

AGREEMENT
BETWEEN
TOWN OF STOW, MASSACHUSETTS
AND
STOW POLICE UNIT LOCAL 206
MASSACHUSETTS COALITION OF POLICE, AFL-CIO
July 1, 2023 through June 30, 2024

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Article I: Recognition

The Town recognizes the Union as the exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment subject to negotiations pursuant to the General Laws of the Commonwealth of Massachusetts in the following collective bargaining unit:

All regular full-time police Patrolmen and Sergeants of the Town, but excluding from this agreement all other employees, including those certified by the MLRC in Case No. 2863.

Article II: Dues Deduction – Agency Fee

Section 1.

Subject to applicable law as set forth in the General Laws of The commonwealth of Massachusetts, Chapter 180, Section 17A, the Town shall deduct Union dues or initiation fees (as certified by the Union to the Town in writing) for each of its employees within the unit covered by this Agreement who, individually, in writing authorize such deduction (in the form attached hereto as Appendix A) and forward the full amount thus deducted to the Secretary-Treasurer of the Union or his authorized agent. Dues shall be deducted once a month in a pay period other than the pay period when medical insurance deductions are made.

Section 2.

By the tenth (10th) day of the succeeding month, the Town shall remit such deductions to the Treasurer of the Union together with a list of employees who have had said dues deducted.

The authorization of deductions may be revoked by the employee at any time upon written request to the Town and by filing a copy of such withdrawal with the Treasurer of the Union.

Section 3.

The Town will incur no liability for loss of dues monies after depositing the same addressed as directed to the Union in the United States mail.

Section 4.

Although membership in the Union is not mandatory for Stow Police Officers, benefits gained by the Union are accorded all employees represented, therefore, all non-Union employees must agree in writing as a condition of employment to contribute an agency service fee to the Union which shall equal an amount which is proportionately commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 180, Section 17G and Chapter 150E, Section 12 of the General Laws. Such agency fee shall be handled in the same manner as Union dues, as described above in this Article.

Section 5.

The Union 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 or in reliance of any assignment furnished to the Town.

Article III: Non-Discrimination

Section 1.

Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, age or national origin.

Section 2.

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organizations.

Section 3.

Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union, or non-membership or non-participation in such activity.

Article IV: Responsible Union – Town Relationship

The Town and the Union recognize that it is in the best interests of both parties, the employee, and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract. Each party shall bring the attention of all employees covered by this contract, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and the measures they have agreed upon to insure adherence to this purpose.

Article V: Management Rights

Section 1.

The Town is a public body established under and with the powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Select Board and Police Chief reserve and retain, whether exercised or not, those rights, powers and duties it now has or may be granted or have conferred upon it by the General Laws of the Commonwealth together with all non-statutory rights, powers and authority to manage and direct the employees of the Town's Police Department. Except as specifically abridged or modified by a term of this Agreement, the exercise of the aforesaid

Town's rights shall be final and binding and no subject to the grievance-arbitration provisions of this Agreement.

Section 2.

The Union agrees that the Town has complete authority over the policies and administration of the Police Department in the town and may continue to take action it deems appropriate in the management of said department including but not necessarily limited to the right to hire, promote, transfer and assign employees and to suspect, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine and maintain equitable standards of performance, to require the observance of reasonable rules and regulations, and to determine the method, means, work schedules and personnel by which such operations are to be conducted, including contracting out, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Article VI: Grievance Procedure

Section 1.

Any dispute in connection with the interpretation or application of the provisions set forth in this Agreement may be presented for consideration by the Union. Only articles addressed in this Agreement are subject to the grievance procedure. A majority of the membership must approve of a grievance before it is filed.

Section 2.

The parties agree that any grievance that may arise during the life of the Agreement will be discussed promptly and the parties will diligently cooperate in an effort to adjust said grievance at the earliest possible time.

Section 3.

Any grievance must be filed within thirty (30) calendar days of the event upon which the grievance is based or from the date the employee should have had knowledge of the event or shall be deemed null and void. With the expectation that oral discussions or informational conferences between the Chief and the employees will take place during this time frame.

Section 4. Steps

Step 1. Filed in writing with the Police Chief, who shall hear the grievance and shall answer within seven (7) working days. This shall not preclude oral discussions or informal conferences between the Chief and the employees.

Step 2. Filed in writing with the Town Administrator within five (5) working days after the answer is due at Step 1. The Town Administrator shall hear the grievance as presented by the aggrieved employee(s) with no more than two (2) Union representatives if the employee(s) so desire(s), within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within seven (7) working days following the conclusion of the hearing.

Step 3. Filed in writing with the Select Board within five (5) working days after the answer is due at Step 2. The Select Board or its designee shall hear the grievance as presented by the aggravated employee(s) with no more than two (2) Union representatives if the employee(s) so desire(s), within fourteen (14) calendar days following receipt of the grievance and shall answer the grievance within seven (7) working days following the conclusion of the hearing.

