

AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND THE
STOUGHTON POLICE SUPERIOR OFFICERS,
MCOP, LOCAL 461

EFFECTIVE JULY 1, 2020 - JUNE 30, 2023



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ARTICLE I

RECOGNITION

The Town hereby recognizes the Stoughton Police Superior Officers, MCOP, Local 461 as the exclusive representative and bargaining agent for the following bargaining unit: all full time and regular police officers in the Stoughton Police Department in the ranks of Captain, Lieutenant, and Sergeant.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject of negotiations.

ARTICLE II

DISCIPLINARY ACTION

Section A. The Town agrees that no permanent employee(s) shall be charged, suspended, removed, dismissed or discharged in any manner without formal written notification as provided under the Civil Service Laws, Rules and Regulations per MGL Chapters thirteen (13) and thirty-one (31). No employee shall be disciplined without just cause. Written and/or oral reprimands shall not be considered disciplinary actions for the purpose of this Article.

Section B. The Town agrees that any interview(s) or hearing(s) attendant to a disciplinary action, an employee(s) shall have the opportunity to secure the services of Counsel of his choosing to be present for his representation at all proceedings.

ARTICLE III

EMPLOYEE FILES

Section A. The Town agrees that an employee shall reserve the right upon request at reasonable times, except in case of emergency, to examine his personnel file and to be allowed a copy of any or all information contained therein.

Section B. The Town agrees that the employee(s) shall have the right to answer in writing any material filed and to have the document included within the file.

Section C. The Town agrees that the employee(s) shall have the right to have that portion of the personnel file removed by use of the grievance procedure on the grounds that the information within his file is ruled by proper procedure and authority to be improper, incorrect or irrelevant to the employment relationship.

Section D. The Town agrees not to reveal information contained within the employee(s) file to any other source outside management of Town government except for:

1. Matters of Public Record
2. Records subpoenaed by law
3. That which is consented in writing by the employee(s).

ARTICLE IV

PAYROLL DEDUCTION AND ASSOCIATION FEES AND DUES

Section A. All members of the bargaining unit are hereby notified that they are subject to the provisions of M.G.L. c. 150E, Section 5, as amended by Chapter 73 of the Acts of 2019.

Section B. The Town agrees that payroll checks shall be accompanied by an itemized voucher listing deductions on those occasions when there is a change in compensation.

ARTICLE V

HEALTH, LIFE AND ACCIDENT INSURANCE

Section A. The Town agrees to provide health, life and accident insurance with the Town paying at least fifty percent (50%) of the premium.

Section B. The Town agrees that each employee shall be covered with an accidental death policy in the amount of one hundred thousand dollars (\$100,000.00) for "line of duty loss of life".

Section C. The Union agrees that upon reasonable notice from the Town, it will meet at reasonable times and at reasonable



intervals for the purpose or participating in negotiations with the Town, and at the Town's option with the bargaining representatives of other Town employees, concerning changes to the Town's health and hospitalization plan. Negotiations will include without limitation, changes in plan design, employee contribution rates, co-pays, deductibles and the cost of prescription drugs. By agreeing to this provision, neither party is waiving any rights that it may otherwise have under the terms of the collective bargaining agreement.

ARTICLE VI

FALSE ARREST INSURANCE

The Town agrees to purchase a false arrest insurance policy covering the employees for any incurred liability as the result of their performance of their regular law enforcement duties.

ARTICLE VII

INJURY LEAVE AND SICK LEAVE

Section A. The Town agrees that when an employee is absent from duty because of an injury or illness sustained in the line of duty for which he would be entitled to compensation will receive compensation under the provisions of M.G.L., Chapter 41, Section 111F.

Section B. The Town further agrees that sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

1. Illness or injury, except where directly traceable to the employment by an employer other than the Town.
2. When an employee is required to undergo medical, optical or dental treatment and such treatment cannot be accomplished during off-hours.
3. When the serious illness of employee's immediate family requires his personal attendance.



Employees returning from a sick leave or disability leave of a four or more day duration may be required to submit a signed Doctor's Certificate stating the reason(s) for use of sick leave or disability leave and a release to return to work as a police officer.

Section C. Sick leave shall be earned at the rate of 10.67 hours (one and one-third (1 1/3) days) per month. It shall be earned on a prorated basis if an employee's appointment is made during the fiscal year. Accumulation of unused sick leave shall be unlimited.

Section D. Effective July 1, 1991, employees with perfect attendance in any two consecutive calendar months shall have eight (8) hours (one (1) day) added to their vacation time with a maximum accumulation of 48 hours (six (6) days) per fiscal year. Earned hours must be taken individually in the same fiscal year they are earned. Any fraction or portion of earned time less than 8 hours may be carried over to the next fiscal year. In the event earned time for the month of June increases an amount less than 8 hours to an amount of 8 hours or more, then that earned time may be carried over. Further, earned time will be granted in accordance with Article XVI, Section 2.

Section E. Sick leave shall accumulate during such leaves of absence, with pay, and during that time an employee is on authorized sick leave or vacation time.

Section F. When an employee is out on sick leave, he shall not be eligible for an overtime shift or paid detail for a period of one (1) day beginning with the first day after sick leave. This shall not apply when an employee is out due to a job related injury

ARTICLE VIII

BEREAVEMENT LEAVE

Section A. The Town agrees that each employee of the Bargaining Unit shall be granted leave without loss of pay in the event of a death of his immediate family or certain relative(s). Such leave shall not be more than five (5) calendar days beginning with the commencement of the leave. The term(s) "immediate family" or "relatives" shall mean and include the following:

1. Parents
2. Parents-in-law

3. Brother/Sister
4. Spouse
5. Significant Other
6. Children, Step-Children
7. Brothers/Sisters-in-law
8. Grandparents
9. Grandchildren
10. Relative living in same household

Each employee shall be granted one (1) day of leave without loss of pay to attend the funeral services of a grand parent-in-law.

