

**THE TOWN OF STOUGHTON  
AND  
THE STOUGHTON POLICE PATROLMEN'S UNION**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Select Board, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expires on June 30, 2024 shall be extended without change for a period of one year except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2027.

**GENERAL AGREEMENTS**

In addition to the amendments noted below, the parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors, as well as to delete old, inapplicable language and update the table of contents. The parties further agree that the numeration of articles will be modified from Roman numerals to Arabic numerals. The parties agree to reorganize the articles to be in a more logical order, such as Duration as the last article.

**ARTICLE II - BARGAINING, GRIEVANCE, HEALTH AND SAFETY COMMITTEE(S)  
AND DETAIL OFFICER(S) SECURITY**

*Amend Article II, section 1, by deleting section 1 in its entirety and replacing it with the following:*

Section 1. Employees appointed or promoted prior to the removal of the Town from Civil Service shall retain their right to appeal discipline imposed under M.G.L. c. 31, § 41 to the Civil Service Commission. Written and/or oral reprimands shall not be considered disciplinary actions for the purpose of this Article.

Section 2. Employees employed or promoted after the revocation of civil service shall not be disciplined, suspended or discharged except for just cause. Written and/or oral reprimands shall not be considered disciplinary actions for the purpose of this Article.

**ARTICLE VIII - CLOTHING AND EQUIPMENT**

*Amend Article VIII by adding a new section 10 as follows:*

Section 10. Employees hired by the Town of Stoughton, who are not required to attend the Municipal Police Training Committee Academy or equivalent, but who separate from service prior to completing five (5) years of service with the Town, shall be responsible to reimburse for costs associated with the initial uniform and equipment issue in accordance with the below sliding scale.

<u>Separation</u>	<u>Amount Owed</u>
0-1 years	\$1,500.00
1-2 years	\$1,200.00
2-3 years	\$900.00
3-4 years	\$600.00
4-5 years	\$300.00
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.

## **ARTICLE X – WAGES**

*Amend Article X, section 1, by deleting section 1 in its entirety and replacing it with the following:*

### **SECTION 1.**

The pay schedule, which includes AED, Weapons, EMD, stipends previously rolled into base wages, for fulltime regular Patrol Officers shall be set forth on Attachment A reflecting the following base wage increases:

Effective July 1, 2024, increase rates set forth in Attachment A by a base wage increase of 2.0% plus a 0.5% market adjustment. *Note: the percentages are to be added together prior to adjusting the wage scale.*

Effective July 1, 2025, increase rates set forth in Attachment A by a base wage increase of 2.0% plus a 0.5% market adjustment. *Note: the percentages are to be added together prior to adjusting the wage scale.*

Effective July 1, 2026, increase rates set forth in Attachment A by a base wage increase of 2.0% plus a 1.0% market adjustment. *Note: the percentages are to be added together prior to adjusting the wage scale.*

Newly hired Patrolmen shall advance to the next step on the July 1<sup>st</sup> that next follows their successful completion of the Police Academy. Thereafter, such Patrolmen shall receive step increases at the same intervals as Patrolmen hired prior to October 16, 2014.

In the case of lateral transfers, the Town may initially place a transferee at a step on the wage scale that is above Step 2 based on the transferee's prior experience and service as a police officer, but in no case shall said transferee be started at a rate that is above the rate that is being received by the highest paid patrol officer at the time of transfer. Thereafter, such transferee shall receive step increases at the same intervals as Patrolmen hired prior to October 16, 2014.

## **ARTICLE XII – INJURY AND SICK LEAVE**

*Amend Article XII, by deleting section 4 in its entirety and replacing it with the following new Section 4:*

Section 4. Any employee(s) with perfect attendance at work in one (1) calendar month shall have 4 hours (1/2 a day) added to their vacation time as earned time, up to a maximum of 48 hours (6 days) per year. This additional time must be taken in the same calendar year that it is earned. The taking of the personal day allowed under this agreement shall not interrupt the employee's perfect attendance record.

## **ARTICLE XIV – MILITARY LEAVE**

*In the event the Stoughton Town Meeting adopts G.L. c. 33, § 59, the Parties shall amend Article XIV, by deleting section 1 in its entirety and replace with the following:*

Section 1. The Town shall comply with G.L. c. 33, § 59 as adopted by the Stoughton Town Meeting on *Insert Date*.

## **ARTICLE XVIII – LONGEVITY**

*Amend Article XVIII, by deleting sections 1 through 3 in their entirety and replacing them with the following new Section 1:*

Section 1. Effective July 1, 2024, the Longevity Steps shall be placed on the salary scale with the following percentages to be applied for each step from the step that precedes it as follows:

- A. After five (5) years of service - one percent (1 %)
- B. After twelve (12) years of service - one and one half percent (1.5%)
- C. After eighteen (18) years of service - two and one half percent (2.5%)
- D. After twenty-five (25) years of service - three and one-quarter percent (3.25%)

For historical purposes, the parties acknowledge and agree that the annual lump sum longevity payments were eliminated and replaced by the above percentages.

