

AGREEMENT
BETWEEN
TOWN OF STOUGHTON
AND THE
STOUGHTON POLICE
PATROLMEN'S UNION

EFFECTIVE JULY 1, 2020 - JUNE 30, 2023

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PREAMBLE

Whereas in 1965 the Massachusetts Legislature reenacted Chapter 150E of the General Laws, the Stoughton Police Patrolman's Union, hereinafter referred to as "SPPU" with legal representation provided by SPPU hereby reserves the right of its employees to bargain collectively with the Town of Stoughton, hereinafter referred to as the "TOWN" concerning the wages, hours and conditions of their employment. It is the intention of this agreement to maintain a harmonious relationship between the Town and the employees of the SPPU who are within the provisions of this agreement and the Town recognizes those legitimate rights and needs of the SPPU in order that a more efficient and progressive public service be rendered.

ARTICLE I
RECOGNITION AND BARGAINING UNIT

Section 1. The Town recognizes the SPPU as the exclusive representative and bargaining agent for all full-time patrolmen of the Town's Police Department.

Section 2. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject of negotiations.

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

Section 1. The Town agrees not to remove, suspend, dismiss, discharge or discriminate against any member(s) of the SPPU assigned as agents of the following Committees:

- A. Bargaining Committee - Not to exceed three (3) members
- B. Grievance Committee - Not to exceed four (4) members
- C. Health and Safety Committee - Not to exceed three (3) members
- D. Detail Officer(s) - Appointment(s) to be agreed to by
Chief of Police

Section 2. **Health and Safety Committee**

The Town agrees that a Health and Safety Committee shall meet with the Chief of Police or his designee at least once monthly to discuss and make recommendations for improvement of the equipment or standards toward and/or for the general health and safety and/or wellbeing of the employees.

Section 3. Subject to twenty-four (24) hour notice to the Chief of Police, the appropriate Committee(s) shall be allowed time off for all SPPU business; negotiations and/or conferences; to prepare and present to the Chief of Police all matters pertaining to the health and safety of the member(s) of the SPPU respectively. When such activities take place at a time, unless in an emergency case, during which such employee(s) is scheduled to be on duty, he shall be allowed to perform that function, without loss of pay or benefit and without the requirement to make up the time.

Section 4. The Town agrees, subject to prior written notice to the Chief of Police, to grant necessary leave to two (2) employee(s), as may be designated by SPPU, to attend meetings as scheduled by the Massachusetts Police Association/MPA, as provided by Massachusetts General Laws, not to exceed two (2) days for each meeting.

ARTICLE III

DISCIPLINARY ACTIONS AND NO STRIKE AGREEMENT

Section 1. The Town agrees, that employee(s) covered by this Agreement shall continue to enjoy their Civil Service rights as provided in Chapter 31 and Chapter 13 of the Massachusetts General Laws. 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 2. The Town agrees that when an employee is required to participate in an investigatory interview or hearing attendant to a disciplinary action against him/her, he/she shall have the opportunity to be represented by a SPPU Counsel or a counsel chosen by the employee and to have counsel present at all such proceedings.

Section 3. SPPU and the employees in the bargaining unit agree to comply with the no strike provisions of G.L., 150E, Section 9A (a) incorporated herein as follows:

"No public employee or employee organizations shall engage in a strike, work stoppage, slowdown or withholding of services by such public employees."

ARTICLE IV

EMPLOYEE FILES

Section 1. The Town agrees not to reveal any information contained within the employee(s) file(s) to any other source outside the management of Town government except for:

- A. Matters of public record
- B. Records subpoenaed by a court of law
- C. That which is consented to in writing by the employee(s)

Section 2. The Town agrees that an employee(s) shall reserve the right upon request at reasonable times, except in case of emergency, to examine his/her personnel file and to be allowed a copy of any or all information contained therein.

Section 3. 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/her file(s) is ruled by proper procedure and authority to be improper, incorrect or irrelevant to the employment relationship.

ARTICLE V

PAYROLL DEDUCTIONS AND "SPPU" FEES AND DUES

Section 1. The Town agrees to deduct from each paycheck SPPU dues and initiation fees, including arrearages, from the earned wages of each employee within SPPU, such amount as

determined by the SPPU. Said dues, with a list of members from whom dues have been deducted, shall be mailed to: Treasurer, SPPU, 26 Rose Street, Stoughton, MA 02072.

Section 2. 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 3. Each employee(s) payroll check(s) shall be accompanied by an itemized voucher listing deductions on those occasions when there is a change in compensation.

Section 4. The Town will incur no liability for loss of dues after depositing the same in the U.S. mail addressed as directed via certified mail to the SPPU headquarters as directed.

Section 5. SPPU shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article.

ARTICLE VI

HEALTH, LIFE AND ACCIDENT INSURANCES

Section 1. The Town agrees to provide health, life and accident insurance where the Town pays at least 50% of the premiums.

Section 2. The Town agrees that each employee shall be covered with an accidental death policy in the amount of ten thousand (\$10,000.) dollars for "line of duty-loss of life". Payment under this section is to be made to the estate or to the beneficiary designated by the employees, or to his/her estate whichever is applicable.

Section 3. The Union agrees that upon reasonable notice from the Town, it will meet at reasonable times and at reasonable intervals for the purpose of 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 VII

FALSE ARREST INSURANCE AND INDEMNIFICATION

Section 1. 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.

Section 2. The Town further agrees to comply with Massachusetts General Law, Chapter 258, Section 9 with respect to the indemnification of all employees for any civil or criminal actions

brought against them as a result of the performances of their duties in behalf of the Town of Stoughton.