Section B. The Town further agrees that any additional death leave days may be granted by the Chief of Police at his discretion and not be deducted from an employee's sick leave days.

ARTICLE IX

SPECIAL LEAVE

The Town agrees that an employee may be granted special leave with pay for a day on which he is able to secure another qualified employee to work in his place; said special leave to be for an unusual occurrence or for some purpose not in the normal course of events. This leave may be allowed provided:

1. Such substitution does not impose any additional cost to the Town.
2. The Chief of Police or his designee must be notified in writing by the employee of the date and name of the substituting officer at least one (1) day prior to its becoming effective.
3. In case of emergency, arrangement may be made on a shorter term.

ARTICLE X

PERSONAL DAYS

The Town agrees that each employee of the Bargaining Unit shall be granted, upon forty-eight (48) hours written notice to the Chief of Police or his designee, 16 hours (two (2) days) of absence from duty without loss of pay for personal business by



the Chief of Police or his designee. Approval shall not be unreasonably withheld.

During the life of the 2016-2019 CBA, the crediting of personal time shall be transitioned from a calendar year to fiscal year basis. Said transition shall be phased in as follows:1/1/17- Employees credited with full 16 hours (2 days) personal leave allotment.

7/1/17- Employees credited with one half (1/2) of their personal leave allotment; 8 hours (1 day).

1/1/18- Employees credited with the other half (1/2) of their personal leave allotment; 8 hours (1 day).

7/1/18- Employees receive their full personal leave allotment, 16 hours (2 days), and the transition to fiscal year is complete.

ARTICLE XI

HOLIDAYS

The following eleven (11) days shall be considered holidays and shall be compensated as explained below:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Patriots Day
5. Memorial Day

Each member shall receive payment for the above five (5) paid holidays on the first payroll week in June.

6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

Each member shall receive payment for the above six (6) paid holidays on the first payroll week in December.

Effective as of May 2017, officers shall receive double time for all hours worked on Thanksgiving and Christmas. For purposes of this provision, Christmas will be defined as 4:00pm on December 24 to 4:00pm on December 25. Effective upon



funding of the 2020-2023 Agreement, when working a regularly scheduled shift on any of the nine other holidays listed above, officers shall receive straight time pay for all hours worked on the holiday, plus compensatory time at a half time rate for all such hours worked.

ARTICLE XII

LONGEVITY

Effective July 1, 2020, the existing longevity benefit will be eliminated and will be replaced with five (5) year, twelve (12) year and twenty-five (25) year steps on the salary scale with said steps measuring one percent (1%), one and one-half (1.5%) and three and one quarter percent (3.25%), respectively, higher than the step that precedes it. Notwithstanding the elimination of the separate longevity benefit, this provision will be retained by the parties in all future collective bargaining agreements for historical purposes.

ARTICLE XIII

COURT ATTENDANCE

Section 1. The Town agrees that when an employee attends proceedings at either criminal or civil court after his/her regular shift on either a hearing, arraignment, or trial in accordance with a line of duty performance, he/she shall be paid a minimum of four (4) hours pay at a time and one-half (1 1/2) rate and time and one-half (1 1/2) rate for any portion of an hour thereafter.

Section 2. The Town agrees that if an employee appears at proceedings at either criminal or civil court after his/her regular shift or on a paid vacation day, he/she shall be paid a minimum of four (4) hours at a time and one-half (1 1/2) rate and time and one-half (1 1/2) rate for any portion of an hour thereafter. He/she shall also be compensated one and one-half (1 1/2 days) of supplemental vacation if he/she appears on a paid vacation day.

Section 3. The Town agrees that any employee who is off duty and required to sign a complaint in Court will be paid five dollars (\$5.00) as a fee therefore.



ARTICLE XIV

UNIFORMS AND EQUIPMENT

Section 1.

Effective June 30, 2020, a total of \$1,200.00 will be added to all police officers' base pay and the annual uniform allowance will no longer be provided. Notwithstanding the elimination of the separate uniform allowance, this provision will be retained by the parties in all future collective bargaining agreements for historical purposes. July 1, 2020 is the first work day that is affected by this roll-in.

Each employee will be required to maintain his/her clothing and equipment to standards established by the Chief of Police and purchase his/her clothing and equipment only at vendors approved by the Chief of Police.

Section 2. It is hereby agreed by both the "Town" and the MCOP Local 461 that all uniforms and equipment shall be the property of the employer and upon discharge, retirement or death shall be returned to the employer but that in the interim shall be in the custody of the employee.

Section 3. The "Town" agrees to repair or replace all uniforms and/or equipment damaged in the line of duty. The said loss or damage is to be reported to the Chief of Police or his designee in writing by the employee within forty-eight (48) hours of the incident. These items shall not be charged to the employee's individual clothing vouchers.

Section 4. The Town agrees to provide an annual cleaning and maintenance allowance to be distributed in the following manner:

- A. Uniforms and Plainclothes Officers - \$500.00
- B. Dog Handlers - \$250.00

Such clothing allowance shall be paid into a revolving fund established by the Town and distributed to officers upon presentation of a receipt.

Section 5. The "Town" further agrees to furnish each employee assigned to the Detective Division on a permanent basis a



separate voucher in the sum of Three Hundred Twenty Five (\$325.00) dollars for the purchase of civilian clothing for the performance of his/her duties as detective, for each and every year he/she is so assigned.

Section 6. The Town agrees to furnish each employee assigned as a dog handler, on a permanent basis, a separate voucher for the purchase of items and/or materials for the care and maintenance of the dog.

