

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

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the negotiating teams for the Town of Stoughton (the "Town") and the Stoughton Police Superior Officers, Massachusetts Coalition of Police (MCOP), Local 461 (the "Union"), 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 3 year(s) 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 – DISCIPLINARY ACTION**

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

Section A. The Town agrees that no permanent employee(s) appointed or promoted prior to the removal of the Town from Civil Service shall be charged, suspended, removed, dismissed, or discharged in any manner without formal notification, mirroring those formerly provided under the Civil Service Laws, Rules and Regulations per MGL Chapters thirteen (13) and thirty-one (31). These employees shall retain the option to exercise their right to appeal discipline imposed to the Civil Service Commission, or alternatively may do so through the grievance procedure. Written and/or oral reprimands shall not be considered disciplinary actions for the purpose of this Article.

Section B. 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.

Section C. 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 VII – INJURY AND SICK LEAVE

*Amend Article XII, by deleting section 4 in its entirety, as shown below*

~~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.~~

*and replacing it with the following new Section D:*

Section D. 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 - UNIFORMS 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 XV – GRIEVANCE PROCEDURE**

*Amend the eighth paragraph of Article XV by striking the reference to the Civil Service Personnel Rules and Regulations as follows:*

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~~.

## **ARTICLE XVII – 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 Superior 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.*

*Amend Article X, section 2, by deleting section 1 in its entirety*

~~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.~~

*and replacing it with the following:*

Section 2. In the case of an officer being promoted, the promoted officer will be placed at Step 1 in accordance with the Wage Appendix attached hereto.

## 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 XXI – SECONDARY EDUCATION AND LEAVES OF ABSENCE WITHOUT PAY

*Amend Article XXI, section 1, by deleting sections C-D in their entirety, as shown below:*

~~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:~~  
~~Effective June 30, 2016:~~ \$2,000.00  
~~Effective July 01, 2017:~~ \$2,500.00  
~~Effective July 01, 2018:~~ \$3,000.00

ii. ~~Bachelor's Degree in Criminal Justice:~~  
~~Effective June 30, 2016:~~ \$4,000.00  
~~Effective July 01, 2017:~~ \$5,250.00  
~~Effective July 01, 2018:~~ \$6,500.00

iii. ~~Master's Degree in Criminal Justice or Public Administration:~~  
~~Effective June 30, 2016:~~ \$7,000.00  
~~Effective July 01, 2017:~~ \$8,250.00  
~~Effective July 01, 2018:~~ \$9,500.00

~~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).~~

*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, 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	13. Business
3. Criminology	14. Finance
4. Law	15. Economics
5. Crime Studies	16. Accounting
6. Public Administration	17. Business Administration
7. Government Administration	18. Engineering
8. Natural Sciences (Biology, Chemistry, Physics)	19. Mathematics
9. Social Work	20. English
10. Sociology	21. Education
11. Social Science	22. Communications
12. Psychology	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.

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).

## **ARTICLE XXII - SPECIALIST**

*Amend Article XXII, section 1, by deleting sections C.-H in its entirety as shown below:*

### **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**

*Amend Article XXIII, Section A by striking the reference to the Department of Civil Service as follows:*

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.

**AMEND ARTICLE XXXII, PROMOTIONAL OPPORTUNITIES:**

*Amend Article XXXII, as shown below, in its entirety*

~~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.~~

*and replacing it with the following:*

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

Section 2. At least ninety (90) calendar days prior to any written promotional exam for Lieutenant, 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. The cost of the examination and assessment center shall be borne by the employee, up to a maximum of \$150.

Section 4. Such notice will be posted conspicuously in the police station and emailed to all eligible employees. 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 5. 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 6. 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 7. Interviews shall be conducted, and the applicant(s) shall be graded based upon the following criteria: (i) job performance, 15% of grade 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, taken first, 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 8. After the results of the above criteria are established, the Chief shall establish a list with the top three (3) scores on same.

Section 9. This list shall be forwarded to the Town Manager, together with the Chief's recommendation, if any.

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 Lieutenant 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 – 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 – SENIORITY**

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

#### **ARTICLE XXXIV**

#### **SENIORITY**

SECTION 1. 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- 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 – BODY CAMERAS**

*Amend Agreement to add a new article, Article XXXVI 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. The footage may be used for all such purposes as described in the agreed upon policy, including but not limited to imposing discipline and supporting official investigations. 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.

### **ARTICLE XXXIII – DURATION OF AGREEMENT**

*Amend Preamble and ARTICLE XXXIII and other applicable provisions, to strike existing dates and replace with “July 1, 2024” and “June 30, 2027” as applicable. Rerumber Duration to XXXVII due to the new Articles above.*

### **OTHER AGREEMENTS**

1. The parties agree to implement 911 Regionalization without the need to further impact bargain the same.
2. The parties agree to implement the reorganization, including the elimination of specialty positions identified herein and reassignment of duties shown on Exhibit A, the Town shall provide:
  - a. a one-time base wage increase of one (1%) percent to Sergeants and Lieutenants effective July 1, 2024;
  - b. a one-time base wage increase of one half (0.5%) percent to Sergeants effective July 1, 2025;
  - c. a one-time base wage increase of two (2%) percent to Lieutenants effective July 1, 2025;
  - d. a one-time base wage increase of two (2%) percent to Lieutenants effective July 1, 2026.