Step 4. Submitted to arbitration by either party (Union or Town but not an individual employee) within twenty (20) working days after the answer of the Select Board is due and written notice of said submission shall be given the other party by delivered in hand or by mail, postage prepaid. The arbitration proceeding shall be conducted and the arbitrator shall be selected according to the rules and regulations of the American Arbitration Association. A source other than the individual recommended by the American Arbitration Association may be selected to hear the grievance as long as both parties mutually agree to the individual selected.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issues his decision within thirty (30) days after the conclusion of testimony and argument.

Any employee who files a grievance involving a discharge, demotion or suspension which is governed by the laws administered by a Retirement Board may elect to submit the grievance to arbitration for a final and binding decision. The employee shall make this election in writing prior to the initiation of Step 3 of the grievance procedure and said election shall be final.

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 an incident which occurred or failed to occur prior to the execution of this Agreement;
- d. Involves any matter which by law or under the term of this Agreement, is within the exclusive authority of the Town.

Section 5.

The cost and expenses of arbitration shall be shared equally by the parties.

Section 6.

A grievance shall be deemed waived and settled on the basis of the Town's answer unless such grievance is submitted to each of the Steps within the time limits provided.

Article VII: No-Strike Clause

Section 1.

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

Section 2.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services or sickout, the Union shall forthwith disavow any strike, work stoppage, slowdown, withholding of services or sickout, and shall refuse to recognize any picket line established in connection therewith.

Section 3.

In consideration of the performance by the Union of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

Section 4.

The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article; provided, however, that an issue of fact as to whether an individual has engage in such activity may be the subject of the grievance-arbitration procedures set out herein.

Section 5.

The Town agrees that, during the term of this Agreement, it will not lock out any employees covered by this Agreement.

Article VIII: Seniority

Section 1.

Seniority shall be considered the length of an employee's continuous service in his permanent classification within the Police Department of the Town of Stow. An employee shall acquire seniority after completing one (1) year probationary period, and his or her seniority will then revert to the beginning date of employment. During an employee's probationary period he or she may be terminated at the sole discretion of the Town. The Chief shall establish a seniority list, which shall be brought up to date on or before January 31 of each year. Said list shall be posted at the station for a minimum period of thirty (30) days.

Section 2.

Any vacancy covered by the terms of this Agreement which the Town intends to fill shall be posted for at least seven (7) calendar days and shall be open to application by all employees covered by this Agreement. With the exception of the classification of Chief and Deputy Chief,

no outside recruiting shall occur prior to the conclusion of the posting period. If the abilities and qualifications of two (2) or more applicants are substantially equal, preference will be given to the most senior applicant from within the Department; however, nothing herein shall prevent the Town from hiring outside the Department if such applicants have greater abilities and qualifications.

Article IX: Layoff

Section 1.

If the Town finds it necessary to lay off employees, the procedures set forth in this Article will apply.

Section 2.

A "layoff" is hereby defined as a complete termination of employment for economic or other legitimate non-disciplinary reasons.

The Union will be notified whenever possible four (4) weeks in advance of any layoff and, insofar as practicable, of the number, names and job classifications (rank) of those employees who are affected.

Section 3.

If a layoff is necessary, the Town shall consider affected employees' abilities and qualifications. If on the basis of such factors two or more employees in the same job classification (rank) are substantially equal, the least senior employee shall be laid off first.

Section 4.

The Town will give each employee who is laid off either two (2) weeks advance notice or in lieu of such notice, two (2) weeks pay.

Section 5.

In addition to a termination allowance as provided above, an employee who is laid off will receive a payment in lieu of any vacation which he may have earned but not used at the time of the layoff. If an employee who has been laid off and who has received payment in lieu of vacation is rehired in the same calendar year, he shall not be entitled to a vacation with pay in that calendar year.

Section 6.

If an employee who is laid off and has received a termination allowance is rehired and if the number of weeks upon which the termination allowance was computed is greater than the number of weeks since the date of the layoff, the amount of the allowance applicable to the excess number of weeks shall be regarded as an advance to the employee, and the employee shall repay such amount to the Town through weekly payroll deductions at the rate of at least 10% of his basic weekly wage.

Section 7.

In rehiring in any job classification the Town will offer re-employment to those former employees who have been laid off in that job classification in the inverse order in which said employees were laid off.

Section 8.

There shall be no obligation to offer re-employment to any employee who has been laid off more than one year.

Section 9.

The offer of re-employment shall be sufficient if made by certified or registered mail addressed to the laid-off employee at his last address of record with the Chief as shown by the records of the Town. Any such laid-off employee must respond and be available for re-employment within seventeen (17) days from the date of mailing of the offer; otherwise the laid-off employee shall be deemed to have refused re-employment, and the Town's obligation under this Article is satisfied.

Section 10.

Any employee recalled within one year of his date of layoff will return to his former classification with service accrued up to the time of layoff.

Article X: Appointments

Section 1.

No employee who has been in the employ of the Town for twelve (12) consecutive months or more shall be discharged for reasons other than just cause.

Section 2.