## **ARTICLE XX – SECONDARY EDUCATION AND LEAVES OF ABSENCE WITHOUT PAY**

*Amend Article XX, section 1, by deleting section 1 in its entirety and replacing it with the following:*

Effective July 1, 2024, all current and future eligible employees covered by this Agreement in lieu of Police Career Incentive Pay Program, or “Quinn Bill”, benefits under M.G.L. Chapter 40, Section 108L (the “Quinn Bill” statute), shall be entitled to the following educational incentive if achieving a degree from fully accredited college or university as proscribed by the Quinn Bill, in a qualifying major as follows:

1. Employees with an “Associates Degree” from an accredited educational institution will be paid an amount equivalent to ten percent (10%) of the employee's base pay.
2. Employees with a “Bachelor's Degree” from an accredited educational institution will be paid an amount equivalent to twenty percent (20%) of the employee's base pay.
3. Employees with a “Master's Degree” or a “Juris Doctor” from an accredited educational institution will be paid an amount equivalent to twenty-five percent (25%) of the employee's base pay.

Qualifying majors shall be limited to the following:

- 1.
2. Criminal Justice
3. Criminology
4. Law
5. Crime Studies
6. Public Administration
7. Government Administration
8. Natural Sciences (Biology, Chemistry, Physics)
9. Social Work
10. Sociology
11. Social Science
12. Psychology
13. Business
14. Finance
15. Economics
16. Accounting
17. Business Administration
18. Engineering
19. Mathematics
20. English
21. Education
22. Communications
23. Public Policy
24. Paralegal Studies
25. Computer Science
26. Emergency Management
- 27.

28.

29. Other degrees approved by the Chief of Police in the Chief's discretion, which decision shall be final and not appealable and shall not be subject to the grievance and arbitration provisions of the contract.

### **ARTICLE XXX – DURATION OF AGREEMENT**

*Amend Preamble and ARTICLE XXX and other applicable provisions, to strike existing dates and replace with "July 1, 2024" and "June 30, 2027" as applicable.*

### **NEW ARTICLE XXXII – POLICE ACADEMY TUITION**

*Amend Agreement to add a new article, Article XXXII as follows:*

#### **ARTICLE XXXII**

#### **POLICE ACADEMY TUITION**

Section 1. Employees hired by the Town of Stoughton, who are required to attend the 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	\$6,000.00
1-2 years	\$4,800.00
2-3 years	\$3,600.00
3-4 years	\$2,400.00
4-5 years	\$1,200.00
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.

## **NEW ARTICLE XXXIII – REVOCATION OF CIVIL SERVICE**

*Amend Agreement to add a new article, Article XXXIII as follows:*

### **ARTICLE XXXIII**

#### **REVOCATION OF CIVIL SERVICE**

SECTION 1. The revocation of the Civil Service statute shall not affect any contractual or civil service rights which may have come into existence between the Town and any person employed as of the date of revocation, as a result of the original acceptance of such law, pursuant to GL c.4, Section 4B, clause (e). For persons appointed or promoted following revocation, the requirements of the collective bargaining agreement shall apply.

## **NEW ARTICLE XXXIV – SENIORITY**

*Amend Agreement to add a new article, Article XXXIV as follows:*

### **ARTICLE XXXIV**

#### **SENIORITY**

SECTION 1. Seniority for new hires, seniority within the Stoughton Police Department shall commence from the date of completion of the Police Academy. For transfers, seniority within the Stoughton Police Department shall commence from the date of appointment to the Department. In the event that more than one (1) officer was appointed on the same day, seniority will be determined by their respective positions on the Civil Service List if appointed prior to the revocation of Civil Service and will be determined by their respective ranking on the appointment/promotional list under this agreement if appointed after the revocation of Civil Service. In the event of a tie, the Chief of Police shall assign seniority based on the highest academy score.

## **NEW ARTICLE XXXV – LAYOFF AND RECALL**

*Amend Agreement to add a new article, Article XXXV as follows:*

### **ARTICLE XXXV**

#### **LAYOFF AND RECALL**

Section 1. Employees appointed or promoted prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on re-employment and reinstatement lists, lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply. Nothing in this article shall be interpreted to diminish or interfere with any rights under Chapter 31 for tenured employees.

Section 2. For employees appointed or promoted after the removal of the department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds, or abolition of position. Said employees shall be subject to the terms of this Section.

Section 3. In the event of a layoff, the least senior employee(s), within rank, shall be laid off first.

