. No speaker may yield to another speaker without the permission of the Chair.

The Chair may, in the Chair’s discretion and upon request, allow a group representative more time to speak in order to avoid repetitive comments from multiple speakers and aid in the efficient conduct of the meeting.

Replace that portion with the following:

"Public Comments" for general comments must be in person, and may be on any topic, for up to 3 minutes. "Public Comments" are also welcomed during hearings, but the comments must pertain to the topic of the hearing, for up to 3 minutes.

3. Delete the portion of Section 27 that reads as follows:

All remarks and questions shall be addressed to the Council as a whole through the President and not to any member thereof. No person other than members of the Council and the person having the floor shall enter into discussion either directly or through a member of the Council without permission of the presiding officer.

Replace that portion with the following:

"Public Comments" may include questions to the Councilors or Town Manager or Town staff, and answers may be provided, and the questioner may follow up, within the allotted three minutes.

4. Delete the portion of Section 27 that reads as follows:

No Councilor shall speak during Public Comments/Discussion without being recognized by the President and no Councilor shall make Public Comments/Discussion during this portion of the meeting.

Replace that portion with the following:

"Public Comments" may include questions to the Councilors or Town Manager or Town staff, and answers may be provided, and the questioner may follow up, within the allotted three minutes.

5. Delete the portion of Section 27 that reads as follows concerning Public Comments:

So long as it is permitted under the Open Meeting Law and other applicable law, the Council President may decide, on a meeting to meeting basis, whether Public Comments/Discussion will be permitted only virtually, only in person, or both. The agenda for each meeting that contains a Public Comments/Discussion agenda item shall indicate how Public Comments/Discussion shall be made by the public at that meeting.

Replace that portion with the following:

"Public Comments" during hearings may include virtual attendees.

Zoning and Ordinance Subcommittee recommends to move to amend the Town Council Rules on Public Comments, Discussions and Public hearings by striking in its entirety Section 27 and replacing it with the following:

SECTION 27: PUBLIC PARTICIPATION IN COUNCIL MEETINGS AND DELIBERATIONS

The purpose of the section is to provide rules of public participation at town council meetings that allow for the council to conduct the business of the town in an orderly inefficient manner while protecting the vital tradition of commentary and feedback by the public

The Open Meeting Law grants the public the right to attend any meeting of a public body except an executive session. An individual in attendance may not address the public body without the permission of the Chair.

Section 1: Public Comments

During the Portion of the meeting calls for public comment the public May comment on any topic or ask a question of the council or government

Session 2: Agenda Items

During the meeting the public at the discretion of the president may ask a question or comment on the topic being currently debated

Section 3: Public Hearings

During a public hearing the public may make comments or ask a question on the matter that the public hearing addresses

Session 4: Participation

The public shall sign in the book named “Resident Inquiries” at the podium with their name, address and question or topic. This should be done prior to or during that section of the meeting they wish to participate in. The person shall sign and write their name, address, and questions even if they do not wish to speak at the meeting.

Section 5: The President

In all circumstances, the public has a right to expect an answer. If one is available from their government to that end. The president may answer the speaker or may choose to recognize a district councilor and/or a councilor to respond to the speaker or may choose to have the question answered at a later date by staff.

Section 6: Attendance

The public in the case of agenda items and public comment shall be in person at the meeting. Public hearings may be done in person or remotely.

Section 7: Need Title

Any person upon entering the council meeting by physical attendance or virtually grants permission to the town council to record and televised or otherwise publicize the presence testimony the meeting

The Chair may, in the Chair's discretion and upon request, allow a group representative more time to speak in order to avoid repetitive comments from multiple speakers and aid in the efficient conduct of the meeting.

Anyone who reads from a document, displays an exhibit to the Council shall file a copy with the Town Council Clerk.

All remarks and questions shall be addressed to the Council as a whole through the President and not to any member thereof. No person other than members of the Council 13 and the person having the floor shall enter into discussion either directly or through a member of the Council without permission of the presiding officer.

No one shall use the council meetings for the purpose of:

1. To promote or oppose any candidate running for office
2. For purposes relating to an election
3. To advertise for private commercial purposes or private monetary gain
4. to engage in illegal conduct
5. To use threatening language or to engage in the use of fighting words, threats of violence or other speech, like provoke a violent reaction.

Of the meeting anyone making out of order comments or acting in an unruly manner shall be subjected to removal for the meeting at the call of the president.

No signs or banners of any kind shall be displayed in the council chamber.

No demonstration of approval or disapproval from members of the public will be permitted (including, but not limited to cheering, clapping, booing, etc.) during any portion of a meeting unless specifically invited by the Council President, and if such demonstrations are made, the gallery or public seating area may be cleared upon the instruction of the Council President.

Nothing in this Section shall prevent the Town Council from inviting individuals to speak to the Council on a particular topic of interest to the Council.

Public comments may also be provided to the council by providing them and writing to the council clerks by hand or by mail or email

Member of the seeking a reasonable accommodation to gain access to meeting contact clerk at least 24 hours in advance of the meeting

Memorandum of Agreement

By and Between the
New England Police Benevolent Association Local 18,
And
The Town of Randolph, Massachusetts

The Town of Randolph (“the Town”) and the New England Police Benevolent Association, Inc, Randolph Police Patrol Officers Association (“Local 18”) hereby agree that the collective bargaining agreement between the Town and Local 18 will be extended for three years, through June 30, 2029, with the changes agreed to by the parties’ negotiating teams as set forth below. This offer and Agreement shall be considered *off-the-record* until ratified by Local 18’s membership and the Town. The bargaining teams shall sponsor and support such ratification.

WHEREAS, the Town and Local 18, have bargained collectively for a new collective bargaining agreement (the "New Agreements") for the period July 1, 2026 through June 30, 2029.

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

NOW THEREFORE, in consideration of the mutual promises herein, Local 18 and the Town agree that the following changes will be incorporated into the Parties’ current collective bargaining agreement, subject to the required ratifications

1. **Article V – Vacation:** Add the following sentence to Article V, Section 10 for clarification purposes:

“Any vacation time that is not carried over into the following fiscal year will be forfeited.”

2. **Article VIII – Paid Details:** Replace current article with cleaned up language as agreed to by the parties in Exhibit A. The paid detail rates shall be:

July 1, 2026	\$75 per hour
July 1, 2027	\$78 per hour
July 1, 2028	\$80 per hour

New language will include: Detail rates cannot decrease after the officer starts the detail.

3. **Article X – Clothing Allowance:** Replace current language of Article X with the following:

Section 1. The Union agrees that all clothing and equipment shall be the property of the Town and that upon discharge, retirement or death, shall be returned to the Town, but that during the interim of employment shall be in the custody of the employee(s).

Section 2. Effective July 1, 2025, the annual clothing allowance for permanent uniformed members of the Union will be two thousand dollars (\$2,000.00). Each employee will be required to maintain his or her clothing and equipment to standards established by the Chief of Police and purchase their clothing and equipment only at vendors approved by the Chief of Police. The Chief

of Police may require employees of the bargaining unit to purchase a Class A uniform with their clothing allowance.

Section 3. Effective July 1, 2025, a newly appointed, uniformed member of the Union shall receive an initial uniform allowance of two thousand dollars (\$2,000.00).

Section 4. Employees required to ride motorcycles shall be provided with helmets, leather jackets, breeches, boots and gloves, all items subject to the approval of the Chief of Police.

Section 5. Employees hired by the Town of Randolph who separate from service prior to completing five (5) years of service with the Town, shall be responsible to reimburse the Town for costs associated with the initial uniform and equipment issued in accordance with the below sliding scale.