An employee's initial Term of Appointment is subject to annual appointment for the period of two (2) years. In the event that the Select Board intend not to reappoint an employee, it shall give written notice of that intention to the employee and the Union at least sixty (60) days prior to the beginning of the fiscal year (of the Town) for which such appointment would be made. If an employee is no reappointed during the first two years of employment, he or the Union shall have the right to present to the Select Board his case as to why he should be reappointed, being represented by the Union and such counsel as he and the Union may choose. Such hearing shall be public or in executive session at the employee's option. Any discussion of the Select Board (after such hearing has been conducted, if requested) not to reappoint an employee at any time before he has completed two (2) years of continuous employment shall be grievable but not arbitrable.

Section 3.

Any decision to dismiss an employee after two years of service shall be subject to the grievance and arbitration provisions agreed to herein.

Section 4.

Employees will abide by regulations put forth by the POST Commission.

Article XI: Physical Examinations

Physical examinations shall be required and be mandatory every two (2) years on a staggered schedule to be established by the Chief of Police. The expense of the physical examinations shall be paid by the Town, and the examinations are to be performed by a qualified physician of the Town's choice. The minimum examination must be in accordance with the standards of the Town of Stow Police Department. The employees hereby authorize the Town to have unlimited access to the results of such examinations and to any medical records pertaining thereto and will sign an authorization or release as may be necessary to allow the Town access thereto. Except as necessary for consideration of appointment, reappointment or dismissal any such information or reports received will be considered confidential and no available to third parties.

On an annual basis, officers who successfully complete an optional, scheduled Cooper Standards Physical Assessment, administered by the Town, in collaboration with the Wellness Officer, will receive \$250.

Article XII: Holidays

Section 1.

All full-time employees shall be entitled to twelve (12) paid holidays in each year, namely: New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Such holiday pay shall be paid in a manner and by the means established by the Chief.

Section 2.

Such employees shall also be entitled to their regular compensation for the time worked on such holidays. Officers who work their scheduled shift on Thanksgiving or Christmas will also receive an eight (8) hour compensatory day in addition to their regular compensation.

Section 3.

Employees request for time off on any shift covering Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, shall only be granted if the shift can be filled voluntarily with a full or part time officer. There will be no order in coverage on these five (5) days.

Section 4. Holiday Bank

Employees who are scheduled to work on a recognized holiday can:

- a. Have the day off in lieu of holiday pay;
- b. Work the holiday and bank the holiday pay in exchange for a day off at a later time;
- c. Accept the holiday pay at the time it's earned.

A banked holiday day must be used within 90 days of the holiday and cannot be traded for use of another one of the 12 accepted holiday days.

Article XIII: Safety and Health

Section 1.

The Town will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Board.

Section 2.

Safety is a concern to the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in the accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees and the general public.

Section 3.

The Town shall provide Hepatitis B immunization for all regular full-time police patrolmen and sergeants.

Section 4.

The Town shall contribute 70% of the premium cost of health insurance for each employee who participates in the Minuteman-Nashoba Health Group plan, excluding the indemnity program to which the Town contributes 50%. The Town shall contribute 50% of the premium cost of dental insurance for each employee who participates in the Dental Blue plan.

Article XIV: Overtime

Section 1.

Overtime at the rate of one and one-half times the employee's regular hourly rate of pay shall be paid for any time worked in excess of forty hours a week, or eight hours in any one day.

Section 2.

Overtime opportunities or extra shifts shall be offered first to full-time employees on the basis of a rotation list kept for that purpose jointly by both parties. Said list shall be posted and overtime shall be distributed as equitably as possible. Records shall be kept of overtime worked.

If no full-time employee is readily available, the overtime opportunity or shift may be offered to special officers not members of the bargaining unit.

A full-time employee subject to this Agreement who works an extra shift pursuant to this section shall be paid for such shift at the rate of time and one-half his or her hourly rate if the provisions of Section 1 are fulfilled.

Section 3.

There shall be no pyramiding of overtime; neither shall absence due to vacation or sickness be counted as time worked for the computation of overtime.

Section 4.

Except in cases of emergency declared by the Chief, no employee shall work more than sixteen (16) consecutive hours in any twenty-four (24) hour period nor more than a total of sixty-four (64) hours in any one work week.

Section 5.

Employees are guaranteed a minimum two (2) hours pay for any callback at a rate of pay of time and one-half (1 ½) their regular pay, unless said callback is within two (2) hours prior to, or within two (2) hours subsequent to a regularly scheduled shift at which it will be hour for hour, in 15-minute increments up to the two (2) hours. Any time worked after the two (2) hour minimum call back coverage will be paid in two (2) hour increments to four (4) hours. Any time worked after the 4 hours will be paid as time worked.

Section 6.

Notwithstanding Section 2 of this Article or any other provision of this Agreement to the contrary, the Town shall have the option to use either a regular full-time permanent officer or a special police officer to fill any vacancy in a regularly scheduled shift in excess of the eighth (8th) consecutive such vacancy resulting from the absence of a regular full-time permanent officer who is on injury leave pursuant to M.G.L. c. 41, Section 111F.