ARTICLE XV

GRIEVANCE PROCEDURE

(A) PURPOSE - The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so to insure efficiency and employee morale. Complaints, disputes, or controversies or any kind which arise between one or more employees and the Town or its agents, concerning the working conditions, hours of work, wages, fringes or rates of pay referred to in this Agreement, or which are provided for by statute, charter provision, ordinance, rules, regulation or policy, which is not in conflict with this Agreement may be processed as a grievance under the following procedures:

Step 1. A grievance shall be presented by the employee in writing to the Chief within fifteen (15) working days of the occurrence or reasonable knowledge of the occurrence giving rise to the grievance. The Chief shall render a decision in writing within seven (7) working days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be referred to the Town Manager by MCOP Local 461 and only by MCOP Local 461 within ten (10) working days of receipt of the Step 1 answer. The Town Manager shall respond in writing with his decision within twenty-one (21) working days of receipt of the grievance.

Step 3. If the grievance is not adjusted satisfactorily at Step 2 it may thereafter be submitted within thirty (30) working days after receipt of Town Manager's response or date that that response is due. The parties hereto shall share equally in the cost of the arbitration proceeding. Each party, however, will pay for its own costs of preparation and presentation before the Arbitrator.



All grievances shall be presented in writing. Any of the time limits outlined in this article may be changed at any time by mutual agreement of the parties in writing.

Each party shall have the right to employ a public stenographer or use a mechanical recording device at any step in the proceedings.

The decision of the Arbitrator shall be final and binding on the parties covered by this Agreement.

The grievance and arbitration procedure hereunder shall not apply to any action of the Town which is subject to the review of the Contributory Retirement Board or Civil Service Personnel Rules and Regulations.

Failure to comply with the time limits for moving through the steps of the grievance will constitute a waiver of the employee's rights to proceed to the next step.

ARTICLE XVI

HOURS OF DUTY

Section 1. Employees shall work a four (4) day on, two (2) day off work schedule, to be assigned by shift as follows:

First Shift	11:45 p.m. - 8:15 a.m.
Second Shift	7:45 p.m. - 4:15 a.m.
Third Shift	3:45 p.m. - 12:15 p.m.

Section 2. As it has been common and consistent practice for the Superior Officers of the Stoughton Police Department to arrive at the Police Station prior to the contractual agreed upon time, additional earned time will be granted based on the below stated and agreed upon terms:

A. Superior Officers are responsible for obtaining all information necessary for Roll Call formations that are scheduled to begin at 15 minutes prior to the hour.

B. In fulfillment of that requirement Superior Officers arrive at the Police Station earlier than the time stipulated in the Collective Bargaining Agreement.

C. In the time prior to roll call they must:



1. Familiarize themselves with all of the activity of the Police Department in the previous 24 hour period.
2. Converse with the on-duty shift commanders and supervisors to ascertain items of importance that may not be in the Police Department Daily Log.
3. Review vacation, sick leave and other special leaves granted to determine shift staffing levels.
4. Review the cruiser availability board to determine which marked cruisers are available for assignment.
5. Develop duty rosters assigning shift personnel to cruiser and sector assignments, and other special assignments that may arise.
6. Review the most current Investigative Reports for vital information that must be relayed to oncoming officers.
7. Perform any other vital function necessary for preparing the Patrol Officers for their tour of duty.

D. For performance of these above detailed duties, and others that may arise from time to time, the following is stipulated and granted effective upon the ratification of any other agreement between the Town of Stoughton and MCOP Local 461.

E. From July 1, 2013 until June 30, 2014, for each normally scheduled shift worked by a member of MCOP Local 461 he/she will be granted thirty (30) minutes of earned time. This time can only be taken when it will not create an overtime shift for Superior Officers. Only eight of these extra earned hours can be carried over into the next calendar year without prior permission of the Chief of Police. In addition to the foregoing, each officer shall receive a stipend of two hundred dollars (\$200.00) per year, payable on the first pay period in February.

From July 1, 2014 until the date of ratification of the 2020-2023 Agreement, for each normally scheduled shift worked by a member of MCOP Local 461, he/she will be paid at his/her straight time rate for thirty (30) minutes of earned time.

Effective upon the date of ratification of the 2020-2023 Agreement, for each normally scheduled shift worked by a member of MCOP, Local 461, he/she/ will be granted thirty (30) minutes of earned compensatory time.

F. Employee(s) required to work on their day(s) off for a full eight (8) hours or less, will be paid not less than four (4) hours minimum at time and one-half the rate of their regular



pay. Employees will be required to work the minimum four (4) hours.

Section 3. After July 1, 2013, when a permanent shift opening occurs, the Chief of Police or his designee shall post such vacancy in a conspicuous place for at least seven (7) days prior to filling said opening. Employees shall request the vacancy in writing to the Chief of Police within the seven day period. Employees shall be given preference based on seniority and experience in the filling such vacancy.

ARTICLE XVII

WAGES

Section 1. The Town and the MCOP Local 461 agree to the wage scale set forth in Attachment A hereto. The rates set forth in Attachment A are inclusive of the following increases:
Effective July 1, 2019 by 1.5% (from prior 1 year agreement)
Effective July 1, 2020 by 2.5%
Effective July 1, 2021 by 2.0%
Effective July 1, 2022 by 3.25%

In addition, effective July 1, 2020 the two and a half percent (2.5%) accreditation stipend has been added to all police officers' base pay set forth in Attachment A hereto and the annual accreditation stipend will no longer be provided. Notwithstanding the elimination of the separate accreditation stipend, this provision will be retained by the parties in all future collective bargaining agreements for historical purposes.

Section 2. In the case of an officer being promoted, the promoted officer will be placed at the step in the promoted pay grade that yields a minimum of a 15% increase over the promoted officer's then current rate of pay except that the newly promoted officer's step shall be no higher than the lowest paid existing officer in the promoted rank.