ARTICLE VIII

CLOTHING AND EQUIPMENT

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

Section 2. The Town agrees that each employee shall be assigned a locker, contained in a room, within the confines of the police station, designated by the Chief of Police or his designee, for which to store and maintain daily custody of his/her clothing and/or equipment.

Section 3. The Town agrees to repair or replace all clothing and 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(s) within forty-eight (48) hours of the incident. These items or the repair service, shall not be charged to the employee(s) individual clothing and equipment account.

Section 4. Effective July 1, 2006, the annual clothing allowance will be one thousand dollars (\$1,000.00). Each employee will be required to maintain his clothing and equipment to standards established by the Chief of Police and purchase his clothing and equipment only at vendors approved by the Chief of Police. 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 agrees to provide for an annual cleaning and maintenance allowance to be distributed in the following manner:

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

The payment of the above shall be made to the employee(s) on the first payroll check in July.

Section 6. The Town agrees to furnish each employee assigned to the Detective Division on a permanent basis a separate allowance for the sum of three hundred (\$300.00) dollars for the purchase of civilian clothing for the performance of his duties as a detective, for each and every year he is so assigned.

Section 7. 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.

Section 8. The Town agrees to have available within the confines of the Police Station, appropriate riot equipment for issuance to the employee(s) that would be assigned to riot control duty. The Town agrees to be responsible for its maintenance.

Section 9. The Town and SPPU agree that each employee(s) upon his/her graduation from academy training, at the Chief's discretion, shall be issued the following complement of clothing and equipment items:

Two (2) summer and winter shirts w/patch (Town of Stoughton seal)
Two (2) pair summer and winter trousers w/stripes
One (1) pair black dress shoes for summer wear
One (1) pair black leather boots for winter wear
One (1) pair rubbers for summer dress shoes
One (1) pair black, knee length, rubber, foul weather boots
Two (2) black dress ties
One (1) black leather trouser belt
One (1) winter jacket w/patch, inside vest and fur collar attachment
One (1) orange/black (reversible) raincoat w/accessories; reversible rain hat and a rain cover
One (1) pair white cotton winter mittens
One (1) pair orange water repellent rubber gloves
One (1) black leather gunbelt
One (1) black leather holster
One (1) container OC spray with black leather holder
One (1) pair of metal handcuffs w/black leather holder
One (1) handcuff key
One (1) expandable baton with applicable holder
One (1) service firearm w/compliment of ammunition, w/black leather holder(s)
One (1) speed loading device w/black leather holder
One (1) belt attachment for portable radio case
One (1) flashlight w/complement of batteries and bulb
One (1) chest badge
One (1) hat shield w/number
One (1) tie clasp
Two (2) sets of department insignia (S.P.D.) metal
One (1) metal organizer box for storage of report forms, etc.
One (1) metal whistle w/chain and holder
Two (2) black leather gunbelt holders w/metal snaps
Each employee shall be responsible for the normal maintenance of said clothing and equipment.

ARTICLE IX HOURS OF DUTY AND OVERTIME

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 a.m. - 4:15 p.m.
Third Shift	3:45 p.m. - 12:15 a.m.

Effective July 1, 1999, employees who actually report for duty at the beginning of each of the shifts set forth above shall receive fifteen (15) minutes of compensatory time for each such shift that they are physically present for roll call. Usage of sick time, injury time, vacation time, earned time, compensatory time or any other leave paid or unpaid, shall not be considered as being present for roll call for the purpose of being credited with the above compensatory time. This time can only be granted when it will not create an overtime shift for patrolmen.

Effective upon implementation of the 2013-2016 CBA, the following paragraph shall replace the paragraph immediately above:

Employees who actually report for duty at the beginning of each of the shifts set forth above shall receive fifteen (15) minutes of compensatory time for each such shift that they are physically present for roll call. Usage of sick time, injury time, vacation time, earned time, compensatory time or any other leave, paid or unpaid, shall not be considered as being present for roll call for the purpose of being credited with the above overtime. Any unused compensatory time that was previously granted under this Section can only be granted when it will not create an overtime shift for patrolmen.

Section 2. The Town agrees that the Chief of Police or his designee shall maintain a minimum manning level of four (4) patrolmen and one (1) shift commander per each shift. Shift Commander is hereby defined as a superior officer or patrolman to be designated by the Chief of Police or his designee. Upon notification of a minimum manning level shortage for an upcoming shift it shall be the duty of the previous shift commander to fill that vacancy by calling the overtime list in rotating order, alphabetically, until a minimum manning level is achieved. The Chief of Police or his designee shall keep a record of all overtime offered and it shall be posted in a conspicuous place within the police station. If at any time minimum manning level is not achieved, the Chief of Police or his designee is to be notified and he shall determine the appropriate course of action.

Section 2A. Payment of overtime shifts worked shall be at the rate of one and one-half (1 1/2) the officer's regular pay rate, plus his/her Educational Incentive. When a Patrolman is ordered/forced to work a shift or portion thereof which is his/her scheduled day/time off, he/she shall be paid double time for the period that he/she is ordered/forced to work.

Section 3. Each employee upon completion of four (4) months full-time duty shall be assigned a shift and the assignment and/or transfer of all employees shall be at the discretion of the Chief of Police in the best interest of the Police Department.

Section 4. 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. The most senior employee who requests the vacancy in writing to the Chief of Police may be given preference in filling such vacancy.

Section 5. At the discretion of the Chief of Police or his designee, employee(s) may be terminated from their tour of duty at 8 a.m., 4 p.m., or 12 midnight respectively.

Section 6. Employee(s) who are ordered to serve temporarily in a higher rank shall be compensated at the same rate established for the third step of the next higher rank provided that such service shall be a normal day and/or night tour of duty.