<u>Separation</u>	<u>Amount Owed</u>
0-1 years	\$2,000.00
1-2 years	\$1,600.00
2-3 years	\$1,200.00
3-4 years	\$800.00
4-5 years	\$400.00
5 years +	\$0.00

The parties acknowledge that such reimbursement will be deducted from the employee's final paycheck as a legal offset. Further, the employee will be required to remit payment to the Town within one week after their separation in the event the final paycheck does not cover the owed reimbursement amount subject to this agreement. In order to comply with Massachusetts Wage and Hour Laws, all employees must execute an individual agreement at the beginning of their employment in which they acknowledge and agree that deductions will be made from their final paycheck if they have not completed enough service with the Town to meet the criteria laid out for forgiveness of their debt to the Town for the costs of the initial uniform and equipment issue.

4. **Article XI – Leave:** Replace current language in Article XI, Section 9 with the following:

“Employees shall be entitled to bereavement leave as follows:

- (a) In the event of a death in the immediate family of an employee (spouse, child, father, mother, sister, brother, or step-child, step-father, step-mother, step-sister, step-brother, father-in-law, mother-in-law) the employee shall be granted an absence of five (5) scheduled work days without loss of pay.
- (b) An absence of three (3) scheduled work days shall be granted without loss of pay in the event of the death of the employee’s grandparents, brother-in-law, sister-in-law, or grandparents of his/her spouse, grandchildren, aunts, uncles or a relative of the employee’s or his/her spouse who is actually living in the immediate household of the employee at the time of death or at the commencement of final illness or accident. In the

event the death occurs on Friday or Saturday, this leave shall be extended for four (4) scheduled workdays without loss of pay.

The Chief may require documentation, such as an obituary or death certificate, and/or evidence of relationship/household status to verify eligibility for leave under this Section.”

- 5. **Article XII – Salaries:** Apply the following cost of living adjustments to the salary scales at Section 1(a):

Fiscal Year	Cost of Living Adjustment
FY27	0%
FY28	2.5%
FY29	2.5%

Effective July 1, 2026, officers who do not have a degree and are not eligible for a benefit under Article XV-Advanced Training, shall receive a one-time stipend equal to one percentage (1%) of the officer’s base pay to be paid weekly.

- 6. **Article XV – Advance Training:** Revise Article XV to clean up outdated/unnecessary language and eliminate the current two-tiered incentive system for all members who have or who achieve a degree in the field of police work from a fully accredited college or university. Replace current language and two-tiered system with the following:

Section 1: *no change*

Section 2: Effective July 1, 2026, all current and future eligible employees covered by this Agreement, shall be entitled to the following Career Incentive base salary increases for credit hours and degrees earned in the field of police work (criminal justice/criminal law) from fully accredited colleges or universities. All semester credits and degrees shall be earned in an educational institution accredited by the New England Association of Colleges or Secondary Schools or by the Board of Higher Education. Other degrees may be accepted, on a case-by-case basis, if deemed related by the Town Manager and Chief of Police. Employees who would like to receive the career incentive for a non-criminal justice degree must obtain approval of their job-related degree prior to starting the program. The Town's decision on whether to approve an employee's request to recognize a degree in a related field shall be final. Examples of degree programs that may be deemed job related include: Sociology, Psychology, Homeland Security, Communications, Counseling, Legal Studies, Masters of Business Administration (MBA), Masters of Public Administration (MPA), and Forensic Science. Employees of the Town as of July 1, 2026, who have already obtained one of the above degrees, and new employees who are hired with one of the above degrees, shall be eligible to receive a career incentive base salary increase.

Career incentive base salary increases shall be predicated on the accumulation of points earned in the following manner: one point for each semester hours credit earned toward a Bachelors or an Associate Degree (only available to individuals enrolled in or credits earned towards a criminal justice or criminal law degree); sixty points (60) for an Associates Degree; one hundred and twenty points (120) for a Bachelors Degree; and one hundred fifty (150) points for a Masters or Law Degree.

- Employees with 10 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to three percent (3%) the employee's base pay.
- Employees with 25 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to six percent (6%) the employee's base pay.
- Employees with 40 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to ten percent (10%) the employee's base pay.
- Employees with an "Associate's Degree" (60 credits) from an accredited educational institution will be paid an amount equivalent to fifteen percent (15%) of the employee's base pay.
- Employees with a "Bachelor's Degree" (120 credits) from an accredited educational institution will be paid an amount equivalent to twenty percent (20%) of the employee's base pay.
- Employees with a "Master's Degree" or a "Juris Doctor" (150+ credits) from an accredited educational institution will be paid an amount equivalent to thirty percent (30%) of the employee's base pay.

Section 3: On or before May 15 of each year, each eligible employee desiring to receive Educational Benefits shall provide the Town with satisfactory proof in writing of the total courses completed or scheduled to be completed and applicable grades earned for courses taken since May 15 the year before. Credits shall only be earned and compensable on the condition that each employee maintain a grade of "C" or better in each course taken and earned in an educational institution accredited by the New England Association of Colleges or Secondary Schools or by the Board of Higher Education.

Section 4: no change

Section 5: no change

7. **Article XXVI – Maternity Leave:** Rename article "Statutory Leaves" and update/replace existing language to address Statutory leaves, including Parental Leave.
1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked at least 1,250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their right to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").
 - a. **FMLA:** The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave a year for the birth, adoption, or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

- b. **SNLA:** The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of an employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments or other professional services related to the elder's care, such as interviewing at nursing or group homes.
 - c. **MPLA:** The MPLA provides an employee who has been employed for three (3) months as a full-time employee with eight (8) weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. Provided the employee gives two-weeks' notice of their intent to return and returns at or before the expiration of 8 weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
2. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute.
 3. If an employee qualifies for FMLA, MPLA or SNLA leave, the Town has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the Town, they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate, in accordance with 29 CFR 825.201.
8. **Article XXX – Residency** – Revise Article XXX to exclude the residency requirement for employees hired from the Civil Service Local Register List.
 9. **Article XXXIV – Civil Service** – Amend Article XXXIV to state that the Town/Department will have the discretion to utilize a sole assessment center and/or the current civil service promotional exam for promotions for all employees.
 10. **New Article – Drug and Alcohol Policy:** Replace current article with proposed language in Exhibit B, attached.
 11. **New Article – Police Officer Standards and Training (POST) Stipend:** Create a new article that provides as follows:

“Recognizing the increased responsibilities created by the Police Reform Act of 2020, effective July 1, 2028, all bargaining unit members who are certified by the Massachusetts POST Commission and maintain a valid, active POST certification, shall receive a one (1%) percent base salary increase effective July 1, 2028.

The aforementioned stipend shall be in consideration of the Union’s express acknowledgment and agreement that the Town has, as of the date of execution of this Agreement, satisfied its bargaining obligations with respect to any potential impacts on members of the Union resulting from the enactment and implementation of the Police Reform Act of 2020 and any

regulations promulgated thereunder as of the date of this Agreement by the Police Officer Standards and Training (POST) Commission resulting Department policies and procedures. The parties agree that decertification by POST constitutes just case for termination.
”

12. **New Article – Police Academy Tuition** – Add new article to read as follows:

Effective July 1, 2026, employees hired by the Town of Randolph, who are required to attend the Municipal Police Training Committee (“MPTC”) Certified Academy or equivalent and who separate from service prior to completing five (5) years of service with the Town, shall be responsible to reimburse for tuition and associated expenses of the MPTC Certified Academy or equivalent in accordance with the below sliding scale.

