

**THE TOWN OF STOUGHTON
AND
THE STOUGHTON POLICE SUPERIOR OFFICERS UNION
MCOP, LOCAL 461**

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 Board of Selectmen, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expires on June 30, 2023 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, 2024.

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.

The Parties further agree to update Agreement to conform to Charter by substituting references to "Town Administrator" for "Board of Selectmen, Personnel Board, Board Chairman or other Board" where appropriate throughout document or any other related conflicting language.

ARTICLE XVII – WAGES

Amend section 1, last paragraph by deleting the language shown with a strikethrough and adding that language shown as underscored:

~~Effective July 1, 2019, a base wage increase of 1.5% will be applied.~~

~~Effective July 1, 2020, a base wage increase of 2.5% will be applied.~~

~~Effective July 1, 2021, a base wage increase of 2.0% will be applied.~~

~~Effective July 1, 2022, a base wage increase of 3.25% will be applied.~~

Effective July 1, 2023, a base wage increase of 2.0% will be applied.

Effective July 1, 2023, there shall be a base wage increase of \$750 to be applied after the 2.0% base wage increase set forth above. Further, the existing supervisory stipend of \$200, as detailed below, shall also be applied in the same manner.

ARTICLE XVI - HOURS OF DUTY

Amend section 2, subsection E. adding the underlined language below as follows:

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. The two hundred dollar (\$200.00) annual supervisory stipend provided in the previous sentence shall be rolled into base effective July 1, 2023.

From July 1, 2014 on, 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 implementation of the FY2024 MOA (the Town will agree to maintain a log of the compensatory time accrued from July 1, 2023 through implementation, provided that upon implementation said compensatory time will be deducted from the employees' accruals and the vacation days accrued from July 1, 2023 forward, shall be credited to the employees' accruals), the following paragraph shall replace the paragraph immediately above:

Employees who actually report for duty at the beginning of each of the shifts and are physically present for roll call shall receive twelve (12) additional vacation days annually which will be credited each July 1, provided that upon separation of service, said twelve (12) days shall be paid on a pro-rated basis, i.e. 1 for each month worked that year. The addition of said vacation days shall not affect the existing terms of the contract relative to carry over, approval of vacation leave use, or personal leave provisions. Approval of leave accrued under this provision shall follow the same procedure as approval of time off which can be denied if it causes overtime, provided however, six (6) of these additional vacation days 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..

ARTICLE XVIII - EXTRA PAID DETAILS

Effective upon ratification and notification to vendors, amend Section 1, Subsection c through e by deleting the language shown with a strikethrough and adding that language shown as underscored. In the event such agreement is not funded by Town Meeting, this provision shall revert to the parties previous agreement at that time:

C. Details will be paid at \$50.00 the top-step patrol officer overtime rate with a "Quinn" Bachelor's degree per hour in four (4) hour blocks. Effective upon funding of this Agreement, the private detail rate will be increased to \$55.00/hour. Any 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 in four (4) hour blocks.

For details that take place between the hours of 12:00 a.m., and 6:00 a.m. an evening rate will be paid at \$60.00 one and one half (1.5) times the top-step patrol officer overtime

rate with a “Quinn” Bachelor’s degree per hour for actual hours worked. Effective upon funding of this Agreement, the night rate for private details will be increased to \$65.00/hour.

D. Strike details will be paid at \$62.00 one and one half (1.5) times the top-step patrol officer overtime rate with a “Quinn” Bachelor’s degree per hour. Effective upon funding of this Agreement, the strike detail rate will be increased to 1.5 times the officer’s regular rate.

E. Effective upon the ratification of the 2020-2023 Agreement, an “emergency detail” and “alcohol detail” shall be established at a rate of \$65.00 one and one half (1.5) times the top-step patrol officer overtime rate with a “Quinn” Bachelor’s degree per hour.

ARTICLE XXXIII – DURATION OF AGREEMENT

Amend Preamble and ARTICLE XXXIII and other applicable provisions, to strike existing dates and replace with “July 1, 2023” and “June 30, 2024” as applicable.

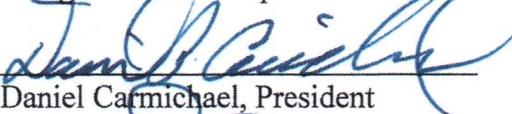
OTHER AGREEMENTS

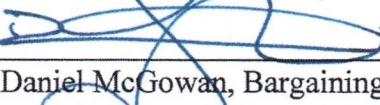
The parties agree to implement the less than lethal 40mm weapon policy without the need to further impact bargain the same.

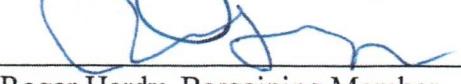
Town of Stoughton


Tom Calter, Town Manager

Stoughton Police Superior Officers Union


Daniel Carmichael, President


Daniel McGowan, Bargaining Member


Roger Hardy, Bargaining Member

Date: 09/05/2023

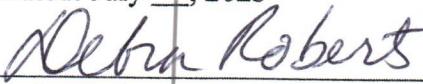
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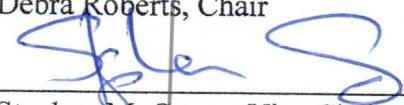
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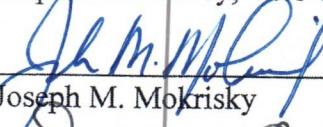
Stoughton Select Board

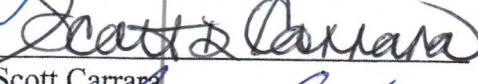
By Majority Vote

Dated: July 11, 2023


Debra Roberts, Chair


Stephen M. Cavey, Vice Chair

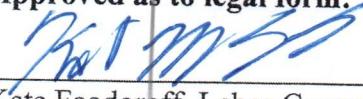

Joseph M. Mokrisky


Scott Carrara


Lou Gitto

Date: 09/05/2023

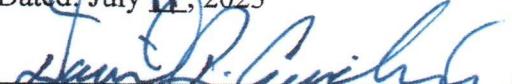
Approved as to legal form:


Kate Feodoroff, Labor Counsel

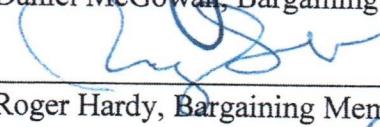
Stoughton Police Superior Officers Union

By Majority Vote

Dated: July 11, 2023


Daniel Carmichael, President


Daniel McGowan, Bargaining Member


Roger Hardy, Bargaining Member