Section 7.

If an officer has been ordered into work by the Chief of Police or His designee, said officer shall be compensated at the rate of one and one-half times the officer's regular hourly rate of pay. Said overtime shall be paid regardless of how many hours an employee has worked within his current pay period.

Article XV: Sick Pay**Section 1.**

Each full-time employee shall be credited within fifteen (15) days sick leave, effective July 1, on a fiscal year basis.

New employees shall be credited with one and a quarter (1 ¼) sick days per month of service, beginning on their first month of employment. A new employee will be given full credit for the month in which they begin employment for sick leave accrual purposes.

No sick leave accrual will occur when employees are absent from work due to Worker's Compensation claims or for any time period when the employee is absent without pay, unless approved in writing by the Town Administrator.

Sick leave not used in any year shall be cumulative to a total of up to one hundred eighty (180) days.

Section 2.

Whenever a holiday falls on a day an officer is regularly scheduled to work and that officer is legitimately ill on that day, he or she shall be entitled to utilize any available sick leave benefits and, in addition, shall receive pay for the holiday.

Section 3.

For absences in excess of three (3) consecutive workdays, the Town shall require the employee to present a physicians' certificate.

- a. Upon request of the department head, the Select Board may advance sick leave to an employee by an amount not to exceed thirty (30) days. Advance sick leave shall be repaid to the Town out of leave not used during the following years.
- b. If an employee leaves Town employment with a sick leave advance liability against his/her record, such liability shall be deducted from accrued earnings.
- c. Any employee who is on sick leave will not be allowed to return to duty until they are capable of performing the full duties of employment, except to perform specific transitional duties mutually agreed upon by the department head and employee.
- d. Eligible employees may use accrued sick leave may be used for parental leave (job-protected leave from employment, for a mother or father, to care for a child following its birth or adoption) purposes, as allowed, consistent with all language in the Collective Bargaining agreement, including Article XV Sick Pay, and Article XVI Vacations or unpaid at the choice of the employee.
- e. No payment shall be made for unused sick leave balance upon termination of employment.

Section 4.

Sick leave shall accumulate while an employee is in full pay status except that such leave shall not accumulate during the period of an employee is on Injury on Duty leave pursuant to M.G.L. c. 41, Section 111F.

Section 5.

Employees may, at the sole discretion of the Chief of Police, use up to five (5) sick days per fiscal year to care for an immediate family member. Denial of such use of sick leave is not subject to the grievance or arbitration process.

Article XVI: Vacations

Section 1.

All full-time permanent officers shall be entitled to vacation leave based on length of continuous Town service as follows:

Duration of Continuous Service	Accrual Rate
One month through five (5) years	10/12 days per month (10 days per year)
After five (5) years	1 ¼ days per month (15 days per year)
After ten (10) years	1 2/3 days per month (20 days per year)
After twenty (20) years	2 1/12 days per month (25 days per year)

Section 2.

Vacation benefits shall be on an accrual basis as above but employees shall be permitted to take vacations in advance of actual accrual of the amount to be accrued in the fiscal year involved, with the understanding that should such an employee leave the employ of the Town after having taken vacation in excess of that actually accrued, such employee shall be required to repay the same, or it shall be deducted from his or her salary prior to termination of employment.

No vacation time will accrue when employees are absent without pay, unless approved in writing by the Town Administrator.

New employees shall accrue vacation benefits at the rate of ten-twelfths (10/12) of a day per month, beginning on their first month of employment. New employees will be given full credit for the month in which their employment began for vacation time accrual.

Section 3. Miscellaneous Provisions

- a. Eligibility is determined by anniversary date of employment.
- b. The maximum number of days carried as accrued vacation leave into a new fiscal year is limited to the number of days accrued during the prior fiscal year. Time carried over into the new fiscal year does not count towards the accrued time.
- c. If an employee becomes ill while on vacation, vacation leave continues to apply.
- d. Vacation leave must be taken in increments of at least one-half day.
- e. Each department head shall schedule the vacations of employees within the department so as to cause the least interference with the work, while giving preference to those employees with maximum seniority.
- f. A terminated employee shall be paid for all vacation leave accrued but not taken as of the date of his/her termination.
- g. Employees who are on Injury on Duty (IOD) leave pursuant to M.G.L. c. 41, Section 111F shall not accrue vacation leave during the period they are absent due to such leave, except that an officer who is on IOD for less than thirty (30) calendar days during any fiscal year, then he or she shall earn vacation leave for the fiscal year in proportion to the number of days the officer actually worked during the fiscal year.

Section 4.

Each employee may, in lieu of actual time off, elect to receive payment, at his/her regular hourly rate, for up to 50% of the vacation time which the employee is eligible to accrue in the year involved. Each employee shall take at least one week of vacation leave per year. Time carried over into the new fiscal year does not count towards the buy back time.

Section 5.

Requests for Vacation Time less than 72 hours before the shift will not be guaranteed.