<u>Separation</u>	<u>Amount Owed</u>
0-1 years	\$3,000.00
1-2 years	\$2,400.00
2-3 years	\$1,800.00
3-4 years	\$1,200.00
4-5 years	\$600.00
5 years +	\$0.00

The parties acknowledge that such reimbursement will be deducted from the employee's final paycheck as a legal offset. Further, the employee will be required to remit payment to the Town within one week after their separation in the event the final paycheck does not cover the owed reimbursement amount subject to this agreement. In order to comply with Massachusetts Wage and Hour Laws, all employees must execute an individual agreement at the beginning of their employment in which they acknowledge and agree that deductions will be made from their final paycheck if they have not completed enough service with the Town to meet the criteria laid out for forgiveness of their debt to the Town for the costs of the initial uniform and equipment issue.

13. **Article XXIII – Duration:** Update Article number and revise language to reflect three year contract for the period July 1, 2026 through June 30, 2029.

Housekeeping (i.e., dates, integrate interim agreements, remove any reference to the Town’s personnel bylaw, personnel board and Select Board as the appointing authority, and delete other moot language, etc. will be made in the process of finalizing an integrated CBA.)

- Delete reference to Town Personnel Bylaw under Article XII, Section 2 (longevity).
- Delete reference to Personnel Bylaw under Article XXVII, Section 1 on page 33.
- Recognition Clause – remove reference to “full time Civilian Dispatchers”
- Article IX – Union Dues: Remove reference to Sean R. McArdle

IN WITNESS WHEREOF, Local 18 and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this ____ day of April 2026,

TOWN OF RANDOLPH,
By its Bargaining Team,
duly authorized,

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 18,
By its Bargaining Team, duly authorized,

DRAFT

Randolph Police Department Drug and Alcohol Policy

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Randolph Police Department must remain drug and alcohol free to accomplish its vital public safety mission. A police officer impaired by drugs or alcohol creates an unreasonable danger to his or her fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members. Consequently, the abuse of illegal drugs or alcohol will not be tolerated.

A. Prohibited Conduct.

1. The following conduct shall constitute an offense under this Policy.
 - a. The possession, use, transfer, manufacture or sale of any illegal drug.
 - b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level at or above 0.02, or impaired by drugs or alcohol.
 - e. The commission of any drug or alcohol related offense.
 - f. Members of the bargaining unit shall not engage in the consumption or use of marijuana, THC or any other cannabinoid products. All officers are prohibited from using marijuana, THC or cannabis on or off duty, including for medicinal purposes.
2. Any employee who is arrested for or charged with a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.
3. For purposes of this Section, possession shall refer to unauthorized possession.

B. Prohibited Drugs.

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently or otherwise disqualify him/her from being a Police Officer. Any questions or doubts should be raised with the Town Manager and/or the Chief.

Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

C. Drug and Alcohol Testing.

1. New hires.

Each new employee will submit to a drug test as a condition of hire and/or shortly after his or her date of hire.

2. Random Testing.

Employees may be subject to unannounced drug and alcohol testing during their employment with the Town with or without reasonable suspicion at such times as may be determined by Chief. The selection for random testing will be done on a non-discriminatory basis where each employee has an equal chance of being selected. The Town agrees to discuss the selection process with the Union prior to engaging in random drug testing.

3. Absence from Duty.

An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first seven (7) calendar days after his or her return to active duty.

4. Post-Incident.

An employee involved in an incident on the job which involves serious property damage, is life threatening, or involves serious bodily injury, or unsafe practice or violation of a safety rule, standard, or policy, may be directed by the Chief to submit to a drug and/or alcohol test.

5. Reasonable Suspicion.

An employee may be tested where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. Such determination shall be made by the Chief or the Chief's designee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

6. Follow-up Testing.

An employee who has violated this Policy may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During such follow-up testing period, the employee may be subject to random or unannounced testing for rugs and/or alcohol.

7. Failure to Submit to Testing.

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the department or testing laboratory, shall be treated as Prohibited Conduct under Section A of this Policy and, in addition, shall be considered insubordination warranting discipline under a just cause standard pursuant to the Agreement.

D. Drug and Alcohol Testing Procedures.

1. Collection.

An employee subject to drug or alcohol testing will be directed by the Chief or Chief's designee to report at a specified time to the testing site. In the case of random, post-incident, reasonable suspicion or follow-up testing, the employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to ensure the

integrity of the test/sample.

The employee will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

2. Processing.

The testing officer or testing laboratory will maintain the sterility of the sample (split) and the integrity of the sampling process by executing the chain-of-custody process for the sample given and all related documentation. Drug testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory

If the results of the initial test are negative, the testing laboratory will advise the medical review officer ("MRO") that the drug test for the employee was negative. No additional tests on the specimen will be done.

If the results of the initial test are positive, a split sample shall be preserved for independent analysis. In the case of an initial positive test result, the employee may request the MRO to send the second (or split) specimen to a different certified lab for testing. If an employee wants the split specimen tested, the employee must advise the MRO within 72 hours of being notified of the positive test result of the primary specimen. The employee is responsible for the cost of analysis of the split specimen.

An alcohol test shall be deemed positive only if it is registered at or above a level of .02.

3. Reporting of Results.

The results of a drug or alcohol test will be reported verbally and in writing to the Town Manager and the Chief or the person he/she designates to receive those results.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the MRO will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The MRO shall require that the employee produce any necessary written proof: and the employee shall authorize the MRO to obtain further information from his or her health care providers. If the MRO determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". Note that medical marijuana is not a valid explanation for a positive drug test result. The laboratory will not provide to the Town any information it learns concerning prescription drugs (excluding medical marijuana) that the employee is taking pursuant to a validly obtained prescription. If the MRO is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

4. The Testing Laboratory.

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

5. Prescribed Drugs.

An employee utilizing any prescribed medications or controlled substances that may affect their ability to safely perform assigned duties must immediately report this treatment to the Chief. It shall be the employee's responsibility to determine from their healthcare provider whether a prescribed treatment may impair job performance and/or disqualify them from serving as a Police Officer. Failure to report the use of said prescribed medication or a controlled substance may subject an employee to disciplinary action, up to and including dismissal. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's healthcare provider will be required.

E. Enforcement.

1. Any employee who violates this Policy will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town, at its discretion, may take disciplinary action exclusive of discharge. To qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
 - b. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
 - c. The recommended treatment plan will be set forth in writing and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
 - e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Policy, shall subject the employee to discipline up to and including discharge separate and apart from any discipline imposed by the Town as a result of the first positive test.
3. Nothing in this Article shall preclude the Department from disciplining or discharging an

employee under a just cause standard for any misconduct engaged in by them collateral to the use of an illegal drug or the abuse of alcohol (e.g., assault and battery), provided that the fact of a positive screening result for illegal drugs or alcohol may not be used in any way in proving such misconduct.

F. Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

G. Peace Officer Standards and Training (POST)

A violation of this policy will be reported to POST to the extent such reporting is required by POST.

Randolph Police negotiations
EXHIBIT A: Paid Details Language

Note: The following is the revised language developed by Locals 34 and 18, and shared with the Chief for review. Proposed revisions/additions are made in track changes for easier review.

Article VIII – Paid Details – Replace the existing language in Article VIII with the following:

Section 1:

- a. The Town agrees that the following provisions shall govern the assignment of extra paid details to employee(s) where the detail is to be paid for by a Town department or by a governmental body or by an outside individual, group or corporation or organization. A paid detail is work performed in addition to the regular tour of duty, for which additional compensation is received.
- b. A paid detail for a Town Department is a detail which is paid out of the Town Department budget without any payment, contribution or reimbursement to the Town Department or to the Town of Randolph.
- c. Since the Town has accepted the provisions of M.G.L. Ch. 44 Section 53C, the rate of details shall be increased by 10% and the 10% shall be retained by the Town for defraying the cost of administering the payment of details. The Town will retain the full amount of the administrative fee, and all details will be paid out of the dedicated detail account.
- d. All School Department details shall be paid at the overtime rate or one and one-half the officer's regular hourly rate of pay.