Section 3. Effective July 1, 2017, an annual "accreditation stipend" shall be paid to all officers in the amount of 2.5% of base pay. Said amount is to be paid to officers in equal installments in each bi-weekly pay period as a stipend and not to be included in the determination of overtime rates.



Section 4. Effective July 1, 2006 Officers regularly assigned to a shift other than the day shift shall have added to their regular salary a night shift differential of twelve (\$12.00) dollars per shift, regardless of whether the employee works or does not work such an assigned shift. Night differential will not be paid to officers who work a day shift on an overtime basis to replace regularly assigned officer.

Effective July 1, 2017, officers regularly assigned to the evening shift shall have added to their regular salary a night shift differential of two dollars and fifty cents (\$2.50) per hour, regardless of whether the employee works or does not work such an assigned shift. Night differential will not be paid to officers who work a day shift on an overtime basis to replace regularly assigned officer. Effective July 1, 2018, the evening shift differential shall increase to two dollars and seventy-five cents (\$2.75) per hour.

Effective July 1, 2017. officers regularly assigned to the midnight shift shall have added to their regular salary a midnight shift differential of two dollars and seventy-five cents (\$2.75) per hour, regardless of whether the employee works or does not work such an assigned shift. Midnight differential will not be paid to officers who work a day shift on an overtime basis to replace regularly assigned officer. Effective July 1, 2018, the midnight shift differential shall increase to three dollars (\$3.00) per hour.

Notwithstanding the foregoing, no employee shall be eligible for, nor shall he/she be entitled to receive any shift differential payment(s) during any period of absence from work while on injured on-duty leave.

Section 5. MCOP Local 461 agrees to allow the Town to implement a bi-weekly payroll system during the life of this Agreement after 60 days prior notice on the condition that all other Town bargaining units under the jurisdiction of the Board of Selectmen also agree to conversion to such a system.

Section 6. Section 125 Plan

The Town agrees to allow the members of the bargaining unit represented by MCOP Local 461 to participate in a so-called "Cafeteria Plan" established pursuant to Section 125 of the Internal Revenue Service Code in order to allow such employees to utilize pre-tax income to pay their contributions toward the

premium cost of health and life insurance pursuant to Massachusetts General Laws, Chapter 32B.

ARTICLE XVIII

EXTRA PAID DETAILS

Section 1. 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 government or by a governmental body or by an outside individual, group or corporation or organization.

- A. All extra paid details shall be offered to all permanently employed employees, distributed alphabetically on a rotating basis with assignment made by the Chief of Police or his designee. There shall be kept a record of such distribution of extra paid details and said record shall reflect the date that the detail was offered, the detail offered, the dollar value of the detail and whether or not the employee(s) accepted or refused the detail. The record of assignments and/or payments of said details shall be posted in a conspicuous place within the confines of the Police Station.
- B. The Town further agrees that once the list of permanent employees has been exhausted, special police officers may be appointed by the Chief of Police or his designee forty-eight (48) hours prior to the scheduled detail. It shall be understood that a permanent employee reserves the right to supersede the appointment of a special police officer at least twenty-four (24) hours prior to the detail.
- C. Details will be paid at \$50.00 per hour in four (4) hour blocks. Effective upon ratification of this 2020-2023 Agreement, the private detail rate will be increased to \$55.00 per hour. Any private detail that requires an officer to work more than eight (8) hours will require the employee to be paid at time and one-half the detail rate after eight (8) hours.

For private details that take place between the hours of 12:00am and 6:00am, an evening rate will be paid at



\$60.00 per hour for actual hours worked. Effective upon ratification of this 2020-2023 Agreement, the night detail rate will be increased to \$65.00/hour.

- D. Strike details will be paid at \$62.00 per hour. Effective upon ratification of this 2020-2023 Agreement, the strike detail rate will be increased to one and half times the applicable detail rate.
- E. Effective upon the ratification of this 2020-2023 Agreement, an "emergency detail" and "alcohol detail" shall be established at a rate of \$65.00 per hour. An "emergency detail" shall be any detail which is requested on the same day in which the detail is scheduled to start. Additionally, the Chief of Police or her designee(s) may deem any other detail a so-called "emergency detail" in his/her sole discretion. DPW water main breaks or other DPW details brought about by a bona fide, unforeseen emergency shall be excluded from the definition of "emergency detail" for purposes of this section.

An "alcohol detail" shall be a detail in which alcoholic beverages are being offered for sale or consumed on the premises or in the area where the officer is conducting the detail.

ARTICLE XIX

VACATION

Section 1. The Town agrees that each employee shall be granted the following amounts of vacation:

- A. After six (6) months of employment, 56 hours (one (1) week of a total of seven (7) days);
- B. After one (1) year of employment, 112 hours (two (2) weeks of a total of fourteen (14) days);
- C. After five (5) years of employment, 168 hours (three (3) weeks of a total of twenty-one (21) days);
- D. After ten (10) years of employment, 224 hours (four (4) weeks of a total of twenty-eight (28) days);

Four (4) days (32 hours) of an employee's annual vacation allotment will be exempted from the usual vacation rules in that the request will not be denied by the Chief of Police on the



basis that allowing use of said days will cause the Town to incur overtime.

During the life of the 2016-2019 CBA, the crediting of vacation time shall be transitioned from a calendar year to fiscal year basis. Said transition shall be phased in as follows:

1/1/17- Employees credited with full vacation leave allotment.

7/1/17- Employees credited with one half(1/2) of their vacation leave allotment.

12/31/17- Employees must use all of their allotted vacation leave time with the exception of regular contractual carryover.

1/1/18- Employees credited with the other half(1/2) of their vacation leave allotment.

7/1/18- Employees receive their full vacation leave allotment and the transition to fiscal year is complete.