Section 4. When feasible, thirty (30) days' advance notice of the contemplated layoff shall be given to the employee in writing, with a copy of such notice to the Union. Notice of recall shall be via certified mail and by email to the employee's last known address and email address, with a copy to the Union President. Any laid-off employee shall notify the Town, in writing, of any change to his/her mailing address and email address.

Section 5. A laid-off employee shall have recall rights for a maximum period of seven (7) years.

Section 6. Recall shall be in order of seniority, within rank, with the employee with the highest level of seniority having the first right of recall. Any ranking officer who bumps to patrol following layoff shall be laid off in accordance with seniority, namely said ranking officer may only bump patrol officers with less seniority. Recall notice shall be by first-class mail, certified mail, return receipt requested, email and text message, provided said contact information has been provided by the employee to the Town.

Section 7. A recalled employee shall notify the Town Manager within twenty-one (21) calendar days of receipt of the recall of their intention to return to the Stoughton Police Department.

Section 8. Any person failing to exercise such recall opportunity within such twenty-one (21) day period shall be deemed to have waived their right of recall for that vacancy, except under the following circumstances: (i) an employee is on active duty in the military for an enlistment period; (ii) an employee who is obligated by contract to continue in the employ of another employer shall have the right to maintain eligibility for the next vacancy, should the Town fill the current vacancy from the recall list or otherwise. The employee shall have at least 60 days upon confirmation of recall to return to work.

Section 9. The recalled employee may, within the twenty-one (21) day period, request the Town Manager in writing an extension of time to return to work in Stoughton for exigent reasons, which shall be specified. In considering any such request, the Town Manager shall weigh specific exigent circumstances justifying an extension and the Town's need to fill a vacancy.

Section 10. Prior to the laid-off employee returning to work, the employee must attest that said employee has had no contacts with police that would have been reportable pursuant to Departmental policy had said employee not been laid off or which would

have triggered reporting to the Massachusetts Peace Officer Standards and Training (POST) Commission.

Section 11. If two employees have equal length of service in grade, the employee with the less total service with the Department shall be affected by the layoff. If equal in length of service within grade and with the Department, then the person with the highest academy score.

Section 12. Laid off employees upon recall shall complete the necessary requirements for all licenses or certifications within ninety (90) days of recall, unless otherwise impractical and/or an extension is approved by the Police Chief.

Section 13. Laid off employees shall be required to notify the Town of changes to his/her contact information. Mailing of recall notices to the last known address on file with the Town shall be deemed received by the laid off employee.

Section 14. Prior to the laid-off employee returning to work, the employee must attest that said employee has had no injuries or illnesses during the laid off period which would impact the employee's ability to perform the duties of a police officer or which may remain latent.

## **NEW ARTICLE XXXVI – PROMOTIONS**

*Amend Agreement to add a new article, Article XXXVI as follows:*

### **ARTICLE XXXVI**

#### **PROMOTIONS**

Section 1. The purpose of the promotional process is to identify the most qualified individual for promotion to Sergeant without regard to personal preference, prejudice or unsubstantiated opinions.

Section 2. At least ninety (90) calendar days prior to any written promotional exam for Sergeant, the department will announce by posting a notice including: (i) the title of the position; (ii) the eligibility requirements; (iii) description of the duties of the position; (iv) the date, time and location of the examination; (v) study materials;

Section 3. Such notice will be posted conspicuously in the police station and emailed to all eligible employees. To be eligible to participate in the exam, employees must hold the immediately preceding rank of that being examined for, for a period of at least one year. Eligible employees who are out of work due to illness, injury, active military leave or other long-term absences shall be mailed and/or emailed a copy of the examination notice at their last known address or email address.

Section 4. All candidates must notify the Police Chief in writing of their interest in taking the exam at least sixty (60) calendar days prior to the test date.

Section 5. The Chief of Police shall convene a promotional board. Said promotional board should consist of one (1) Massachusetts Municipal Police Officer one above the rank of the position being interviewed for, Town Manager or his/her designee, the Deputy Chief, the Chief of Police.

Section 6. Interviews shall be conducted, and the applicant(s) shall be graded based upon the following criteria: (i) job performance 15% of grad based on a rubric defining the evaluation criteria for said section; (ii) education, experience, seniority and formal MPTC Training 15% of grade; (iii) results of the board interviews 20% of grade; and (iv) Assessment Center results: 50% of grade, to consist of 25% written test and 25% oral exercise. A passing score of at least seventy percent (70%) on both sections of the Assessment Center is required to remain eligible in any other portion of the promotion process. The interviews and oral exercises will be a/v recorded, and notes/scores/ranks of all panelists shall be retained. Further, a union representative will have the right to observe provided said representative is not a candidate for promotion. One (1) union representative may be present in the Assessment Center during the exercises, provided said representative is not a candidate for promotion, but deliberations shall be private.