Section 2: Distribution/Procedure:

- a. A Randolph police officer who wishes to work a paid detail as described in Section 1, above, must do so during his/her off-duty time, meaning a time he or she is not scheduled to work for the Randolph Police Department or appear as a witness or complainant in the Courts.
 - 1. The assignment of officers to any paid details shall be administered by the current system of Detail Tracking System ("DTS") and/or as designated by the Chief of Police.
 - 2. Details performed between Sunday and Saturday of each week will be paid the following Thursday. Officers' detail weekly hours will be reset on Saturday in the afternoon and added to the yearly hours.
 - 3. Details scheduled for 6am to 4pm the following day will be filled the night before with overtime, Randolph details, and out-of-town details in that order. Details scheduled for 4pm will be filled that day at a reasonable time.
 - 4. Officers who are not available to work the full eight hours will be allowed to work hour for hour after four hours provided no one else is available to work the detail.

This will not change anything in the contract with regards to the automatic eight (8) hours of pay after four (4) hours as set forth above.

5. As of January 1st of any year, assignments of details and overtime work will be assigned as of the respective standing at the end of the last week of December of the previous year.
6. Permanent full-time officers are prohibited from working more than twenty (20) consecutive hours including paid details. Officers who work up to twenty (20) consecutive hours in any twenty-four (24) hour period must follow those hours with a minimum of eight (8) hours off. Permanent full-time officers may not accept a detail that would result in them working more than twenty (20) consecutive hours or taking less than eight (8) hours off after working twenty (20) consecutive hours.
7. Any permanent full-time officer who accepts any detail or overtime work after calling in sick within the period prescribed in the contract shall be assessed an additional (7) days penalty and shall not be assigned any details or overtime work until twenty-four (24) hours after the seventh day.
8. Any officer who cancels or calls out sick from a detail will be assessed those hours if less than twenty-four-hour notice.
9. Any permanent full-time officer who fails to show up for a paid detail or overtime work assigned to him shall be penalized by being removed from the detail and overtime work for a period of seven (7) days for first offense, fifteen (15) days for second offense, and thirty (30) days for the third and subsequent offense. This period of penalization will be one year from the date of the first infraction. This penalty is separate and apart from any discipline imposed by the Town upon a finding that the police officer engaged in any misconduct or violation of Town/Department rules and procedures.
10. We will go by a 2-hour rule for everything, for a contractor cancelling a detail, overtime assignment being cancelled, member to come out of a detail, to bump a special from a detail, and to call in for time off (i.e., vacation, personal day, off/owed, and off/owed sick). This does not apply to an officer calling out sick; however members should give as much notice as possible.
11. If an overtime shift becomes available and is unfilled, an officer in that rank or another officer may elect to swap from a detail to the shift. Officers assigned to a detail will be offered an opportunity to opt out of their assigned detail and work the vacant overtime shift instead. Officers in the rank of the available overtime shift will be contacted first according to hours. Once the shift has been refused by the officers of that rank, it will be offered to the next rank and so on until the shift is filled.
12. All detail and overtime hours will be included in weekly and total hours (except court hours). Total weekly hours will be recorded as soon as possible to establish the accurate number of hours worked each week.

13. Hospital watches will be filled from the overtime list.
14. Officers who are on bereavement will not be allowed to work details or overtime for the day(s) he/she is on bereavement unless authorized by the Chief of Police or his/her designee. Officers on bereavement do not have to return for a shift prior to working a detail or overtime.

Section 3: Detail Rates:

Assignments to a paid detail described in Section 1 above shall be made only when the person, firm, corporation, group, government agency or Town department requesting such a detail has agreed to pay the following rates of pay and to abide by the following conditions:

15. A minimum of four (4) hours of pay for all details. If the detail goes beyond four (4) hours, the minimum will be eight (8) hours of pay except for Town and School Department details which shall have a 4-hour minimum and be paid in hour increments for time after four (4) hours). If the detail (other than Town and School Department details) goes beyond eight (8) hours, the minimum will be increased in 2-hour blocks (i.e., 10, 12, 14, etc.), with each 2-hour block being paid at a rate of one and one-half the detail rate.

For all private and construction road and utilities details, except for Town department payroll details, the rate of pay for paid details will be seventy-five dollars (\$75.00) per hour effective July 1, 2026; seventy-eight (\$78.00) effective July 1, 2027; and eighty (\$80.00) effective July 1, 2028 for all officers. If there are three officers on a detail or hired by the contractor/private vendor, the senior officer will receive a rate of pay five dollars (\$5.00) more than the current detail rate. If six officers are required on a detail or hire by a contractor/private vendor, the senior officer/sixth officer would receive ten dollars (\$10.00) more than the current detail rate.

- a. The rate of pay for all Town Department payroll paid details (e.g., Department of Public Works and School Department) shall be time and one-half the regular rate of pay of the officer working.
- b. Except for Town Department payroll paid details, the rate of pay for any work performed for a private contractor/vendor after eight (8) hours, from 7pm-7am, Friday at 7pm to Monday at 7am, and holidays will be paid at time and one-half of the current detail rate.
- c. The rate of pay shall be determined based on the start time of the detail and remain consistent throughout the detail.

Section 4: Sick Leave

An employee who has taken between one (1) and three (3) sick leave days must wait twenty-four (24) hours after calling out sick before being eligible for overtime/details.

An employee who has taken between four (4) and seven (7) sick leave days must work two (2) consecutive shifts on their assigned shift before being eligible for overtime/details.

Any employee who has used more than seven (7) sick leave days in a fiscal year shall not be eligible for paid details or overtime work for thirty (30) days from the date of the employee's return to duty following his or her use of additional sick days. Employees shall incur a thirty (30) period of ineligibility for each sick day used over seven (7) days. An employee who exhausts his or her sick time shall be ineligible to work details or overtime for the remainder of the year. Sick leave usage amounts shall reset every fiscal year. The Chief may grant exceptions to this section on a case-by-case basis. Family sick days and sick leave used as part of an approved FMLA Leave shall not count towards an employee's total usage for purposes of limiting detail and overtime eligibility.

Section 5:

Only a permanent, full-time police officer of the Randolph Police Department or special officers shall be assigned a detail to ensure the safety of the public when work is being performed on a public way that affects the normal flow of traffic or where work could be considered hazardous to the safety of the public. The determination of the need will be made by the Police Chief or his designee.

Section 6:

All Holiday rates will begin at 6pm the evening before all holidays listed in Article VII, section 1.

Section 7: OUT OF TOWN DETAIL

Out of town details are allowed in this section for outdoor road details, subject to the following conditions:

1. Department overtime must be filled first.
2. Randolph details take precedence.
3. If the Town requesting the detail does not handle billing for out-of-town officers, the billing will be handled by the Town of Randolph. Any administrative fees collected shall be retained by the Town of Randolph.
4. Randolph Police Officers may not work out of town details at liquor establishments such as bars, nightclubs, and lounges without written approval from the Chief of Police except that officers may be permitted to work details at Gillette Stadium.

Section 8: STRIKE DETAILS

A minimum of two police officers shall be assigned to any dispute when, in the judgement of the Chief of Police, the dispute is likely to be confrontational. A police officer working a strike or picket detail shall be compensated at two and one-half (2 ½) times the detail rate.