Section 7. Each employee shall be allowed one-half (1/2) hour per work shift for his/her meal.

Section 8. Employee(s) required to work on their day(s) off whether for a full eight (8) hours or less, will be paid not less than four (4) hours minimum at time and one-half (1 1/2) rate of their regular pay. Officers will be required to work the minimum four (4) hours.

Section 9. Any employee(s) required to work prior to that employee(s) scheduled starting time and/or subsequent to his scheduled conclusion time, in the line of duty shall be deemed overtime service and therefore he/she will be entitled to be paid at one and one-half (1 1/2) times the rate of their regular pay.

Section 10. An employee(s) may be granted shift swap without loss of pay for a day on which he/she is able to secure another employee(s) to work in his/her place. This leave will be allowed provided:

- A) Such substitution does not impose any additional cost to the Town.
- B) The Chief of Police or his /her designee must be notified in writing by the employee of the date and name of the substituting offer at least one (1) day prior to its becoming effective.
- C) In case of emergency, arrangements may be made on a shorter term of notice.

ARTICLE X

WAGES

SECTION 1.

Effective July 1, 2014, all Patrolmen shall be classified as Grade 5 on the Town of Stoughton Job Classification and Salary Schedule. The applicable Grade 5 wage scale is attached to this Agreement as Attachment A and incorporated herein. All existing Patrolmen shall be initially placed at the Grade 5, Step 6 rate of \$27.93 per hour on the wage scale. This initial step placement takes into account the roll-in of the AED and weapons stipends into the base rate.

Effective July 1, 2015, all Patrolmen hired on or before October 16, 2014 shall advance to the Grade 5, Step 7 rate of \$28.63 per hour.

Except as specified in the paragraph below, all Patrolmen shall advance to the next step on Grade 5 on July 1st.

All Patrolmen hired after October 16, 2014, shall be placed at a Grade 5 rate determined by the Town that is no lower than Step 2. Such Patrolmen shall advance to the next step on the July 1st that next follows their successful completion of the Police Academy. Within two (2) years from their date of hire, such Patrolmen will move to the same step as Patrolmen hired prior to October

16, 2014. 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.

Grade 5

Step	1	2	3	4	5
Hourly wage	\$24.69	\$25.31	\$25.94	\$26.59	\$27.25
Bi weekly	\$1,975.20	\$2,024.80	\$2,075.20	\$2,127.20	\$2,180.00
Yearly*	\$51,552.72	\$52,847.28	\$54,162.72	\$55,519.92	\$56,898.00

Step	6	7	8	9	10
Hourly Wage	\$27.93	\$28.63	\$29.35	\$30.08	\$30.83
Bi Weekly	\$2,234.40	\$2,290.40	\$2,348.00	\$2,406.40	\$2,466.40
Yearly*	\$58,317.84	\$59,779.44	\$61,282.80	\$62,807.04	\$64,373.04

* These values, based on 80 hours X 26.1 periods, are illustrative and are not to limit expenditures pursuant to statutory or regulatory limits.

Effective upon funding of this Agreement, the foregoing wage scale shall be replaced with the new wage scale that is set forth in Attachment A hereto. Employees will be placed on said new wage scale in accordance with the parties' side agreement that is forth in Attachment B hereto effective as of the date of Town Meeting funding.

Effective July 1, 2020, increase rates set forth in Attachment A by 2.5%,

Effective July 1, 2021, increase rates set forth in Attachment A by 2.0%.

Effective July 1, 2022, increase rates set forth in Attachment A by 3.25%.

SECTION 2.

Officers regularly assigned to a shift other than the day shift shall have added to their regular salary a night shift differential of twelve dollars (\$12.00) per shift for the evening shift and fourteen dollars (\$14.00) per shift for the midnight shift, regardless of whether the employee works or does not work such an assigned shift. Night differential will not be paid to such officer who works a day shift on an overtime basis to replace a regularly assigned officer. Effective July 1, 2017, the evening shift differential shall be paid at \$2.50 per hour and the midnight shift differential shall be paid at \$2.75 per hour. Effective July 1, 2018, the evening shift differential shall be paid at \$2.75 per hour and the midnight shift differential shall be paid at \$3.00 per hour.

Notwithstanding the foregoing, no employee shall be eligible for, nor shall he/she be entitled to receive any night shift differential payment(s) during any period of absence from work while on injured on-duty leave. Payment with respect to an employee on light duty status shall continue to be made in accordance with Article XXIV, Section 13.

SECTION 3.

Both the Town and SPPU agree that a biweekly pay system will be instituted after a prior notice of at least sixty (60) days and on the condition that all other bargaining units under the jurisdiction of the Board of Selectmen also agree to such a system.

SECTION 4. Section 125 Plan

The Town agrees to allow the members of the bargaining unit represented by SPPU 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.

SECTION 5 Accreditation Stipend

To address in part the current total compensation external comparability issue, an annual accreditation stipend will be paid to all officers effective July 1, 2017 in the amount of 2.5% of base pay. Said amount is to be paid to officers in equal installments each bi-weekly pay period as a stipend and not included in overtime.

Effective July 1, 2020, the two and a half percent (2 ½ %) accreditation stipend has been added to all police officers’ base pay 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 agreement for historical purposes.

SECTION 6. Prisoner Watch Overtime

The use of a prisoner watch will apply when the staffing level is at contractual or Department minimum and an officer would otherwise need to be pulled from patrol to observe the prisoner while in custody (ie : in restraint chair or at an area hospital).

Nothing herein shall preclude or prohibit the Town from continuing to employ the services of the Norfolk County Sheriff’s Office for safe keeping of prisoners in custody consistent with the current practice.