Article XVII: Extra Paid Details

Section 1.

Details, special details, road construction or repair, roadside improvements, or public utilities construction or repair, which may tend to hinder or endanger the normal flow of traffic,

vehicular, pedestrian, or otherwise, shall first be offered to the full-time Police Officers of the Stow Police Department, and the rate of pay shall be at sixty dollars (\$60.00) per hour for the first (8) hours, provided said details, or special details, do not conflict with the officer's normal shift. After eight (8), the hourly rate shall be at one and one-half (1 ½) times the aforementioned rate.

If the officer has been engaged for an eight-hour detail and, through no fault of his, is released from the detail before the expiration of the eight hours, he shall be compensated for the full eight hours, regardless of the four-hour minimum guarantee referred to in Section 2.

Section 2.

In any detail, special detail, road construction or repair, roadside improvements, or public utilities repair or construction accepted by a Police Officer, said police Officer shall be guaranteed a minimum of four (4) hours pay at an hourly rate of sixty dollars (\$60.00) per hour. In addition to the four (4) hour minimum for details a Police Officer accepting any private detail, as defined in Section 1 of this Article, shall be guaranteed a minimum of eight (8) hours pay at sixty dollars (\$60.00) per hour, should the detail exceed (4) hours.

Section 3.

The provisions of this article shall also apply to all details for the Town's Highway Department, Tree Department, and any other town ordered detail.

Section 4.

If said details, or special details are cancelled due to inclement weather or for any reason, and no notice is given to the Police Department and said Officer accepting said details, who reports for said detail or special detail, such Officer shall receive a minimum of four (4) hours pay at sixty dollars (\$60.00) per hour.

Section 5.

If said details, or special details are cancelled due to inclement weather or for any reason, and less than one hour advance notice is given to the Police Department and said Officer accepting said details, who reports for said detail or special detail, such Officer shall receive a minimum of two (2) hours pay at sixty dollars (\$60.00) per hour.

Section 6.

Any detail exceeding eight (8) hours will be paid at time and one half (1 ½) the regular detail rate of sixty dollars (\$60.00) an hour in one hour increments.

Section 7.

Details or Special Details that are worked between the hours of 6:00 PM and 6:00 AM will be paid at time and one half (1 ½) the regular hourly detail or special detail rate of sixty dollars (\$60.00) an hour. Should a detail start prior to 6:00 PM and continue past 6:00 PM the Police Officer shall be compensated at time and one half (1 ½) the regular hourly rate for any time worked past 6:00 PM through 6:00 AM.

Section 8.

The Chief, when available, or the on duty shift commander in his absence, shall determine on a case by case basis, given the nature of a detail work request, the number of officers to be assigned to work the detail. Officer safety will be primary consideration in determining the officer assignment numbers.

Section 9.

The sixty dollar (\$60.00) per hour base detail rate referred to in the above sections of this article is subject to being reopened for negotiations on an annual basis, upon written request by the union.

Article XVIII: Schooling Benefits**Section 1.**

The Town shall continue the present funding for tuition and books needed for courses for college credits in the Law Enforcement field, or other field upon approval from the Chief, annual appropriating four thousand dollars (\$4,000.00) for the entire Police Department. Reimbursement of tuition and books will be based on a majority vote of Local 206 on how these funds shall be distributed.

Section 2. (deleted)**Section 3.**

The Town shall institute a Career Incentive Program to promote the formal professional education of its Police Officers.

- a. Increases in annual base pay shall be awarded all employees subject to this Agreement upon their date of graduation from an accredited institution of higher education.
- b. Increases shall be awarded for degrees received in accredited degree programs in the field of Police Science, or any other field which directly prepares an individual for a career as a Police Officer, and which received prior written approval from the Select Board.
- c. Increases shall be awarded for degrees received prior to employment as a Police Officer for the Town. Increases for Master's Degree shall only be awarded if said degree was received from an accredited institution.
- d. The amount of the increases shall be as follows:
 - a. 5% upon receipt of an Associate's Degree
 - b. 10% upon receipt of a Bachelor's Degree
 - c. 15% upon receipt of a Master's Degree from any approved accredited educational institution

The percentage increase shall not be accumulative.

Article XIX: Uniform Allowance

The Town shall provide an annual departmental uniform and equipment allowance of up to \$1,200.00 per officer. This allowance is intended to provide necessary and proper uniform and equipment purchases throughout the year for each permanent full-time police officer. The

maximum allowable annual expenditure for each officer will be \$1,200. Any unexpended allowance funds shall be returned to the Town's General Fund at the end of each Fiscal Year.

The Chief alone is responsible for establishing standard uniform and equipment requirements and for determining whether a request for clothing or equipment purchase meets the established standard uniform and equipment requirements.

The Chief will exercise complete control and management of this uniform and equipment allowance account. No uniform clothing articles or equipment shall be purchased by any officer until written pre-purchase approval has been issued to the officer by the Chief. This pre-purchase approval shall specify the article(s) to be purchased and the dollar amount being approved.