Memorandum of Agreement
By and Between the
New England Police Benevolent Association Local 34,
And
The Town of Randolph, Massachusetts

The Town of Randolph (“the Town”) and the New England Police Benevolent Association, Inc, Randolph Police Superior Officers Association (“Local 34”) hereby agree that the collective bargaining agreement between the Town and Local 34 will be extended for three years, through June 30, 2029, with the changes agreed to by the parties’ negotiating teams as set forth below. This offer and Agreement shall be considered ***off-the-record*** until ratified by Local 34’s membership and the Town. The bargaining teams shall sponsor and support such ratification.

WHEREAS, the Town and Local 34, have bargained collectively for a new collective bargaining agreement (the "New Agreements") for the period July 1, 2026 through June 30, 2029.

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

NOW THEREFORE, in consideration of the mutual promises herein, Local 34 and the Town agree that the following changes will be incorporated into the Parties’ current collective bargaining agreement, subject to the required ratifications.

- 1. **Article V – Vacation**: Add the following sentence to Article V, Section 10 for clarification purposes:

“Any vacation time that is not carried over into the following fiscal year will be forfeited.”

- 2. **Article VIII – Paid Details**: Replace current article with cleaned up language as agreed to by the parties in Exhibit A. The paid detail rates shall be:

July 1, 2026	\$75 per hour
July 1, 2027	\$78 per hour
July 1, 2028	\$80 per hour

New language will include: Detail rates cannot decrease after the officer starts the detail.

- 3. **Article X – Clothing Allowance**: Replace current language of Article X with the following:

Section 1. The Union agrees that all clothing and equipment shall be the property of the Town and that upon discharge, retirement or death, shall be returned to the Town, but that during the interim of employment shall be in the custody of the employee(s).

Section 2. Effective July 1, 2025, the annual clothing allowance for permanent uniformed members of the Union will be two thousand four hundred and fifty dollars (\$2,450.00). Each employee will be required to maintain his or her clothing and equipment to standards established by the Chief of Police and purchase their clothing and equipment only at vendors approved by the

Chief of Police. The Chief of Police may require employees of the bargaining unit to purchase a Class A uniform with their clothing allowance.

Section 3. Employees required to ride motorcycles shall be provided with helmets, leather jackets, beeches, boots and gloves, all items subject to the approval of the Chief of Police.

4. **Article XI – Leave:** Replace current language in Article XI, Section 9 with the following:

“Employees shall be entitled to bereavement leave as follows:

- (a) In the event of a death in the immediate family of an employee (spouse, child, father, mother, sister, brother, or step-child, step-father, step-mother, step-sister, step-brother, father-in-law, mother-in-law) the employee shall be granted an absence of five (5) scheduled work days without loss of pay.
- (b) An absence of three (3) scheduled work days shall be granted without loss of pay in the event of the death of the employee’s grandparents, brother-in-law, sister-in-law, or grandparents of his/her spouse, grandchildren, aunts, uncles or a relative of the employee’s or his/her spouse who is actually living in the immediate household of the employee at the time of death or at the commencement of final illness or accident. In the event the death occurs on Friday or Saturday, this leave shall be extended for four (4) scheduled workdays without loss of pay.

The Chief may require documentation, such as an obituary or death certificate, and/or evidence of relationship/household status to verify eligibility for leave under this Section.”

5. **Article XI – Leave, Section 13: Other Leave**

Effective July 1, 2026, revise subsection c regarding personal leave to provide the same personal leave benefit as Patrol:

Years of Service	Days of Personal leave
1 to 5 years	4 days
6 to 10 years	5 days
10 to 15 years	6 days
15 to 20 year	7 days
20 to 25 years	8 days
25 + years	9 days

Any superior officer receiving more than nine (9) personal days as of July 1, 2026 shall remain at that level and shall continue to receive that same number of personal days annually.

Personal leave may not be carried over from one fiscal year to the next, and, except as stated above, no employee shall be granted more than nine (9) days of personal leave per fiscal year.

- 6. **Article XII – Salaries:** Apply the following cost of living adjustments to the salary scales at Section 1(a):

Fiscal Year	Cost of Living Adjustment
FY27	0%
FY28	2.5%
FY29	2.5%

- 7. **Article XII -Salaries:** Effective July 1, 2027, revise section 5, Senior officer / E.L.C.P. to start at twenty (20) years rather than twenty-five (25) years. No change to other criteria or qualifications.

- a) Effective July 1, 2027, provide a 2.5% base salary increase at 20 years
- b) Effective July 1, 2027, provide a 2.5% base salary increase at 25 years (will be a total of 5%)

- 8. **Article XV – Advance Training:** Revise Article XV to clean up outdated/unnecessary language and eliminate the current two-tiered incentive system for all members who have or who achieve a degree in the field of police work from a fully accredited college or university. Replace current language and two-tiered system with the following:

Section 1: The Town shall establish a career incentive program for all regular full-time members of the Police Department. This program shall provide for base salary increases as a reward for personnel who further their education in the field of police work.

Section 2: Effective July 1, 2026, all current and future eligible employees covered by this Agreement, shall be entitled to the following Career Incentive base salary increases for credit hours and degrees earned in the field of police work (criminal justice/criminal law) from fully accredited colleges or universities. All semester credits and degrees shall be earned in an educational institution accredited by the New England Association of Colleges or Secondary Schools or by the Board of Higher Education. Other degrees may be accepted, on a case-by-case basis, if deemed related by the Town Manager and Chief of Police. Employees who would like to receive the career incentive for a non-criminal justice degree must obtain approval of their job-related degree prior to starting the program. The Town's decision on whether to approve an employee's request to recognize a degree in a related field shall be final. Examples of degree programs that may be deemed job related include: Sociology, Psychology, Homeland Security, Communications, Counseling, Legal Studies, Masters of Business Administration (MBA), Masters of Public Administration (MPA), and Forensic Science. Employees of the Town as of July 1, 2026, who have already obtained one of the above degrees, and new employees who are hired with one of the above degrees, shall be eligible to receive a career incentive base salary increase.

Career incentive base salary increases shall be predicated on the accumulation of points earned in the following manner: one point for each semester hours credit earned toward a Bachelors or an Associate Degree (only available to individuals enrolled in or credits earned towards a criminal justice or criminal law degree); sixty points (60) for an Associates Degree; one hundred and twenty points (120) for a Bachelors Degree; and one hundred fifty (150) points for a Masters or Law Degree.

- Employees with 10 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to three percent (3%) the employee’s base pay.

- Employees with 25 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to six percent (6%) the employee's base pay.
- Employees with 40 credit hours/points accumulated from an accredited educational institution towards a degree in criminal law/criminal justice will be paid an amount equivalent to ten percent (10%) the employee's base pay.
- Employees with an "Associate's Degree" (60 credits) from an accredited educational institution will be paid an amount equivalent to fifteen percent (15%) of the employee's base pay.
- Employees with a "Bachelor's Degree" (120 credits) from an accredited educational institution will be paid an amount equivalent to twenty percent (20%) of the employee's base pay.
- Employees with a "Master's Degree" or a "Juris Doctor" (150+ credits) from an accredited educational institution will be paid an amount equivalent to thirty percent (30%) of the employee's base pay.

Section 3: On or before May 15 of each year, each eligible employee desiring to receive Educational Benefits shall provide the Town with satisfactory proof in writing of the total courses completed or scheduled to be completed and applicable grades earned for courses taken since May 15 the year before. Credits shall only be earned and compensable on the condition that each employee maintain a grade of "C" or better in each course taken and earned in an educational institution accredited by the New England Association of Colleges or Secondary Schools or by the Board of Higher Education.