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SECTION 7. Mandatory Overtime

In the case of mandatory or forced overtime, the least senior officer cannot be forced to work overtime two (2) consecutive days in the same six (6) day rotation of that officer or more than two (2) days overall in the same six (6) day rotation of that officer. In cases where a forced overtime would require the least senior officer to work in a manner that is inconsistent with this section, the next least senior officer will be forced to work overtime instead

ARTICLE XI

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 department 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 dollar value and whether or not the employee(s) accepted or refused 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. 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(s) reserves the right to supersede the appointment of a special police officer to a detail with the notification being made to that 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 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.

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 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.

Strike details will be paid at \$62.00 per hour. Effective upon funding of this Agreement, the strike detail rate will be increased to 1.5 times the officer's regular rate.

D. Effective on or about April 1, 1986, the Town took proper and effective action in order to set up a revolving fund account for the payment of paid details.

E. Effective on or about April 1, 1986, payment for owed detail monies will be processed for the first pay day following the week in which the detail was worked, provided the necessary documents have been submitted.

ARTICLE XII

INJURY AND SICK LEAVE

Section 1. When an employee(s) is absent from duty because of an injury or illness sustained in the line of duty for which he would be entitled to compensation, he will receive compensation under the provisions of M.G.L. c.41 s. 111 F, as set forth in Article XXIV. Employees hired prior to January 22, 1986 shall continue to enjoy what contractual rights they had as of that date to accumulate sick and/or vacation leave while absent from duty and on leave pursuant to M.G.L., Chapter 41, s. 111 F; notwithstanding any provisions of this agreement to the contrary. Employees hired after January 22, 1986 shall not be entitled to accumulate either sick or vacation leave while absent from duty and on leave pursuant to said Section 111 F.

Section 2. Sick leave shall be considered to be absent from duty without loss of pay for the following reasons:

A. Illness or injury, except where directly traceable to the employment by an employer other than the Town.

B. When an employee is required to undergo medical, optical, or dental treatment and such treatment cannot be accomplished during off duty hours.

C. When the serious illness of an employee's immediate family requires his personal attendance.

Section 3. Sick leave shall be earned at the rate of 10.6664 hours 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 4. Any employee(s) with perfect attendance at work in two (2) consecutive calendar months shall have 8 hours (1 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.

Section 5. Sick leave shall accumulate during such leaves of absence, with pay, and during that time an employee is on authorized sick leave or vacation leave.

Section 6. When an employee is out on sick leave, he/she shall not be eligible for any overtime shifts or paid details for a period of twenty-four (24) hours beginning with the first day after sick leave. This shall not apply when an employee(s) is/are out sick due to a job related injury.

Section 7. When an employee(s) leaves his/her shift after four (4) hours, he/she shall only be charged for that portion of the shift he/she does not work.

Section 8. When circumstances reasonably warrant the same, the Town may at any time, in its discretion, require a medical examination to determine eligibility for usage of sick leave by any employee who reports his/her inability to report for work because of illness; this requirement examination shall be at the expense of Town and will be performed by a physician designated by the Town.

ARTICLE XIII

BEREAVEMENT LEAVE

Section 1. Each employee shall be granted leave without loss of pay in the event of a death of his immediate family or certain relatives. Such leave shall not be more than 40 hours (5 calendar Days) commencing with the notification to the Chief of Police of the death. The terms "Immediate family" or "relatives" shall mean and include the following:

- A. Parents
- B. Parents-in-law
- C. Brothers/Sisters
- D. Spouse
- E. Children
- F. Brothers/Sisters-in-law
- G. Grandparents
- H. Grandchildren
- I. Significant other
- J. Relative living in same household

Each employee shall be granted 8 hours (1 day) leave without loss of pay to attend the funeral services of a grand parent-in-law.

Section 2. Additional death leave days may be granted by the Chief of Police at his discretion and shall not be deducted from the employee's sick leave.

ARTICLE XIV

MILITARY LEAVE

Section 1. Employee(s) who are members of an organized reserve or national guard unit of the United States Armed Forces, shall be entitled up to 136 hours (17 days) of military leave in one calendar year. Each employee(s) shall be required to charge the first fifty-six hours (7 days) of

such leave to his earned vacation accrual, unless the employee(s) is granted prior authorization by the Chief of Police to work an equivalent amount of time at the discretion of the Chief.

ARTICLE XV

MATERNITY LEAVE

Section 1. A female employee who has completed the initial probationary period set by the terms of her employment or, if there is no such probationary period, has been employed by the Town for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth, said period to be hereinafter called "maternity leave" and who shall give at least two week notice to the Chief of Police of her anticipated date of departure and intention to return, shall be restored to her previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the Town.

Section 2. The Town shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that an employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her maternity leave. Such maternity leave shall not revoke the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her maternity leave, and any other advantages or rights incident to her employment; provided, however, that such maternity leave shall not be included, when applicable in the computation of such benefits, rights and advantages; and provided, further that the Town need not provide for the cost of any benefits, plans or programs during that period of maternity leave unless the Town provides for all employees on leave(s) of absence.

ARTICLE XVI

VACATION LEAVE AND PERSONAL DAY

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

- A. After six (6) months of employment, 56 hours (1 week) of vacation (totaling 7 working days).
- B. After one (1) year of employment, 112 hours (2 weeks) of vacation (totaling 14 working days).
- C. After five (5) years of employment, 168 hours (3 weeks) of vacation (totaling 21 working days).

D. After ten (10) years of employment 224 hours (4 weeks) of vacation (totaling 28 working days).

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

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

Section 3. According to the Management Rights article 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 reconsideration.