Article XX: Travel Expense

The Town shall reimburse an employee for the use of his/her private automobile for official town business at the rate set by the IRS, when such use is authorized by the Chief.

Article XXI: Special Assignments

Section 1.

The Town shall establish the following additional annual compensation at One Thousand Five Hundred Dollars (\$1,500) per eligible officer, such officer being designated by the Chief of Police with the approval of the Select Board.

Prosecutor The Town shall establish additional annual compensation at seven hundred and fifty dollars (\$750.00) per each Evidence Officer, such officer being designated by the Chief of Police.

Said Compensation to be awarded to the officer so performing the assignment on an annual basis, but such compensation is not to affect the officer's hourly or daily rate but rather only his/her overtime rate if, and only if, and only on those pay periods when, the Federal Fair Labor Standards Act (FLSA) so requires.

Section 2.

The Town shall establish the following additional compensation for the position of Junior Detective and Senior Detective, such Officer/Detective being designated by the Chief of Police with the approval of the Select Board.

Junior Detective shall be compensated at the rate of 2.5% increase applied to his/her annual base pay.

Senior Detective shall be compensated at the rate of 5% increase applied to his/her annual base pay.

Senior Detective shall be designated by the amount of continuous years served in the detective position.

Section 3.

The Officer assigned to the position of Prosecutor and Evidence Officers shall receive their stipend compensation of \$1,500 regardless of their rank or dual role. Similarly the Officer assigned to the position of Jr. Detective or Senior Detective shall receive their compensation of 2.5% and 5% increase in annual base pay regardless of their rank or dual role. Any Sergeant who also holds one of these specialty assignments shall receive their Sergeant's pay in conjunction with their specialty assignment compensation.

Article XXII: Longevity

Any employee who has served five (5) years or more shall receive a longevity benefit of \$300.00 per each year served beyond five (5) years to a maximum of \$1,500. The longevity benefit received, as defined by this Agreement, will be dispersed to the officers annually, in one lump sum, the first week of December each year.

Article XXIII: Wages**Section 1.**

The compensation of officers employed by the Town shall be paid in accordance with the following schedule:

Effective July 1, 2023 – June 30, 2024

3% COLA Increase

Patrol Officers				
Step 1	Step 2	Step 3	Step 4	Step 5
\$61,736	\$64,222	\$66,698	\$69,186	\$71,657
Patrol Officer with an Associate's Degree				
Step 1	Step 2	Step 3	Step 4	Step 5
\$64,823	\$67,433	\$70,033	\$72,645	\$75,240
Patrol Officer with a Bachelor's Degree				
Step 1	Step 2	Step 3	Step 4	Step 5
\$67,910	\$70,644	\$73,367	\$76,105	\$78,823
Patrol Officer with a Master's Degree				
Step 1	Step 2	Step 3	Step 4	Step 5
\$70,997	\$73,855	\$76,702	\$79,564	\$82,406

Sergeants		
Step 1	Step 2	Step 3
\$75,240	\$78,823	\$82,406
Sergeant with an Associate's Degree		
Step 1	Step 2	Step 3
\$79,002	\$82,764	\$86,526
Sergeant with a Bachelor's Degree		
Step 1	Step 2	Step 3
\$82,764	\$86,705	\$90,646
Sergeant with a Master's Degree		
Step 1	Step 2	Step 3
\$86,526	\$90,646	\$94,767

Section 2.

Sergeants' annual compensation shall be computed by adding the appropriate rank differential in the percentage amount below to the then effective patrol officer's maximum salary set forth at Step 5 in Section 1 above. Newly hired Sergeants will normally start at Step 1; after one (1) year of service as a Sergeant, move to Step 2; and after two (2) years of service as Sergeant, move to Step 3.

The above step salary schedule may be opened annually during the term of this Agreement for Cost of Living Adjustment (COLA) only. Either party may notify the other in writing of its intent to reopen COLA negotiations for the following fiscal year. In the event neither party expresses an interest in writing to reopen COLA negotiations, the above step salary schedule shall remain in full force and effect throughout the term of this Agreement. No other article or provision of this Agreement shall be affected by this paragraph.

Newly hired employees who have not successfully completed police training pursuant to POST requirements for full-time officers, will start at Step 1; New employees who have completed such training, prior to commencing employment will start at Step 3. Thereafter, such newly hired employees will normally move to a higher step only after the expiration of each succeeding year of service.

Sergeants' annual compensation shall be computed by adding the appropriate rank differential in the percentage amount below to the then effective patrol officer's maximum salary set forth at Step 5 in Section 1 above. Newly hired Sergeants will normally start at Step 1; after one (1) year of service as a Sergeant, move to Step 2; and after two (2) years of service as Sergeant, move to Step 3

Step 1	Step 2	Step 3
5%	10%	15%

Section 3.

Employees working the 3PM to 11PM shift will receive a 3% shift differential added to their hourly rate of pay and those working the 11PM to 7AM shift will receive a 5% shift differential. The shift differential shall not be included when calculating the employee overtime rate, nor when calculating any employee wage.