Section 7. After the results of the above criteria are established, the Chief shall establish a list with the top three (3) scores on same.

Section 8. This list shall be forwarded to the Town Manager, together with the Chief's recommendation, if any.

Section 9. The Town Manager shall make his/her appointment in accordance with the above criteria.

Section 10. The Town Manager, the Appointing Authority pursuant to the Stoughton Town Charter, shall make his/her appointment in accordance with the above criteria.

Section 11. Once established, this list shall be maintained for a period of two years unless all passing candidates have been exhausted.

Section 12. Employees participating during the written exam, assessment center, and board interviews on a day in which they're scheduled to work, shall receive that day off without charge to their accrued time off.

Section 13. An examination for the rank of Sergeant shall be held at least every two years regardless of available positions. Either party may request a one (1) year extension of the list and upon mutual agreement, said list may be extended.

## NEW ARTICLE XXXVII – NEW HIRES

*Amend Agreement to add a new article, Article XXXVI as follows:*

### ARTICLE XXXVII

## NEW HIRES

Section 1. All newly hired employees shall be subject to a probationary period of one (1) year of active service after completion of the academy or if no academy was required for one (1) year of active service with the Stoughton Police Department.

Section 2. Any applicants for an original appointment following the revocation of Civil Service shall:

- (a) Be required to attend a full-time MPTC certified academy; or
- (b) Shall have completed a bridge academy and performed the duties of a police officer at a municipal or state police department for a period of one (1) full year.

## NEW ARTICLE XXXVII – BODY CAMERAS

*Amend Agreement to add a new article, Article XXXVII as follows:*

### ARTICLE XXXVII

#### BODY CAMERAS

Section 1. The Town may, at its discretion, require officers to wear body cameras and equip vehicles with cruiser cameras, which footage may be used for the purposes of imposing discipline as warranted by the just cause standard and the Town further agrees that it may monitor and review camera footage as needed to support investigations and to enhance public safety, but not routinely monitored in real time without cause. Employees are PROHIBITED from removing, damaging, altering, or attempting to alter, disabling and/or attempting to disable any body or dash camera device. Each officer must report any malfunction of, or damage to, the device, immediately upon discovery.

Section 2. The parties have agreed to a policy and procedure for the implementation of body worn cameras and dash cameras. However, the parties acknowledge that upon selection and purchase of the particular technology, further impact bargaining may be required and, as such, is agreed to by the parties.

Section 3. In exchange for, and expressly contingent on agreement to the policies and procedures set forth in this Article and incorporated herein by reference, the Town shall provide a one-time base wage increase of two (2%) percent effective July 1, 2025 or upon implementation of the program, whichever shall occur first. Note: this percentage is to be added to the base wage increases for July 1, 2025 in Article X prior to adjusting the wage scale.

## OTHER AGREEMENTS

1. The parties agree to implement 911 Regionalization without the need to further impact bargain the same. In exchange therefore, the Town shall provide a one-time base wage

increase of one (1%) percent effective July 1, 2024. Note: this percentage is to be added to the base wage increases for July 1, 2024 in Article X prior to adjusting the wage scale.

2. The parties agree to submit to the May, Annual Town Meeting a request for acceptance of the G.L. c. 33, § 59 as follows:

To see if the Town will vote to accept the provisions of M.G.L. c. 33, § 59 pertaining to Military Service.

*Explanation: This article seeks approval of the Town to adopt a local option statute which permits certain pay to employees while they are deployed.*

3. The parties agree, as a non-binding measure, to continue to meet and discuss health and wellness programs and standards to further and facilitate better individual health and wellness within the department.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Stoughton and the Stoughton Patrolmen's Association.

Town of Stoughton

Thomas J. Calter  
Tom Calter, Town Manager

The Police Patrolmen's Union

Daniel Barber, President

Sp. L. Barber  
, Bargaining Member

, Bargaining Member

Date: 11/9/2023

Date: \_\_\_\_\_

RATIFIED:

Stoughton Select Board

By Majority Vote

Dated: October \_\_\_\_\_, 2023

Debra Roberts

Debra Roberts, Chair

Stephen M. Cavey

Stephen M. Cavey, Vice Chair

Joseph M. Mokrisky

Scott Carrara

Scott Carrara

The Stoughton Police Patrolmen's Union

By Majority Vote

Dated: October \_\_\_\_\_, 2023

Daniel Barber, President

Sp. L. Barber  
, Bargaining Member

, Bargaining Member

Lou Gitto

Date: \_\_\_\_\_

Approved as to legal form:

Karen M. S.

Town Counsel

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Kate Feodoroff, Labor Counsel