Section 5. Employees may request a maximum of 112 hours (14 working days) of vacation leave in any one period. This maximum may be exceeded at the discretion of the Chief of Police or his designee if staffing schedules allow. The fourteen (14) working days limit shall be available to ALL employees before the Chief of Police or his designee may allow any employee(s) to exceed 112 hours (14 working days) of vacation.

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

Section 7. 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 allotment
- 7/1/17 – Employees credited with one-half (1/2) of their vacation allotment
- 12/31/17 – Employees must use all of their allotted vacation time, with the exception of regular contractual carryover.
- 1/1/18 - Employees credited with the other one-half (1/2) of their vacation allotment.
- 7/1/18 - Employees receive their full vacation allotment and the transition to fiscal year is complete.

Section 8. An employee shall be granted, upon twenty-four (24) hours written notice from the Chief of Police or his designee, 16 hours (2 days) of absence from duty without loss of pay for personal business or vacation time. 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 day) personal time allotment
7/1/17 – Employees credited with one-half (1/2) of their personal time allotment; 8 hours (1 day)
1/1/18 - Employees credited with the other one-half (1/2) of their personal time allotment; 8 hours (1 day).
7/1/18 - Employees receive their full personal time allotment and the transition to fiscal year is complete.

ARTICLE XVII

HOLIDAYS

Section 1. The following eleven (11) days shall be considered holidays and shall be compensated as explained below:

1. Christmas Day
2. New Years Day
3. Martin Luther King Day
4. President's Day
5. Patriot's Day

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

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

Each employee shall receive payment for the above six (6) paid holidays on the last payroll period in November.

Effective as of May 2017, officers shall receive double time for all hours worked on Thanksgiving and Christmas. Effective upon funding of this Agreement, officers shall receive 8 hours of straight time pay and 4 hours of compensatory time when required to work an 8 hour shift on all of the other holidays listed above.

ARTICLE XVIII

LONGEVITY

Section 1. The Town agrees that compensation for longevity shall be paid in the following manner:

Effective July 1, 2006 the Longevity payments shall be as follows:

- A. After five (5) years of service – four hundred fifty dollars (\$450.00) per year;
- B. After ten (10) years of service – seven hundred dollars (\$700.00) per year;
- C. After fifteen (15) years of service – nine hundred fifty dollars (\$950.00) per year;
- D. After twenty (20) years of service – One Thousand two hundred dollars (\$1,200.00) per year;
- E. After twenty-five (25) years of service – One Thousand Seven Hundred dollars (\$1,700.00) per year. Effective July 1, 2017, this amount shall be increased to Two Thousand Five Hundred dollars (\$2,500.00) per year.

Section 2. The Town further agrees that each employee shall receive payment on the last payroll period in November.

Section 3. Effective July 1, 2020, the existing longevity benefit set forth in Sections 1 and 2 above 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 percent (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 XIX

SEVERANCE PAY

Section 1. Employees shall be eligible for severance pay upon voluntary retirement or voluntary resignation from the Town's employment. Employees 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

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 dollars (\$75.00) 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 XX

SECONDARY EDUCATION AND LEAVES OF ABSENCE WITHOUT PAY

Section 1. Any employee who achieves the required credits of secondary education will be compensated in accordance with the provisions of Chapter 835 of the Acts of 1970 for incentive pay for education. Educational incentive pay shall be paid the first payroll pay day in July.

Effective July 1, 2015, this Section 1 shall replaced in its entirety with the following:

- 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. 3(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, M.G.L. c. 41, §108L.
- d. Effective July 1, 2015, the Town agrees to provide the following educational incentive benefits to employees who are not entitled to benefits pursuant to M.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 1, 2021:	\$3,600.00
	Effective July 1, 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 1, 2021:	\$7,500.00
	Effective July 1, 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 1, 2021:	\$10,700.00
	Effective July 1, 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.

Section 2. Any employee who desires to engage in a course of study intended to increase his/her usefulness to town service, or for any 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 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 XXI

COURT ATTENDANCE

Section 1. When an employee attends proceedings at either criminal or civil court after his 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 any hour thereafter effective July 1, 1988.

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 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. 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 further agrees that any employee who is off duty who signs a complaint in court will be paid five (\$5.00) dollars as a fee therefor.

ARTICLE XXII

SPECIALISTS

Section 1. The Town agrees to provide funding for fourteen (14) specialists. SPPU further agrees that the appointment and/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 on July 1st of that year through June 30th of the following year unless there is a position available and no other Officer wanted, nor was assigned to that position..
- 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 employee 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. No more than fourteen (14) specialists as provided herein is subject to the grievance procedure.
- F. It is agreed by both the Town and SPPU that no one (1) employee shall be eligible for more than one (1) specialists' pay per year, nor shall an employee be assigned to more than one (1)

specialist 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, his/her premium pay shall be reduced proportionately, should the leave of absence exceed six (6) months, his/ her specialist appointment shall be terminated.

Section 2. Specialists shall be limited to the following classifications:

A. COURT OFFICER

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

Effective July 01, 2017 the Court officer shall be paid at the rate of Two Thousand dollars (\$2,000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018 the Court officer shall be paid at the rate of Two Thousand Four Hundred dollars (\$2,400.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

B. SAFETY OFFICER

The Safety Officer shall 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 without regard to the minimum recall provisions of this contract.

Effective July 01, 2017, the Safety Officer shall be paid at the rate of One Thousand dollars (\$1,000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018, the Safety Officer shall be paid at the rate of One Thousand Two Hundred dollars (\$1200.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

C. DOG HANDLER

The Dog Handler shall be paid at the rate of Nine Hundred dollars (\$900.00) per year in accordance with the overtime section of this contract for any time worked in excess of his regular shift.