Section 4: no change

Section 5: All payments for Career Incentive Program shall be made weekly

9. **Article XXXIV – Civil Service** – Amend Article XXXIV to state that effective upon the expiration or exhaustion of the current promotional list, the Town/Department will have the discretion to utilize a sole assessment center and/or the current civil service promotional exam for promotions for all employees.
10. **New Article – Drug and Alcohol Policy:** Replace current article with proposed language in Exhibit B, attached.
11. **New Article – Police Officer Standards and Training (POST) Stipend:** Create a new article that provides as follows:

“Recognizing the increased responsibilities created by the Police Reform Act of 2020, effective July 1, 2027, all bargaining unit members who are certified by the Massachusetts POST Commission and maintain a valid, active POST certification, shall receive the following:

Effective July 1, 2027, provide a .5% base salary increase.

Effective July 1, 2028, provide a .5% base salary increase (for a total of 1%)

~~Said stipend shall be paid weekly provided the officer maintains a valid, active POST certification.~~

The aforementioned stipend shall be in consideration of the Union’s express acknowledgment and agreement that the Town has, as of the date of execution of this Agreement, satisfied its bargaining obligations with respect to any potential impacts on members of the Union resulting from the enactment and implementation of the Police Reform Act of 2020 and any regulations promulgated thereunder by the Police Officer Standards and Training (POST) Commission resulting Department policies and procedures. The parties agree that decertification by POST constitutes just cause for termination.
~~The above stipend does not apply to the calculation of contractual overtime.”~~

12. **Article XXIII – Duration:** Update Article number and revise language to reflect three year contract for the period July 1, 2026 through June 30, 2029.

Housekeeping (i.e., dates, integrate interim agreements, remove any reference to the Town’s personnel bylaw, personnel board and Select Board as the appointing authority, and delete other moot language, etc. will be made in the process of finalizing an integrated CBA.)

- Delete reference to Town Personnel Bylaw under Article XII, Section 2 (longevity).
- Delete reference to Personnel Bylaw under Article XXVII, Section 1 on page 33.
- Article IX – Union Dues: Remove reference to Sean R. McArdle

IN WITNESS WHEREOF, Local 34 and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this _____ day of April 2026,

TOWN OF RANDOLPH,
By its Bargaining Team,
duly authorized,

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 34,
By its Bargaining Team, duly authorized,

Randolph Police Department Drug and Alcohol Policy

The Town and the Union recognize that Police Officer is a safety sensitive position, and that the Randolph Police Department must remain drug and alcohol free to accomplish its vital public safety mission. A police officer impaired by drugs or alcohol creates an unreasonable danger to his or her fellow officers, and to the public. In addition, drug and alcohol abuse impairs the health, well-being and productivity of the police department and its members. Consequently, the abuse of illegal drugs or alcohol will not be tolerated.

A. Prohibited Conduct.

1. The following conduct shall constitute an offense under this Policy.
 - a. The possession, use, transfer, manufacture or sale of any illegal drug.
 - b. The possession or use of alcohol during working hours, or while using Town vehicles or facilities.
 - c. Driving under the influence of alcohol or drugs.
 - d. Reporting to work with the metabolite of an illegal substance in the body, with a blood alcohol level at or above 0.02, or impaired by drugs or alcohol.
 - e. The commission of any drug or alcohol related offense.
 - f. Members of the bargaining unit shall not engage in the consumption or use of marijuana, THC or any other cannabinoid products. All officers are prohibited from using marijuana, THC or cannabis on or off duty, including for medicinal purposes.
2. Any employee who is arrested for or charged with a drug-related offense or driving while intoxicated must notify the Chief immediately, irrespective of whether the conduct occurred during working time.
3. For purposes of this Section, possession shall refer to unauthorized possession.

B. Prohibited Drugs.

For the purposes of this Article, prohibited drugs include all substances included in Schedules I through III of the Controlled Substances Act (21 U.S.C. §812). Included among those drugs are marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines and methamphetamines. Possession of a controlled substance without a doctor's prescription or other legal authorization violates this Policy and may be illegal.

An employee who is taking a controlled substance under a valid prescription should check with his or her physician to ensure that the medication will not interfere with the employee's ability to work safely and efficiently or otherwise disqualify him/her from being a Police Officer. Any questions or doubts should be raised with the Town Manager and/or the Chief.

Employees are required to take whatever steps are necessary to allow the Chief to communicate with the physician prescribing the medications. Abuse of validly obtained prescription drugs will be treated in the same manner as abuse of alcohol. Abuse of prescription drugs in all other cases will be treated as abuse of illegal drugs.

C. Drug and Alcohol Testing.

1. New hires.

Each new employee will submit to a drug test as a condition of hire and/or shortly after his or her date of hire.

2. Random Testing.

Employees may be subject to unannounced drug and alcohol testing during their employment with the Town with or without reasonable suspicion at such times as may be determined by Chief. The selection for random testing will be done on a non-discriminatory basis where each employee has an equal chance of being selected. The Town agrees to discuss the selection process with the Union prior to engaging in random drug testing.

3. Absence from Duty.

An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first seven (7) calendar days after his or her return to active duty.

4. Post-Incident.

An employee involved in an incident on the job which involves serious property damage, is life threatening, or involves serious bodily injury, or unsafe practice or violation of a safety rule, standard, or policy, may be directed by the Chief to submit to a drug and/or alcohol test.

5. Reasonable Suspicion.

An employee may be tested where the facts are sufficient to constitute reasonable suspicion of unauthorized use of a controlled substance and/or alcohol. Such determination shall be made by the Chief or the Chief's designee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable person to suspect that an employee is using or is under the influence of drugs or alcohol so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts. The credibility and reliability of information obtained shall be weighed in determining the presence or absence of reasonable suspicion.

6. Follow-up Testing.

An employee who has violated this Policy may be required to submit to follow-up testing as a condition of his or her continued employment. A program of follow-up testing will be set forth in writing and will continue for a set period of time. During such follow-up testing period, the employee may be subject to random or unannounced testing for drugs and/or alcohol.

7. Failure to Submit to Testing.

A failure or refusal to submit to testing as outlined above, or refusal to cooperate with the department or testing laboratory, shall be treated as Prohibited Conduct under Section A of this Policy and, in addition, shall be considered insubordination warranting discipline under a just cause standard pursuant to the Agreement.

D. Drug and Alcohol Testing Procedures.

1. Collection.

An employee subject to drug or alcohol testing will be directed by the Chief or Chief's designee to report at a specified time to the testing site. In the case of random, post-incident, reasonable suspicion or follow-up testing, the employee to be drug and/or alcohol tested will be notified of the test requirement just prior to obtaining the urine sample or breath alcohol test. Advance notification of the testing will not be given, in any circumstances, to ensure the

integrity of the test/sample.

The employee will be accompanied by the Chief or a designated officer assigned to bring the employee to the testing facility. Collection of a urine sample will be supervised by qualified medical personnel, in accordance with the procedures established by the testing laboratory. Employees reporting for a drug test should be prepared to produce picture identification. If an employee has taken any prescription drugs, or has any other reason to believe that the test will result in a false positive, the employee must inform the testing laboratory before taking the test.

2. Processing.

The testing officer or testing laboratory will maintain the sterility of the sample (split) and the integrity of the sampling process by executing the chain-of-custody process for the sample given and all related documentation. Drug testing will be performed in accordance with federal government standards, under the supervision of qualified medical and laboratory personnel employed by the testing laboratory

If the results of the initial test are negative, the testing laboratory will advise the medical review officer ("MRO") that the drug test for the employee was negative. No additional tests on the specimen will be done.

If the results of the initial test are positive, a split sample shall be preserved for independent analysis. In the case of an initial positive test result, the employee may request the MRO to send the second (or split) specimen to a different certified lab for testing. If an employee wants the split specimen tested, the employee must advise the MRO within 72 hours of being notified of the positive test result of the primary specimen. The employee is responsible for the cost of analysis of the split specimen.