Article XXIV: Compensatory Time**Section 1.**

Compensatory time may be granted in lieu of pay at the sole discretion of the Chief. When the Chief decides to grant compensatory time, it shall be granted at the rate of time and one-half. Officers may request compensatory time in lieu of pay for duty performed beyond their regularly scheduled shifts as long as they qualify under the provisions of the Fair Labor Standard Act.

Use of compensatory time is at the sole discretion of the Chief.

Section 2.

Officers will not be allowed to accumulate more than eighty (80) hours of compensatory time and shall not carry compensatory time into the next fiscal year. Officers will be paid for unused compensatory hours, at their regular hourly rate, at the end of each fiscal year.

The Chief, through his discretion, may limit the accumulation of compensatory time at any time during the fiscal year.

Article XXV: Hours of Work and Shift Assignments**Section 1.**

The Chief shall establish the work schedules for the Department, subject to the following provisions:

Regular work schedules for police officers, except those on administrative assignment shall be based on a system of four (4) consecutive days of work and two (2) consecutive days off.

Regular work shifts shall be eight (8) hours each.

Section 2.

Starting and ending times for each regular work shift shall be determined by the Chief as provided herein, but may be amended by the Chief during the period involved due to operating necessity of the Department.

Section 3.

Thirty (30) days before the first pay period in January, April, July and October, the Chief shall post a shift selection list on the Department bulletin board, listing all regularly work shifts to be in effect. Police officers may apply for shift assignments and shall be assigned by seniority except that:

- The sergeants shall not be assigned to the same shift unless the Chief approves; and
- The Chief shall have discretion to override seniority and schedule police officers with specialized skills to any shift according to the operating need of the Department.
- Police officers shall have fifteen (15) days following the posting of the shift selection list to apply for shift assignments and to notify the Police Chief in writing of their requests.
- Subject to emergencies and other exceptions as described in this Article, shift assignments shall remain in effect for the period involved.

Section 4.

After the new shift assignments become effective, the Chief may reassign police officers to other shifts if the operating needs of the Department so require or because of the performance of conduct of a police officer requires it. The Chief or his designee shall give written notice to the Union prior to any such reassignment, stating the reason(s) for the reassignment. If the Union objects to the reassignment, the Chief shall meet with the Union to explain. The reasons, such as reassignment, however, shall not be subject to grievance or arbitration unless arbitrary, capricious or discriminatory.

Officers designated as investigators or those on administrative assignment shall have their schedules arranged and administered by the Chief.

Section 5.

Notwithstanding any provisions of this Article, the Chief shall have the sole discretion to change shift times temporarily or create temporary shifts at any time if the operating needs of the Department so require. The Chief may assign police officers to such temporary shifts. Such assignments shall not be subject to grievance or arbitration unless the Chief is arbitrary, capricious or discriminatory.

Section 6.

Nothing contained in this Article shall limit the sole authority of the Chief to alter regularly scheduled work shifts or to reassign or recall police officers during an emergency for the duration of such emergency.

Article XXVI: Drug Testing

Section 1.

Employees may be tested periodically during their probationary period with or without reasonable suspicion at such times as may be determined by the Chief of Police.

Any employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, workers compensation, disciplinary suspension, or leave absence, may be tested once within the first fourteen (14) calendar days after their return to active duty as determined by the Chief of Police.

Any employee involved in an incident on the job which results in, or could reasonably have caused, life threatening, or serious bodily injury to the employee or another person may be tested.

Section 2.

Any employee may be tested after a determination by the Chief of Police or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of illegal drugs, or is using or is under the influence of any drug so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the Department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

Employees that sign a consent form, and those that may be placed on a disciplinary probation status, may be tested at such times as may be determined by the Chief of Police.

Section 3.

Hair samples, urine samples, or blood samples, when requested by the Chief of Police will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.

The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in radioimmunoassay testing. A certificate from such facility will be issued for use in all discipline cases. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used). The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authorized by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated. The testing laboratory will be chosen by the Chief of Police and the employee will be notified of the selection.

The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.

Section 4.

Test results will be made available also to the employee upon request. Employees having negative drug test results shall receive in memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employee will be accompanied by an officer from the department assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of sampling process. The employee will be assigned a test code identification for the purpose of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

Section 5.

The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the station at the time designed for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the station.

The Chief of Police will provide in writing to the testing facility a list of the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs which the Chief requested testing. The Chief of Police will determine which drugs the employee shall be tested for and he will be provided a written copy of the drug list to the employee.

The testing shall consist of an initial screening test, and if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

Section 6.

Prohibited conduct shall include:

- Illegal possession of any controlled substance.
- Illegal use of any controlled substance.
- Refusal to comply with the requirements of this drug policy.
- Improper use of prescription medicine.

Section 7.