Effective July 01, 2017 the Dog Handler officer shall be paid at the rate of Two Thousand dollars (\$2000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018 the Dog Handler officer shall be paid at the rate of Two Thousand Four Hundred dollars (\$2400.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

D. DETECTIVE

Detectives permanently assigned to the Detective Division shall be paid at the rate of Two Thousand and 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 their regular shifts.

Effective July 01, 2017, the Detectives shall be paid at the rate of Three Thousand Two Hundred dollars (\$3,200.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018, the Safety Officer shall be paid at the rate of Three Thousand Six Hundred dollars (\$3,600.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

E. SCHOOL RESOURCE OFFICER

The Juvenile Officer shall be paid at the rate of Nine Hundred (\$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 01, 2017 the School Resource officer shall be paid at the rate of Two Thousand dollars (\$2,000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018 the School Resource officer shall be paid at the rate of Two Thousand Four Hundred dollars (\$2,400.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

F. DOMESTIC VIOLENCE OFFICER

The Domestic Violence Officer shall be paid at the rate of Nine Hundred dollars (\$900.00) per year for his/her 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 01, 2017, the Domestic Violence Officer shall be paid at the rate of One Thousand dollars (\$1,000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018, the Domestic Violence Officer shall be paid at the rate of One Thousand Two Hundred dollars (\$1,200.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

G. DARE OFFICER

The DARE Officer shall be paid at the rate of Nine Hundred dollars (\$900.00) per year for his/her 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 01, 2017, the DARE Officer shall be paid at the rate of One Thousand dollars (\$1,000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018, the DARE Officer shall be paid at the rate of One Thousand Two Hundred dollars (\$1,200.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

H. CRIME PREVENTION OFFICER

The Crime Prevention Officer shall be paid at the rate of Nine Hundred dollars (\$900.00) per year for his/her 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 01, 2017, the Crime Prevention Officer shall be paid at the rate of One Thousand dollars (\$1,000.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract.

Effective July 01, 2018, the Crime Prevention Officer shall be paid at the rate of One Thousand Two Hundred dollars (\$1,200.00) per year for assigned duties subject to recall at the request of the Chief of Police without regard to minimum recall provisions of the overtime section of this contract

ARTICLE XXIII

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 arising over the interpretation of a specific and express provision of this agreement may be processed as a grievance. 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. Failure of the management to respond to grievance will allow grievant his right to proceed to the next step.

Section 1.

An employee of SPPU having a grievance or complaint shall reduce the grievance to writing and present it to the Chief within fifteen (15) working days of the occurrence or reasonable knowledge of the occurrence giving rise to the grievance or it shall be null and void. The Chief shall render his decision in writing within seven (7) working days of receipt of the grievance.

Section 2.

If no satisfactory resolution is reached in Step 1, SPPU or the employee shall present the grievance to the Town Manager within fourteen (14) working days from the receipt of the reply from the Chief. The Town Manager shall respond in writing with his decision within fourteen (14) days of receipt of the grievance. If the Town Manager is absent due to illness or vacation during the above period an additional seven (7) working days shall be allowed for his response.

Section 3.

If no satisfactory resolution is reached in Step 2, SPPU may submit the grievance to arbitration pursuant to the rules of the American Arbitration Association within twenty-five (25) days of receipt of the decision of the Town Manager. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless both parties agree to modify the scope of the arbitration. The decision of an Arbitrator shall be final and binding upon the parties covered by this Agreement.

This 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.

Section 4.

The arbitrator shall not add, subtract from or alter any provisions of this Agreement, nor shall he establish any new terms or conditions of employment.

Notwithstanding any contrary provisions, the arbitrator shall be without power or authority to make a decision which:

- (a) is violative or inconsistent with any term or provision of this Agreement or applicable law;
- (b) exceeds his jurisdiction and authority under law and this Agreement;
- (c) involves any matter which by law or under the term of this Agreement, is within the exclusive authority of the Town.

ARTICLE XXIV

INJURY ON DUTY LEAVE

Section 1. Whenever a police officer is incapacitated for duty because of any injury sustained in the performance of his duty without fault of his own, or a police officer assigned to special duty by his superior officer, whether or not he is paid for such special duty by the Town, is so incapacitated because of injuries so sustained, he 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 assistance pay and longevity pay.

Section 2. A police officer so incapacitated for duty because of injury sustained in performance of his duty without fault of his own shall promptly notify the Chief of Police or such person as the Chief of Police shall designate as to the circumstances of his injury and the extent of his incapacity. If the officer does promptly notify the Chief of Police, the Town agrees it will grant him leave without loss of pay until such time as the Town determines that for whatever reason, it is going to deny his claim. In the event the Town denies the officer's claim, it will forthwith notify the police officer of the denial and he may elect to pursue his claim through arbitration or the courts, but not both. If an officer'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. Vacation leave and sick leave shall accrue as outlined in Article XII, Section 1.

Section 4. 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, etc. do the following:

- A. Provide affirmative evidence of compliance with each required element set forth in Sections 1 and 2;
- B. Notify the Police Chief of any change in medical condition, including, but not limited to, any 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 doctors' 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 of re-examination by a physician designated by the Town Manager (or appointing authority) at the Town's expense.
- F. Advise the Chief of any outside employment in which the employee is engaged at the time of injury and prior to the commencement of any outside employment while claiming the benefits of this Article.

Exacerbation or reappearance of prior symptoms of illness or injury will require fresh evidence of eligibility at the time of such exacerbation or reappearance and must be processed as fresh claims notwithstanding any prior determination of eligibility.