An alcohol test shall be deemed positive only if it is registered at or above a level of .02.

3. Reporting of Results.

The results of a drug or alcohol test will be reported verbally and in writing to the Town Manager and the Chief or the person he/she designates to receive those results.

Positive Results. Before a positive test is reported to the Town by the testing laboratory, the MRO will consider whether the positive test result was caused by legal drug use (pursuant to a validly obtained prescription). The MRO shall require that the employee produce any necessary written proof: and the employee shall authorize the MRO to obtain further information from his or her health care providers. If the MRO determines that the employee's explanation is medically corroborated by the test results (e.g., the substance identified in the test is contained in the prescribed drug) then the test will be reported to the Town as "negative". Note that medical marijuana is not a valid explanation for a positive drug test result. The laboratory will not provide to the Town any information it learns concerning prescription drugs (excluding medical marijuana) that the employee is taking pursuant to a validly obtained prescription. If the MRO is unable to obtain the employee's cooperation in order to make this determination, the positive result will be reported to the employer.

4. The Testing Laboratory.

The testing laboratory shall be selected by the Town from among laboratories that are certified by the State or Federal Government.

5. Prescribed Drugs.

An employee utilizing any prescribed medications or controlled substances that may affect their ability to safely perform assigned duties must immediately report this treatment to the Chief. It shall be the employee's responsibility to determine from their healthcare provider whether a prescribed treatment may impair job performance and/or disqualify them from serving as a Police Officer. Failure to report the use of said prescribed medication or a controlled substance may subject an employee to disciplinary action, up to and including dismissal. In the event there is a question regarding an employee's ability to safely perform assigned duties, clearance from the employee's healthcare provider will be required.

E. Enforcement.

1. Any employee who violates this Policy will be subject to discipline up to and including discharge. In such a case, the employee's continued employment may be subject to certain conditions, which may include participation in a rehabilitation program and/or follow-up drug and alcohol testing.
2. In the case of the first offense involving the abuse of alcohol or validly obtained prescription drugs, the Town, at its discretion, may take disciplinary action exclusive of discharge. To qualify for this safe harbor for the first offense, the employee shall be required to meet the following conditions:
 - a. The employee will be screened and evaluated for substance abuse by a substance abuse professional ("SAP") designated by the Town.
 - b. The SAP will provide the results of the screening and evaluation to the employee and to the Town, along with the SAP's recommendations for treatment. The employee shall take any necessary steps to release the SAP to communicate and share information with the Town.
 - c. The recommended treatment plan will be set forth in writing and shall include a set period of follow up testing, based upon the recommendation of the SAP. The employee shall be required to abide by all aspects of the treatment plan.
 - d. The employee shall bear the responsibility for the cost of the evaluation and any treatment recommended, to the extent it is not covered by health insurance. Any leave required for the purpose of attending treatment, or due to the employee's incapacity to perform the essential functions of the job, shall be unpaid. However, unpaid leave may be covered by accrued paid leave to the extent permitted by the Town's Family and Medical Leave Policy, except where the leave runs concurrently with a disciplinary suspension.
 - e. Failure to abide by the conditions herein, or the treatment plan, or any subsequent violation of this Policy, shall subject the employee to discipline up to and including discharge separate and apart from any discipline imposed by the Town as a result of the first positive test.
3. Nothing in this Article shall preclude the Department from disciplining or discharging an

employee under a just cause standard for any misconduct engaged in by them collateral to the use of an illegal drug or the abuse of alcohol (e.g., assault and battery), provided that the fact of a positive screening result for illegal drugs or alcohol may not be used in any way in proving such misconduct.

F. Employee Assistance Program

Any Town employee may receive assistance with treatment of a drug or alcohol dependency problem through the employee assistance program ("EAP"). Employees may voluntarily request such help or the Town may require participation in the EAP as a condition of continued employment. An employee's participation in the EAP is treated confidentially. Participation in any program or treatment through the EAP will not be disclosed to the Town without the participant's written permission. In cases where participation in the EAP is required as a condition of employment, the employee will be required to permit the Town to be informed only whether the employee is participating as required (i.e., keeping scheduled appointments).

G. Peace Officer Standards and Training (POST)

A violation of this policy will be reported to POST to the extent such reporting is required by POST.

Randolph Police negotiations
EXHIBIT A: Paid Details Language

Note: The following is the revised language developed by Locals 34 and 18, and shared with the Chief for review. Proposed revisions/additions are made in track changes for easier review.

Article VIII – Paid Details – Replace the existing language in Article VIII with the following:

Section 1:

- a. The Town agrees that the following provisions shall govern the assignment of extra paid details to employee(s) where the detail is to be paid for by a Town department or by a governmental body or by an outside individual, group or corporation or organization. A paid detail is work performed in addition to the regular tour of duty, for which additional compensation is received.
- b. A paid detail for a Town Department is a detail which is paid out of the Town Department budget without any payment, contribution or reimbursement to the Town Department or to the Town of Randolph.
- c. Since the Town has accepted the provisions of M.G.L. Ch. 44 Section 53C, the rate of details shall be increased by 10% and the 10% shall be retained by the Town for defraying the cost of administering the payment of details. The Town will retain the full amount of the administrative fee, and all details will be paid out of the dedicated detail account.
- d. All School Department details shall be paid at the overtime rate or one and one-half the officer's regular hourly rate of pay.

Section 2: Distribution/Procedure:

- a. A Randolph police officer who wishes to work a paid detail as described in Section 1, above, must do so during his/her off-duty time, meaning a time he or she is not scheduled to work for the Randolph Police Department or appear as a witness or complainant in the Courts.
 - 1. The assignment of officers to any paid details shall be administered by the current system of Detail Tracking System ("DTS") and/or as designated by the Chief of Police.
 - 2. Details performed between Sunday and Saturday of each week will be paid the following Thursday. Officers' detail weekly hours will be reset on Saturday in the afternoon and added to the yearly hours.
 - 3. Details scheduled for 6am to 4pm the following day will be filled the night before with overtime, Randolph details, and out-of-town details in that order. Details scheduled for 4pm will be filled that day at a reasonable time.
 - 4. Officers who are not available to work the full eight hours will be allowed to work hour for hour after four hours provided no one else is available to work the detail.

This will not change anything in the contract with regards to the automatic eight (8) hours of pay after four (4) hours as set forth above.

5. As of January 1st of any year, assignments of details and overtime work will be assigned as of the respective standing at the end of the last week of December of the previous year.
6. Permanent full-time officers are prohibited from working more than twenty (20) consecutive hours including paid details. Officers who work up to twenty (20) consecutive hours in any twenty-four (24) hour period must follow those hours with a minimum of eight (8) hours off. Permanent full-time officers may not accept a detail that would result in them working more than twenty (20) consecutive hours or taking less than eight (8) hours off after working twenty (20) consecutive hours.
7. Any permanent full-time officer who accepts any detail or overtime work after calling in sick within the period prescribed in the contract shall be assessed an additional (7) days penalty and shall not be assigned any details or overtime work until twenty-four (24) hours after the seventh day.
8. Any officer who cancels or calls out sick from a detail will be assessed those hours if less than twenty-four-hour notice.
9. Any permanent full-time officer who fails to show up for a paid detail or overtime work assigned to him shall be penalized by being removed from the detail and overtime work for a period of seven (7) days for first offense, fifteen (15) days for second offense, and thirty (30) days for the third and subsequent offense. This period of penalization will be one year from the date of the first infraction. This penalty is separate and apart from any discipline imposed by the Town upon a finding that the police officer engaged in any misconduct or violation of Town/Department rules and procedures.
10. We will go by a 2-hour rule for everything, for a contractor cancelling a detail, overtime assignment being cancelled, member to come out of a detail, to bump a special from a detail, and to call in for time off (i.e., vacation, personal day, off/owed, and off/owed sick). This does not apply to an officer calling out sick; however members should give as much notice as possible.
11. If an overtime shift becomes available and is unfilled, an officer in that rank or another officer may elect to swap from a detail to the shift. Officers assigned to a detail will be offered an opportunity to opt out of their assigned detail and work the vacant overtime shift instead. Officers in the rank of the available overtime shift will be contacted first according to hours. Once the shift has been refused by the officers of that rank, it will be offered to the next rank and so on until the shift is filled.
12. All detail and overtime hours will be included in weekly and total hours (except court hours). Total weekly hours will be recorded as soon as possible to establish the accurate number of hours worked each week.