Section 2. For purposes of vacation assignment, the calendar year shall be broken down into the following time periods:

- A. January 1, through April 30th
- B. May 1st through August 31st
- C. September 1st through December 31st

Section 3. According to the management rights clause of this contract, the Chief of Police or his designee shall determine the number of employees allowed to be on vacation from each shift at any one time.

Section 4. Vacations shall be assigned according to seniority and by the first day of each vacation period. If vacation requested by an employee is not approved as requested, the employee may resubmit a second request within ten (10) days for consideration.

Section 5. Employee(s) may request a maximum of fourteen (14) working days of vacation leave in any one vacation period. This maximum may be exceeded at the discretion of the Chief of Police or his designee if staffing schedules allow. The fourteen (14) days limit shall be available to ALL employees



before the Chief of Police or his designee may allow any employee(s) to exceed fourteen (14) days vacation.

Section 6. All employees shall submit their requests in writing thirty (30) days prior to the start of each vacation period.

Section 7. Vacation time shall not be cumulative from year to year except for 3 weeks which may be held over to be used within nine (9) months of the end of the Fiscal Year in which they were otherwise to be taken. The Town Manager, after consultation with the Human Resources Director, may extend the period of vacation carryover for an individual employee if it is in the best interest of the Town.

ARTICLE XX

SEVERANCE PAY

Section 1. Employees shall be eligible for severance pay upon voluntary retirement or voluntary resignation from the Town's employment. Employee(s) are not eligible if they are terminated involuntarily from Town employment.

Section 2. Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with two hundred (200) or more unused sick days shall receive fifty percent (50%) of the number of accrued but unused sick days the employee has in excess of fifty (50) days up to a maximum of four hundred (400) days at the rate of seventy-five dollars (\$75.00) per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex: Employee with 500 sick days=(400 days
(maximum)-50 days) x. 50% @ \$75.00

Note: Employees with more than four hundred (400) sick days as of the date of ratification of this Agreement shall have their buyback benefit under this provision capped at the number of sick days that they have as of said ratification date.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with less than two hundred (200) unused sick days shall receive fifty percent (50%) of their



accrued but unused sick leave in excess of one hundred (100) days at the rate of seventy-five (\$75.00) dollars per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex: Employee with 199 sick days= (199 days -100 days) x. 50%@ \$75.00

In the event of the employee's death, payment of the accumulated sick leave shall be made to a beneficiary designated by the employee in writing or, in the absence thereof, to his or her estate.

In the event that an employee dies while employed by the Town due to a workplace accident, payment for all of the employee's unused sick leave regardless of the amount shall be paid to the employee's designated beneficiary or, in the absence thereof, to the employee's estate without any reduction.

Notwithstanding any provision of the Town's Personnel Bylaw or this Agreement, the foregoing shall be the only sick leave buyback benefits employees are entitled to receive.

ARTICLE XXI

SECONDARY EDUCATION

A. Bargaining unit members shall receive, in addition to their regular compensation, benefits as provided for in M.G.L. c. 41, § 108L. The Town of Stoughton, having accepted M.G.L. c. 41, § 108L, the so-called "Quinn Bill," will compensate bargaining unit members for all amounts due regardless of whether the Commonwealth appropriates sufficient funds for its "half."

B. Future employees who transfer from another department where they had been included in an education incentive program pursuant to M.G.L. c. 41, §108L shall be eligible for the benefits provided under Sec. /A.

C. In recognition of the benefits to the public to be derived through the continuing education of the employees covered by this Agreement, Sections A and B above shall



remain in full force and effect as a free standing contractual education incentive system notwithstanding the repeal of, or any amendment to, §108L.

D. The Town agrees to provide the following educational incentive benefits to employees who are not entitled to benefits pursuant to G.L. c. 41, §108L, because of the officer's date of hire or failure to enroll in qualifying course of study prior to October 1, 2009. The employee may be required to provide the Town with information sufficient to demonstrate that the program meets all such standards, requirements and qualifications.

- i. Associate's Degree in Criminal Justice or Public or Business Administration:
 - Effective July 1, 2020: \$3,300.00
 - Effective July 01, 2021: \$3,600.00
 - Effective July 01, 2022: \$3,900.00
- ii. Bachelor's Degree in Criminal Justice or Public or Business Administration:
 - Effective July 1, 2020: \$7,000.00
 - Effective July 01, 2021: \$7,500.00
 - Effective July 01, 2022: \$8,000.00
- iii. Master's Degree in Criminal Justice or Public or Business Administration:
 - Effective July 1, 2020: \$10,100.00
 - Effective July 01, 2021: \$10,700.00
 - Effective July 01, 2022: \$11,300.00

Payment pursuant to this section for educational incentives will be paid in the fiscal year following completion of the degree in accordance with the method of payment used for payments pursuant to M.G.L. c. 41, § 108L; provided that employee has previously advised the Chief of Police, by January 1, that he/she expects to obtain a degree by the end of that fiscal year. An employee failing to give the Chief of Police the requisite notice may, at the Town's discretion, have payment of the educational incentive benefit delayed for one fiscal year (with the employee, therefore, receiving a double payment in the following fiscal year).

E. All educational incentive whether pursuant to M.G.L. c. 41, § 108L or Section D above shall be paid the first payroll pay day in July and shall be included in and considered as base salary for purposes of calculating overtime. It is the parties' intent to include education



incentive as regular compensation under G.L. c. 32, to the extent permitted by law.