Section 5. 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 6. 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 Braintree Rehabilitation Hospital or recommended by said Braintree Rehabilitation Hospital. Said neutral physician shall examine the employee (and require the employee to be examined by such other specialists as he 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. The neutral physician shall be asked to make a determination of the fitness of the examined employee to perform light duty based on the specific physical requirements of each light duty task, and his report shall specify which, if any, light duty task(s) the examined employee is capable of performing. Said neutral physician's determination as to those matters shall be binding on all parties. If the neutral physician's determination finds that in fact the employee is capable of performing light duty as outlined in this Article, then as of that date any medical expenses incurred by other medical examinations sought or undergone by the employee will be the responsibility of the employee. 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 original 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 continue to be on injured-on-duty status in accordance with M.G.L. c.41 s. 111F. If the neutral physician determines that the employee is capable of performing any light duty task(s), the employee shall report for light duty as ordered by the Chief. If the neutral physician determines that the employee is not capable of performing any light duty task, the employee shall continue on injured-on-duty status in accordance with M.G.L. c.41, s. 111F.

Section 7. This Article supersedes any conflicting provisions of M.G.L. c.41 s. 111F and in all other respects incorporates said statute by reference under this Agreement.

Section 8. Disputes under Section 6 through 18 of this Article shall be handled solely under the grievance and arbitration procedure of this Agreement.

Section 9. Upon request of the Town, the employee shall provide adequate documentation, including a review of the physical requirements of a specifically identified form of outside employment, from his/her treating physician that such outside employment, if any, would not hinder his/her recovery from his/her on-duty injury. If the employee fails to provide such documentation, the Town may require the employee to cease such outside employment. If the employee wishes to continue outside employment while on light duty status, the neutral

physician shall be requested to make the determination of whether such employment would hinder his/her recover.

Section 10. Light duty tasks shall include, but not be limited to the following:

1. Answering telephones, typing, filing
2. 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 Administrator, and two (2) representatives of the Bargaining Committee, as chosen by the Union.
5. All light duty assignments may be made only after a written medical opinion is obtained from the neutral physician which indicates that the employee's injury(ies) would not prevent him/her from performing such task(s). If, in the opinion of the neutral physician, performing such light duty task(s) would prolong the rehabilitative process or otherwise seriously increase the risk of further injury, the Chief shall not assign such task(s) to the injured employee.

Section 11. The Town agrees to pay all reasonable costs associated with any appropriate examination(s) of any employee by the neutral physician, or any other specialist recommended by the neutral physician, pursuant to this Article.

Section 12. Light duty assignments shall not affect the shift assignments, or annual shift bid possibilities, or other employees. Employees assigned to light duty pursuant to Sections 6 and 10 above, shall be assigned to the same shift as their assignment before the injury; provided, however, in the event an employee is already assigned to light duty on a particular shift and another employee injured on duty also regularly assigned to that shift subsequently becomes able to perform light duty, the other employee may be assigned to any other regular shift by the Chief. An employee on light duty may be assigned to a shift other than his regularly assigned shift if such reassignment is mandated by the neutral physician. Alternative light duty work schedules may be agreed upon by the committee set forth in Section 10 (4) above.

Section 13. An employee on light duty shall be paid the night shift differential for all hours actually worked on a shift for which differential is paid. An employee whose shift assignment prior to the injury entitled him/her to the night shift differential shall be paid such night shift differential for all hours actually worked on light duty, regardless of the shift to which he/she is assigned.

Section 14. Employees who are eligible to perform light duty and/or who are on injured duty leave shall not be eligible to work private details until their return to full duty.

Section 15. When the opinion of the neutral physician does not preclude overtime assignments, police officers, performing light duty shall be permitted to work overtime in such circumstances where the Town and Union mutually agree such overtime would be appropriate. The Town acknowledges that its approval of such appropriate overtime will not be unreasonably withheld. The length of each overtime opportunity shall be equal to or less than the number of hours regularly worked by the employee on each of his/her regular light duty shifts.

Section 16. The Town agrees that any employee who is assigned light duty on a less than full-time basis, and who reports as assigned, shall be considered to be on injured-on-duty status for the remainder of his/her regular week and shall be paid for such time in accordance with M.G.L., c.41, s. 111F.

Section 17. An employee shall not be required to report for light duty without a legitimate light duty assignment.

Section 18. Light duty as set forth in Section 10 above shall be made available on a voluntary basis to employees on long term sick leave, subject to medical documentation at the employee's expense that the employee is capable of performing such task(s). Such an employee may be assigned to light duty on any regular shift by the Chief and may be reassigned if necessary to accommodate the rights under Section 12 above of employees injured on duty who return to light duty. No other provisions of this Article shall be applicable to employees who return to light duty under this Section.

ARTICLE XXV

SUPERLONGEVITY PAYMENT

Effective July 1, 2005, employees must give the employer by October 1st for the subsequent fiscal year notice of their intent to collect the super longevity payment and must identify the date they wish to receive said benefit. If granted, payment will begin at the requested time during the subsequent fiscal year and will last for three years only. Only three officers will be allowed to receive this payment at any one time. Once one officer stops receiving the payment, another officer may begin receiving it provided that it was requested as of October 1st of the prior fiscal year. The three officers receiving the benefit may be staggered over three years or they may be within each of the three years, depending upon the election dates of the officers.

Employees must have 25 years of creditable service wherever earned as defined pursuant to G.L. c. 32 to be eligible for participation. An employee who has successfully elected to participate in super longevity will reduce a wage premium of five percent added to base pay for up to the maximum of the 3 year period they are receiving the benefit. Said wage premium shall not be subject to pyramiding and, therefore, shall not exceed a total of five percent (5%) in any given year, i.e. 5%-5%-5% and not 5%-10%-15%. Employees receiving this benefit will be assigned additional duties per the Police Chief.

All officers receiving the benefit as of May 1, 2008 will remain on the benefit until such time as they retire or are otherwise not eligible to receive it. Once the number drops below three, an additional officer may then receive the benefit.