Note: the above percentages are to be added to the percentage base wage increases for July 1, 2024, July 1, 2025, and July 1, 2026 in Article X prior to adjusting the wage scales, e.g. the total base wage increase for July 1, 2024 shall be 2% +0.5%+1% for a total of 3.5%, without a compounding effect.

3. Further, regarding the reorganization, the following shall apply:

- a. The reorganization shall occur on or before July 1, 2024 at the Chief's discretion.
- 4. All patrol sergeants shall engage in a one-time re-bid of shifts by promoted seniority, to go into effect on or before July 1, 2024, at the Town's discretion.
- 5. Lieutenants shall be assigned to a Monday through Friday administrative schedule.
  - a. Lieutenant tasks proscribed on Exhibit A shall be assigned as follows: The Chief of Police shall have the inherent management right of assignment, provided however, the Chief may consider the following criteria in making appointments to Lieutenant assignments: experience, education, past performance, and the best interests of the Town, which decision shall be final and not subject to the grievance and arbitration provision.
  - b. All lieutenants shall be permitted to swap shift in accordance with existing terms of the collective bargaining agreement, with prior written approval of the Chief or designee.
  - c. All lieutenants shall engage in a one-time shift bid by promoted seniority between days and evenings, provided the following limitations: the RAO/Accreditation shall be assigned to the day shift, at least two lieutenants shall be assigned to the day shift, and at least two lieutenants shall be assigned to the evening shift.
- 6. 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.
- 7. The parties agree to meet to develop the rubric outlining the criteria for evaluation of job performance identified in the promotional procedure, which rubric must be implemented on or before December 31, 2025; if the parties fail to agree on a rubric by said date, the Town shall implement its last and final offer.
- 8. The Town agrees to fund a fourth Lieutenant's position upon execution.
- 9. The Town agrees to fund a tenth Sergeant's position upon execution.
- 10. The Town agrees to submit a budget in FY26 for a second Deputy Chief position for consideration by Town Meeting.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Stoughton and the Stoughton Police Superior Officers, MCOP, Local 461.

Town of Stoughton

Stoughton Police Superior Officers, MCOP,  
Local 461

Tom Calter  
Tom Calter, Town Manager

Daniel Carmichael  
Daniel Carmichael, President

Roger Hardy, Bargaining Member

Daniel McGowan, Bargaining Member

John Owens, Bargaining Member

Timothy Hansler, Bargaining Member

Date: 10/09/2023

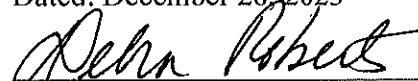
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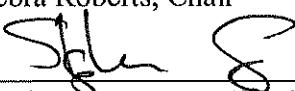
Stoughton Select Board

By Majority Vote

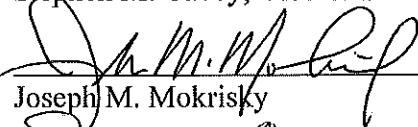
Dated: December 28, 2023



Debra Roberts, Chair



Stephen M. Cavey, Vice Chair



Joseph M. Mokrisky

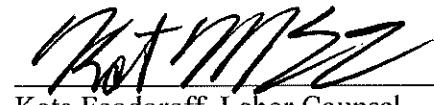


Scott Carrara

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Lou Gitto

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

Approved as to legal form:

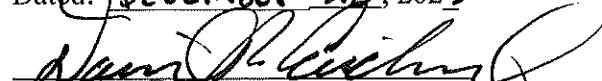


Kate Feodoroff, Labor Counsel

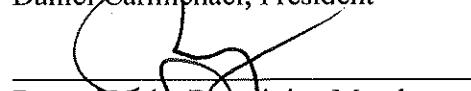
Stoughton Police Superior Officers, MCOP,  
Local 461

By Majority Vote

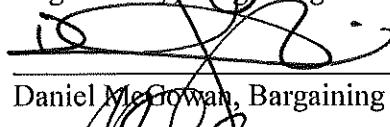
Dated: December 28, 2023



Daniel Carmichael, President



Roger Hardy, Bargaining Member



Daniel McGowan, Bargaining Member



John Owens, Bargaining Member



Timothy Hansler, Bargaining Member

## Exhibit A

<b>Lt. A (Admin)</b>	<b>Accreditation</b> RAO Shift Oversight Days	<b>Licensing</b> Firearms Alcohol Sex Offender Fleet Management	<b>Details</b> Radios Grants Shift Oversight Evrs	<b>Training</b> Armory Grant on Bullet Resistant Vests Shift Oversight Mds	<b>Lt. D (Admin)</b>
<b>Lt. B (Admin)</b>					<b>Lt. C (Admin)</b>