- 13. Hospital watches will be filled from the overtime list.
- 14. Officers who are on bereavement will not be allowed to work details or overtime for the day(s) he/she is on bereavement unless authorized by the Chief of Police or his/her designee. Officers on bereavement do not have to return for a shift prior to working a detail or overtime.

Section 3: Detail Rates:

Assignments to a paid detail described in Section 1 above shall be made only when the person, firm, corporation, group, government agency or Town department requesting such a detail has agreed to pay the following rates of pay and to abide by the following conditions:

- 15. A minimum of four (4) hours of pay for all details. If the detail goes beyond four (4) hours, the minimum will be eight (8) hours of pay except for Town and School Department details which shall have a 4-hour minimum and be paid in hour increments for time after four (4) hours). If the detail (other than Town and School Department details) goes beyond eight (8) hours, the minimum will be increased in 2-hour blocks (i.e., 10, 12, 14, etc.), with each 2-hour block being paid at a rate of one and one-half the detail rate.

For all private and construction road and utilities details, except for Town department payroll details, the rate of pay for paid details will be seventy-five dollars (\$75.00) per hour effective July 1, 2026; seventy-eight (\$78.00) effective July 1, 2027; and eighty (\$80.00) effective July 1, 2028 for all officers. If there are three officers on a detail or hired by the contractor/private vendor, the senior officer will receive a rate of pay five dollars (\$5.00) more than the current detail rate. If six officers are required on a detail or hire by a contractor/private vendor, the senior officer/sixth officer would receive ten dollars (\$10.00) more than the current detail rate.

- a. The rate of pay for all Town Department payroll paid details (e.g., Department of Public Works and School Department) shall be time and one-half the regular rate of pay of the officer working.
- b. Except for Town Department payroll paid details, the rate of pay for any work performed for a private contractor/vendor after eight (8) hours, from 7pm-7am, Friday at 7pm to Monday at 7am, and holidays will be paid at time and one-half of the current detail rate.
- c. The rate of pay shall be determined based on the start time of the detail and remain consistent throughout the detail.

Section 4: Sick Leave

An employee who has taken between one (1) and three (3) sick leave days must wait twenty-four (24) hours after calling out sick before being eligible for overtime/details.

An employee who has taken between four (4) and seven (7) sick leave days must work two (2) consecutive shifts on their assigned shift before being eligible for overtime/details.

Any employee who has used more than seven (7) sick leave days in a fiscal year shall not be eligible for paid details or overtime work for thirty (30) days from the date of the employee's return to duty following his or her use of additional sick days. Employees shall incur a thirty (30) period of ineligibility for each sick day used over seven (7) days. An employee who exhausts his or her sick time shall be ineligible to work details or overtime for the remainder of the year. Sick leave usage amounts shall reset every fiscal year. The Chief may grant exceptions to this section on a case-by-case basis. Family sick days and sick leave used as part of an approved FMLA Leave shall not count towards an employee's total usage for purposes of limiting detail and overtime eligibility.

Section 5:

Only a permanent, full-time police officer of the Randolph Police Department or special officers shall be assigned a detail to ensure the safety of the public when work is being performed on a public way that affects the normal flow of traffic or where work could be considered hazardous to the safety of the public. The determination of the need will be made by the Police Chief or his designee.

Section 6:

All Holiday rates will begin at 6pm the evening before all holidays listed in Article VII, section 1.

Section 7: OUT OF TOWN DETAIL

Out of town details are allowed in this section for outdoor road details, subject to the following conditions:

1. Department overtime must be filled first.
2. Randolph details take precedence.
3. If the Town requesting the detail does not handle billing for out-of-town officers, the billing will be handled by the Town of Randolph. Any administrative fees collected shall be retained by the Town of Randolph.
4. Randolph Police Officers may not work out of town details at liquor establishments such as bars, nightclubs, and lounges without written approval from the Chief of Police except that officers may be permitted to work details at Gillette Stadium.

Section 8: STRIKE DETAILS

A minimum of two police officers shall be assigned to any dispute when, in the judgement of the Chief of Police, the dispute is likely to be confrontational. A police officer working a strike or picket detail shall be compensated at two and one-half (2 ½) times the detail rate.

Council Order: 2026-032

**Introduced by: Town Manager Brian Howard
April 27, 2026**

**Transfer of General Fund Free Cash
For Emergency Mechanical Repairs at Stetson Hall**

To see if the Randolph Town Council will vote to transfer \$65,000.00 from certified General Fund Free Cash for the purpose of funding emergency mechanical repairs at Stetson Hall consisting of repairs and restoration of the heating and cooling systems, including critical repairs to the building's chiller and boiler systems, in order to ensure continued operation, prevent further system failure, and stabilize building conditions.

Explanation: As part of ongoing efforts to preserve and maintain Stetson Hall, the Town recently initiated a regular preventative maintenance program for the building's heating and cooling systems. Through this process, it has become evident that both the chiller and boiler systems are experiencing significant mechanical issues requiring immediate attention.

Chiller System: The chiller is exhibiting signs of a refrigerant leak and requires a full system charge, pressure testing, leak identification, and necessary repairs. Additionally, the water-side heat exchanger is heavily fouled and requires a complete cleaning utilizing a RYDLYME treatment and system flush. It was also discovered that, while a water treatment system had previously been installed, it was never connected or utilized. This request includes connecting and activating that system, which will then be incorporated into the Town's ongoing preventative maintenance program. **Estimated cost: Not to exceed \$30,000.**

Boiler System: The rear section of the existing Weil-McLain boiler has failed and requires full disassembly of the unit to determine whether a seal kit replacement or full section replacement is necessary. This process requires disconnecting system piping and temporarily taking the boiler offline. In addition, the system currently provides domestic hot water; however, to improve efficiency and reduce long-term operating costs, a separate electric hot water heater will be installed to eliminate the need for year-round boiler operation. Lastly, a failed water circulator pump must be replaced to restore system functionality. **Estimated cost: Not to exceed \$35,000.**

These repairs are necessary to ensure the continued safe operation of Stetson Hall, prevent further deterioration of critical building systems, and support the long-term preservation of this historic facility.

Council Order: 2026-033

**Introduced by: Town Manager Brian Howard
April 27, 2026**

**Transfer of General Fund Free Cash to Fund
Financial Consultants (CLA)**

To see if the Randolph Town Council will vote to transfer \$50,000.00 from certified General Fund Free Cash for the purpose of funding work by financial consulting firm CLA (Clifton Larson Allen LLP) for the Town of Randolph through the end of FY 2026.

Explanation: The Town Account/Finance Director position is currently vacant. The Town has hired financial consulting firm CLA to cover the duties of that position until that position is filled. This transfer should cover the costs of CLA's work for the Town through the end of FY 2026.