The most senior officer requesting the benefit shall be granted it in case of multiple requests.

If after receiving the super longevity benefit for a period of thirty-six months an officer continues employment with the department the officer shall be ineligible to receive benefits due under Article XVII or Article XVIII for so long as the officer remains with the department.

Effective October 16, 2014, the above superlongevity benefit and terms of same shall be eliminated for all employees except those employees who were already receiving the benefit as of said date or had already been approved to receive the benefit by the Town as of said date. For those employees who were receiving or were approved to receive the benefit as of October 16, 2014, the terms and conditions of the superlongevity benefit as stated above shall continue to apply.

ARTICLE XXVI **PHYSICAL FITNESS STANDARDS**

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

ARTICLE XXVII

MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore and had by it as well as where such rights, powers and authority are specified or tacitly included in the General Laws, Civil Service Rules and Regulations and Town Charter. It shall have the sole unquestioned right, responsibilities and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employee(s).
- D. To select and to determine the number of types of employee(s) required to perform the town's operations.
- E. To employ, transfer, promote or demote employee(s), or to lay off, terminate or otherwise relieve employee(s) from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirement of the Town, provided such rules and regulations are made known in a reasonable manner to the employee affected by them.

G. To insure that related duties connected with departmental operations whether enumerated in job descriptions or not, shall be performed by employees.

H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining Local #348 or discriminating against its members.

I. It is understood and agreed by all parties concerned that this Agreement notwithstanding all budgetary items contained herein are subject to action of the Town Meeting(s).

J. This entire Agreement is subject to Chapter 13 and 31 of the General Laws and any other applicable provisions therein.

K. The Town Manager reserves the right to hire and fire and otherwise act in all personnel matters consistent with Civil Service procedure, Town by-laws and personnel regulations and the Town Charter.

L. No part of this agreement shall be interpreted to rescind or by-pass any Town by-law, rules and regulations, state law, act or other.

M. To utilize civilian dispatchers, at any time, in whole or in part, to perform police dispatching; however, the Town agrees that the implementation of any such civilian dispatching shall not result in the layoff of any police officer.

The above rights, responsibilities and prerogatives are inherent in the Town Board of Selectmen and the Town Manager by virtue of statutory and Charter provisions. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure prescribed in this Agreement.

ARTICLE XXVIII

PRESERVATION OF RIGHTS

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

ARTICLE XXIX

PROMOTIONAL OPPORTUNITIES

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

ARTICLE XXX

DURATION OF CONTRACT ETC.

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 SPPU contract negotiating committee for the purpose of negotiations concerning such amendments, modifications or termination.

ARTICLE XXXI

PERFORMANCE EVALUATION COMMITTEE

The parties agree to establish a joint committee whose purpose will be to discuss and develop a performance evaluation process and instrument for members of the bargaining unit. Upon the request of the Town, the Union will designate up to two (2) members of the bargaining unit to serve on such committee. The parties agree that the committee shall endeavor to complete its task of developing a performance evaluation process and instrument by the expiration of this agreement, i.e. June 30, 2023.

IN WITNESS WHEREOF, the said Town of Stoughton has caused this instrument to be executed by the Board of Selectmen, duly authorized by Chapter 150E of the General Laws as of this 16th day of October, 2021 and the members of the SPPU have caused this instrument to be signed by its Bargaining Committee thereunto duly authorized as of this 8th day of September, 2021.

STOUGHTON POLICE
PATROLMEN'S UNION

By: 

Daniel Barber, President

SPPU MCP Local 447

TOWN OF STOUGHTON

By:

Town Manager

Ratified By: Board of Selectmen

Bargaining Committee

Dawn Miller
Debra Roberts

RATIFIED BY THE SELECT BOARD DATED 10/18/2022

Debra Roberts
Debra Roberts
Steve S
Steve S

Contract Salary Breakdown

Proposed Contract					
Annual	PD FY21	Annual	PD FY22	Annual	PD FY23
Academy	\$ 54,980.99	Academy	\$ 56,080.61	Academy	\$ 57,903.23
Year 1	\$ 68,646.40	Year 1	\$ 70,019.33	Year 1	\$ 72,294.96
Year 5	\$ 69,332.87	Year 5	\$ 70,719.53	Year 5	\$ 73,017.91
Year 12	\$ 70,372.86	Year 12	\$ 71,780.32	Year 12	\$ 74,113.18
Year 25	\$ 72,659.98	Year 25	\$ 74,113.18	Year 25	\$ 76,521.86
Quinn based on Year 12					
AA	\$ 77,410.15		\$ 78,958.35		\$ 81,524.50
BA	\$ 84,447.43		\$ 86,136.38		\$ 88,935.81
MA	\$ 87,966.08		\$ 89,725.40		\$ 92,641.47
Education Incentive based on Year 5					
AA	\$ 72,632.87		\$ 74,819.53		\$ 76,917.91
BA	\$ 76,832.87		\$ 78,219.53		\$ 81,017.91
MA	\$ 79,432.87		\$ 81,419.53		\$ 84,317.91

Proposed Contract	FY20 - 1.5%	2.5% Roll In	FY21 - 2.5%	FY22 - 2.0%	FY23 - 3.25%
PD					
Academy	\$ 25.69		\$ 26.33	\$ 26.86	\$ 27.73
Year 1	\$ 31.29	\$ 32.07	\$ 32.88	\$ 33.53	\$ 34.62
Year 5			\$ 33.21	\$ 33.87	\$ 34.97
Year 12			\$ 33.70	\$ 34.38	\$ 35.49
Year 25			\$ 34.80	\$ 35.49	\$ 36.65