ARTICLE XXII

SPECIALISTS

Section 1. The Town agrees to provide funding for specialists. Additional specialist positions may be created by the Chief of Police with the approval of the Town Manager. MCOP Local 461 agrees that the appointment or removal of specialists shall be at the discretion of the Chief of Police as provided for below:

- A. All specialists positions shall be posted each and every year on May 15th and the appointment period for specialists shall be July 1st of that year through June 30 of the following year.
- B. The Chief of Police shall consider the following criteria in making appointments to Specialists positions: experience, education, health, past performance, seniority, and the best interest of the Town.
- C. Any officer appointed to a specialist position shall not be removed from the position during the period of the appointment except for just cause.
- D. The appointment and removal of specialists as provided herein is subject to the grievance procedure.
- E. It is agreed by both the "Town" and MCOP Local 461 that no one (1) employee shall be eligible for more than one (1) specialist's position per year unless there is a position available and no other Officer wanted, nor was assigned that position.
- G. Should any employee appointed to a specialist position be out on disability leave, sick leave or other leave of absence for a period of two (2) months or longer, their premium pay shall be reduced proportionately, should the leave of absence exceed six (6) months, specialist appointment shall be terminated.

Section 2. Specialists currently consist of the following classifications:

A. SAFETY OFFICER

The Safety Officer will be paid at the rate of Nine Hundred Dollars (\$900.00) per year for his duties, subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract. Effective July 1, 2017, said amount will be increased to One Thousand Dollars (\$1000.00) per year. Effective July 1, 2018, said amount will be increased to One Thousand Dollars Two Hundred Dollars (\$1200.00) per year.

B. DETECTIVE SERGEANT

A Detective Sergeant permanently assigned to the Detective Division shall be paid at the rate of twenty-nine hundred dollars (\$2,900.00) per year per man for duties subject to recall at the request of the Chief of Police and will be paid in accordance with the overtime section of this contract for any time worked in excess of his regular shift. Effective July 1, 2017, said amount will be increased to Three Thousand Two Hundred Dollars (\$3200.00) per year. Effective July 1, 2018, said amount will be increased to Three Thousand Six Hundred Dollars (\$3600.00) per year.

C. TRAINING OFFICER

The Training Officer will be paid at the rate of Nine Hundred Dollars (\$900.00) per year for his duties subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract. Effective July 1, 2017, said amount will be increased to Two Thousand Dollars (\$2000.00) per year. Effective July 1, 2018, said amount will be increased to Two Thousand Four Hundred Dollars (\$2400.00) per year.

D. DOG HANDLER

The Dog Handler shall be paid at the rate of Nine Hundred (\$900.00) dollars per year, subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract.



E. PUBLIC RECORDS/ACCREDITATION OFFICER

Effective July 1, 2017, the Public Records/Accreditation Officer will be paid at the rate of One Thousand Dollars (\$1000.00) per year for his duties, subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract. Effective July 1, 2018, said amount will be increased to One Thousand Two Hundred Dollars (\$1200.00) per year.

F. FIREARMS LICENSING OFFICER

Effective July 1, 2017, the Firearms Licensing Officer will be paid at the rate of Two Thousand Dollars (\$2000.00) per year for his duties, subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract. Effective July 1, 2018, said amount will be increased to Two Thousand Four Hundred Dollars (\$2400.00) per year.

G. SEX OFFENDER REGISTRY OFFICER

Effective July 1, 2017, the Sex Offender Registry Officer will be paid at the rate of Two Thousand Dollars (\$2000.00) per year for his duties, subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract. Effective July 1, 2018, said amount will be increased to Two Thousand Four Hundred Dollars (\$2400.00) per year.

H. FLEET MAINTENANCE SUPERVISOR

Effective July 1, 2017, the Fleet Maintenance Supervisor will be paid at the rate of Two Thousand Dollars (\$2000.00) per year for his duties, subject to recall at the request of the Chief of Police without regard to the minimum recall provisions of the overtime section of this contract. Effective July 1, 2018, said amount will be increased to Two Thousand Four Hundred Dollars (\$2400.00) per year.

MCOP Local 461 agrees that the Town can civilianize the fleet maintenance duties in its discretion and that upon doing so the stipend for the officer serving as Fleet Maintenance Supervisor shall end.



ARTICLE XXIII

LEAVE OF ABSENCE WITHOUT PAY

A Town employee who desires to engage in a course of study intended to increase his/her usefulness to the Town service, or for any other reason considered beneficial to the service may, upon recommendation of the Appointing Authority, be granted a leave of absence without pay for a period not to exceed six(6) months, provided such extended leave is approved by the Department of Civil Service. Upon the expiration of such leave, the employee shall be reinstated to the position he/she occupied at the time leave was granted and without loss of seniority rights. If necessary to the efficient conduct of the Town's business, employees on leave may be notified to return to their service prior to the time of the expiration of the leave. Should he/she fail to return within a reasonable time after such notification, the Appointing Authority may declare the position vacant and proceed to fill same in the usual manner.

ARTICLE XXIV

BARGAINING COMMITTEE SECURITY AND UNION BUSINESS LEAVE

The Town of Stoughton agrees not to discharge or discriminate in any way against employees covered by this agreement for bargaining committee or association activities.

Employees covered by this agreement shall be allowed time off for negotiations and grievances without loss of pay or benefits and without the requirement to make up said loss of time. Bonafide delegates MCOP Local 461 to the convention of the Massachusetts Police Association may, without loss of pay or benefits, attend conference of same.

Officers of the MCOP Local 461 shall be allowed time off for Union business if that need arises during regularly scheduled work hours.

ARTICLE XXV

INDEMNIFICATION

The Town of Stoughton agrees to comply with M.G.L. Chapter 258, Section 9 with respect to the indemnification of members of MCOP Local 461 for any civil actions or criminal actions brought



against them as a result of their performing their duties on behalf of the Town of Stoughton.