An employee shall notify the Chief of Police in writing, including a note from the prescribing physician, when required to use prescription medication which the employee had been informed may impair job performance. The employee shall advise the Police Chief of the known side effects of such medication and the prescribed period of use. The Police Chief shall document this information through the use of internal confidential memoranda maintained in a secure file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or

workers compensation leave where appropriate or may be placed on unpaid leave of absence if either sick leave or workers compensation leave is not available.

Section 8.

Violations of this policy/article will not be tolerated on or off duty and may subject an employee to discipline proceedings and possible discharge.

Article XXVII: Miscellaneous

Section 1. Federal and State Laws

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of this Agreement shall continue in full force and effect.

Section 2. Union Business

One (1) employee designated by the Union will be granted reasonable time off to conduct Union business, subject to the needs of the Department as determined by the Chief. Such time off shall be without pay and not exceed five (5) days per contractual year but shall be considered as time worked for the purpose of determining step increases, if any, and other benefits due said employee. The Union further agrees that the Town shall not be required to pay time and one-half to any employee required to fill in for said employee during his absence due to Union business. No Union representative on duty shall suffer a loss in pay while attending any joint Union-Town meeting. The Union agrees that the provisions of this article will not be abused, and the Town agree that requests for time off for Union business shall not be reasonable denied.

Section 3. Amendments

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract represents the full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 4. Leave of Absence

Leaves of absence without pay may be granted by the Chief of Police for any reasonable purpose for a limited period not to exceed three (3) months. Thereafter, such leaves may be extended or renewed up to a maximum total period of one (1) year. All such leaves shall be subject to the review and approval of the Select Board.

Section 5. Military Leave

All present employees who are in the National Guard or in the Armed Forces Reserve will be paid the difference between their regular pay and their military pay for any time spent on temporary duty. Employees hired after the effective date of this Agreement who voluntarily join either the National Guard or the Reserve shall not be entitled to the difference between their

regular pay and their military pay for any time spent on temporary duty. Any military leave shall not be considered a part of, nor shall it affect in any way, an employee's regular vacation.

Section 6. Personal Leave

An employee may use up to three (3) paid personal days per fiscal year for personal leave to deal with urgent personal business. Unused personal days may not be carried over into the next fiscal year.

Section 7. Bereavement Leave

Up to three days paid leave shall be granted by the Chief of Police to an employee for any work days missed owing to the death of his father, mother, child, spouse, brother, sister, or parent-in-law. It is understood that these bereavement days must be days upon which the employee is regularly scheduled to work and taken within seven (7) days of the funeral. The Chief may in his discretion provide for up to two (2) additional paid days provided he may utilize special police officers to replace the bereaved officer on such days.

Section 8. Court Time

Any member of the bargaining unit who attends any session of the District Court in his capacity as a police officer at a time when he would not be regularly scheduled to be on duty shall for each hour of fraction thereof (computed to the nearest quarter hour) that he is required to be in court be paid at the time and one-half rate and in no event shall be paid less than a minimum of four (4) hours at said time and one-half rate.

Any such employee who attends a session of the Superior Court at a time when he would not be regularly scheduled to be on duty shall receive eight (8) hours pay at his regular hourly rate for each day, or fraction thereof over one-half day (4 hours) that he/she is required to be in court or, at his/her option, he/she shall receive a schedule day off with pay for each day (or fraction over one-half day). All such scheduled days off may be taken only with the prior approval of the chief. Any fractional days less than a half day (4 hours) shall be treated as per the first paragraph above.

Article XXVI: Stability of Agreement

Section 1.

The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

Section 2.

The provisions of this Agreement supersede any confliction or inconsistent rule or other regulation promulgated by the Department. In the event any mandatory statute(s) (as distinguished from the permissive statutes) relating to the members of the Police Department provides or sets forth benefits or terms in excess of or more advantageous to the employees than

the benefits or terms of this Agreement, the provisions of such statute(s), to the extent not forbidden by law, shall prevail. In the event this Agreement employees than those provided or set forth in any such statute(s), the provisions of this Agreement shall prevail to the extent permitted by law.

Article XXVIII: Term of Agreement

Section 1.

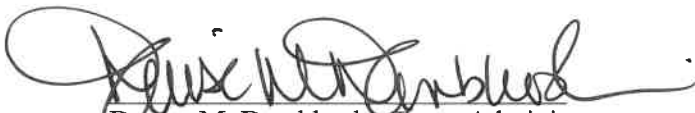
This Agreement shall be effective July 1, 2023, and shall continue in full force an effect through June 30, 2024, except this Agreement may be reopened for wage negotiations each fiscal year.

Section 2.

Either party may notify the other party of its desire to terminate or modify this Agreement by written notice mailed to the responsible signatories to this Agreement on or after November 1, 2023, but in no event postmarked later than January 1, 2024. Should neither party to this Agreement send such notice within such time limits, this Agreement will be considered to have been automatically renewed for an additional year.

On Behalf of the Town of Stow:

On Behalf of Local 206:


Denise M. Dembkoski, Town Administrator


Cassandra Scott, Local 206 President

Date signed: June 13, 2023

Date signed: June 20, 2023