ARTICLE XXVI

MANAGEMENT RIGHTS

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. This includes, but is not limited to the right to:

- add or eliminate departments;
- require and assign overtime;
- increase or decrease the number of jobs;
- change process;
- assign work and work to be performed;
- schedule shifts and hours to work and lunch or break periods;
- hire;
- suspend;
- demote;
- discipline, or discharge;
- transfer or promote;
- layoff because of lack of work or other legitimate reasons;
- establish rules, regulations, job descriptions, policies and procedures;
- conduct orderly operations;
- establish new jobs;
- abolish and change existing jobs;
- determine where, when, how and by whom work will be done;

except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Town Manager, Board of Selectmen, Department Head or other appropriate officials as may be authorized to act on the Town's behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the employees covered by this.



By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate; provided, however, that the Town provides the Union with a copy of any new rules and, if the Union requests, bargaining over any changes in working conditions;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.



Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes with prior consultation with the Union.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

ARTICLE XXVII

RIGHT TO FIRST REFUSAL OF OVERTIME IF NO SUPERIOR IS ON DUTY

In the event there is no member of MCOP Local 461 working a particular shift, the members of the MCOP Local 461 shall be given an opportunity to work and fill such vacancy. If no member of MCOP Local 461 agrees to work, the Chief may appoint a patrolman as shift commander.

ARTICLE XXVIII

INJURY ON DUTY/LIGHT DUTY

Section 1. Whenever a member of MCOP Local 461 is incapacitated for duty because of an injury sustained in the performance of his/her duty without fault of his own, or a superior officer assigned to special duty by his/her superior, whether or not he/she is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he/she shall be granted leave without loss of pay for the period of such incapacity as herein provided.



Payment shall include only base weekly salary, holiday pay, educational incentive pay, longevity pay, and premium pay subject to the provisions of Article XVII.

Section 2. A Superior Officer so incapacitated for duty because of injury sustained in the performance of his/her duty shall promptly notify the Chief or such person as the Chief shall designate as to the circumstances of his/her injury and the extent of his/her incapacity. Except in unusual circumstances, failure to so notify the Chief or his designee within forty-eight (48) hours from the time the injury occurred will result in disqualification for benefits under this Article. If the Superior Officer does promptly notify the Chief, the Town agrees it will grant him/her leave without loss of pay until such time as the Town determines that for whatever reason, it is going to deny his/her claim. In the event the Town denies the employee's claim, it will forthwith notify the employee of the denial and he/she may elect to pursue his claim through arbitration or the courts, but not both (there is no waiver of either party's right to seek to vacate an arbitrator's award pursuant to G.L. c. 150c). If an employee's claim is denied, a corresponding deduction from available sick leave will be made for the number of days of paid leave pending the Town's denial of the claim.

Section 3. Employees claiming paid injured leave under this Article, or seeking indemnification under M.G.L. c. 41, Section 100 or related sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

- A. Provide affirmative evidence of compliance with each required element set forth in Sections 1 and 2;
- B. Notify the Chief of any change in medical condition, including, but not limited to hospitalization;
- C. Provide relevant medical documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed, including doctor's certificates;
- D. Provide for billing the Town on a monthly basis or as nearly thereto as possible;



- E. Appear voluntarily and promptly for any examination or reexamination by a physician designated by the Town Manager (or appointing authority).

Exacerbation of reappearance of prior symptoms of illness or injury must be processed in accordance with Section 1, 2 and 3 above notwithstanding any prior determination of eligibility.

Section 4. Placement of an injured employee on paid injured leave after an illness or injury does not by itself constitute a determination of eligibility for paid injured leave under this Article nor a waiver by the Town of its right to deny paid injured leave.

Section 5. Light Duty. The Town's physician may determine an employee is capable of performing light duty under this Article. In the event that the employee's physician and the Town's physician disagree as to the employee's ability to perform light duty, the Union and the Town will arrange for an examination of the officer by a neutral physician appropriately specialized in the field of the injury and selected from the staff of physicians at the Pratt Diagnostic Center or recommended by said Center. Said neutral physician shall examine the employee (and require the employee to be examined by such other specialists as he/she deems appropriate) and shall render an opinion as to whether or not the employee is incapacitated, whether the employee may perform any of the light duty tasks as determined below and the duration of such duties; said neutral physician's determinations as to those matters shall be binding on parties. Where appropriate, said physician may also be requested to recommend a therapeutic program to facilitate recovery and failure to follow the same will result in disqualification of benefits. At any time following the neutral physician's determination, the Town or the employee may request the physician to review the continuing status of the officer's incapacity and/or ability to perform light duty tasks. Pending receipt of the neutral physician's determination, the employee shall be granted a leave of absence without loss of pay.

Section 6. This Article supersedes any conflicting provisions of M.G.L. c. 41, Section 111F and in other respects incorporates said statute by reference under this Agreement.

Section 7. Disputes under this Article are subject to the grievance and arbitration procedure of this Agreement.



Section 8. No one on injured leave under this Article may engage in any employment of any kind other than for the Town of Stoughton.

Section 9. Light duty tasks shall include, but not be limited to the following:

1. Answering telephones
2. Central Dispatching and/or desk duty
3. Citizen Assistance
4. Additional light duty tasks may be assigned as determined by a committee comprised of the Police Chief, Town Manager and two (2) representatives of the Bargaining Committee; such assignments may be made only after a written medical opinion is obtained which indicates that the employee's injury(ies) would not prevent him/her from performing such tasks. If in the opinion of the examining doctor, performing such light duty tasks would prolong the rehabilitative process or otherwise seriously increase the risk of further injury, the Chief shall not assign such tasks to the injured employee.

Section 10. The Town and the employee shall each bear the costs of their own physicians. The Town agrees to pay all reasonable costs associated with any appropriate examination(s) of an employee by the neutral physician pursuant to the Article.

Section 11. It is agreed that superior officers shall not be considered as part of any minimum manning complement.

Section 12. Unless otherwise specified by the appropriate physician or agreed upon as set forth below, a superior officer on light duty shall be assigned to work a regular shift schedule. Alternative light duty work schedules may be agreed upon by the Committee set forth in Section 9 (4) above.

ARTICLE XXIX

NO STRIKE CLAUSE

Section 1. No employee covered by this agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise) work stoppage, slowdown, or withholding of services in the form of a sick-out or otherwise. The MCOP Local 461 agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction



or ratify any such strike, work stoppage, slowdown, withholding of services or sick-out.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike work stoppage, slowdown, withholding of services, or sick-out, MCOP Local 461 shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sick out, and shall refuse to recognize any picket line established in connection therewith.

Section 3. In consideration of the performance of MCOP Local 461 of the obligations under Sections 1 and 3 of this Article, there shall be no liability on the part of MCOP Local 461 or its officers or agents for any monetary damages resulting from the unauthorized breach of the agreement as contained in this Article by individual members of MCOP Local461.

Section 4. The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this article.

ARTICLE XXX

PHYSICAL FITNESS STANDARDS

After the Town of Stoughton adopts G.L. c.31, S.61A and 61B and its amendments, the Union agrees to reopen this article for mid-term bargaining.

ARTICLE XXXI

PRESERVATION OF RIGHTS

The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such terms or provision, and the obligation of the Union and the Municipal Employer to such future performance shall continue.



ARTICLE XXXII
PROMOTIONAL OPPORTUNITIES

The Town shall request from the Massachusetts Human Resources Division and have administered promotional examinations for the Civil Service position of Lieutenant every two years regardless of available positions.

ARTICLE XXXIII
DURATION OF CONTRACT

Section 1. The duration of this contract shall extend from July 1, 2020 through June 30, 2023.

Section 2. Either party wishing to terminate, amend or modify the contract must so notify the other party in writing no more than ninety (90) days nor less than thirty (30) days prior to such expiration date. Within fifteen (15) days after the receipt of such notification by either party, a conference shall be held between the Town and the Union contract negotiating committee for the purpose of negotiations concerning such amendments, modifications or termination.

IN WITNESS WHEREOF, the Town of Stoughton has caused this Agreement to be executed by the Town Manager and ratified by Board of Selectmen this _____ day of _____ 2023, and the members of MCOP Local 461, have caused this instrument to be signed by their duly authorized Bargaining Committee this 13th day of Feb., 2023.

For the Town of Stoughton,

Thomas J. Calter
Town Manager

Ratified by:

Board of Selectmen

Debra C Robert

For MCOP, Local 461,

Daniel P. Carmichael
Daniel P. Carmichael
President
Bargaining Committee - Spokesperson

Daniel J. McGowan
Daniel J. McGowan
Vice President
Bargaining Committee - Member

John M. Owens
John M. Owens
Bargaining Committee - Member

Roger S. Hardy, Jr.
Roger S. Hardy, Jr.
Bargaining Committee - Member

ATTACHMENT A



Final - APPROVED

WAGE SCALE - SUPERIOR OFFICERS									
	Before Raises	2020	New FY20	2021	New FY21	2022	New FY22	2023	New FY23
	26.1	7.1.19-6.30.20	7.1.20-6.30.21	26.1	7.1.21-6.30.22	26.1	7.1.22-6.30.23	26.1	7.1.23-6.30.24
Annual Clothing Allowance \$1,200 off 6.30.20									
Lieutenant	3,467.20	3,519.21	91,851.33	91,851.38	1,200.00	93,051.38	93,577.67		
Accretion Step Added 2.5% Effective 7.1.20									
5 Year Step 1% (As it reached in each Year)									
12 Year Step 1.5%									
25 Year Step 2.25%									
	90,493.92	91,851.38							
26.1									
Annual Clothing Allowance \$1,200 off 6.30.20									
Sergeant Min Step	2,946.40	2,990.60	78,054.66	78,054.66	1,200.00	79,254.66			
Accretion Step Added 2.5% Effective 7.1.20									
5 Year Step 1% (As it reached in each Year)									
12 Year Step 1.5%									
25 Year Step 2.25%									
	76,901.04	78,054.66							
26.1									
Annual Clothing Allowance \$1,200 off 6.30.20									
Sergeant Max Step	3,086.00	3,142.44	82,017.68	82,017.68	1,200.00	83,217.68			
Accretion Step Added 2.5% Effective 7.1.20									
5 Year Step 1% (As it reached in each Year)									
12 Year Step 1.5%									
25 Year Step 2.25%									
	80,805.60	82,017.68							

[illegible]



Sgt. Din Jenkins Salary Breakdown

OLD TOWN WIDE GRID

FY19 STEP 7 \$ 35.93
 FY20 STEP 8 \$ 36.83
 FY21 STEP 9 \$ 37.75

FY20 - STEP 8 \$ 36.83
 contract 0.015 1.50%
 increase \$ 0.55
 new \$ 37.38 \$ 2,990.60 \$ 78,054.56
 \$ 1,200.00 \$ 1,200.00
 \$ 79,254.56

FY 20 annual \$ 79,254.56
 fy20 Biweekly \$ 3,036.57
 Revised FY20 \$ 37.96

FY21 \$ 37.96
 step 0.025 2.50%
 increase \$ 0.95
 revised \$ 38.91
 contract 0.025 2.50%
 \$ 0.97
 New FY21 \$ 39.88
 5yr 1% \$ 0.40 addtl 1%
 New Rev FY21 \$ 40.28

FY22 \$ 40.28
 contract \$ 0.02 2%
 \$ 0.81
 New FY22 \$ 41.08

Accred Stipend added 2.5%
 \$ 3,222.20 \$ 84,099.49 \$ 2,102.49 \$ 86,201.98
 \$ 86,201.98 \$ 41.28

Revision

↑
 FY22

Approved #'s

FY21