

**Town of Sudbury and
Sudbury Police Sergeant's Union, MCOP Local 370A, AFL-CIO**

**Memorandum of Agreement
July 1, 2018 – June 30, 2021**

This agreement incorporates and continues all the terms of the current collective bargaining agreement between the Town of Sudbury and the Sudbury Police Sergeants' Union MCOP Local 370A (most recently amended in July 1, 2015 to June 30, 2018 MOA), except as modified herein. It is subject to ratification by the union's membership and approval of financial items at Town Meeting.

1. Wages and Compensation

A. Percentage Wage Increases (Article IX "Salaries" and Appendix A)

7/1/18 - 1%

7/1/19 - 2%

7/1/20 - 1.5%

6/30/21 - 1% at 11:59 p.m. so that there shall be no financial impact in fiscal year 2021

Percentage wage increases are retroactive to the date indicated, including overtime.

B. Stipends (Salary Schedule and Appendix A)

Effective July 1, 2018, the parties agree to eliminate the current specialty stipends and replace them with a 3% supervisory duty stipend for all sergeants, based on each sergeant's base salary, not including overtime or educational incentive. This agreement is not to impact Taser stipend or Hazardous Duty pay. The 3% shall be paid bi-weekly.

The parties acknowledge that the Chief has the right to assign and re-assign all sergeants specialty work, including but not limited to:

- Crime prevention officer
- Crime Scene processing officer
- CPR/First Responder Instructor
- Safety Officer
- Motorcycle Officer
- Fleet Maintenance Officer
- Traffic Officer
- Detective
- Department Trainer
- Licensing Officer
- Technology Officer

Firearms Officer
School Resource Officer
and any other specialty functions assigned by the Chief.

This stipend is intended to compensate the sergeants for this important contribution to the Department, and the Sergeants understand that the Chief may assign specialty work and assignments at his/her sole discretion. The Chief may assign one Sergeant with several specialty assignments and a different sergeant with none. Those assignments could, and likely will change over time.

2. Hours of Work and Overtime (Article XI) – Section 2

A. *Personal Days (Article XXI (A) Section 6*

Members will have 2 personal days that are not from sick time. These 2 days replace the current 1 personal day that is from sick time.

B. *Night Shift Differential (Article XXX)*

- 1) Replace “officers” with “Sergeants” in entire article.
- 2) Sergeants will be paid the evening or night shift differential for any night shift worked, including overtime, not just those to which the Sergeant is “regularly assigned.”
- 3) Increase in shift differential:
 - a) Evening shift differential will be increased from \$6.50 – 7.00
 - b) Night shift differential will be increased from \$7.50 – 8.00

3. Sick Leave (Article XXI Section 1)

Increase family sick days from 2 to 6 days and allow more than six with the discretion of the Chief or his/her designee.

4. Maternity and Pregnancy Leave (Article XXXIV)

Delete and replace with, “The Town agrees to abide by MGL c.149 Section 105D and MGL c 151B Section 4 as amended by the Massachusetts Pregnant Workers Fairness Act, with respect to granting maternity leave.”

5. Clothing and Cleaning allowance (Article X)

- A. Clothing allowance – Increase from \$685 to \$800
- B. Cleaning allowance -Increase from \$420 to \$600

6. Extra Paid Details (Article XX)

- A. Rate: Effective upon execution of this agreement:
1. Change municipal hourly rate to \$50/hour
 2. Change non-municipal detail rate to \$53/hour

B. Officers assigned to Town Details shall be given a minimum of one (1) hour's notice prior to cancellation, and two (2) hours' notice for non-town. Failure to cancel within this timeframe will require payment to the officer of a four (4) hour minimum at the applicable detail rate.

C.

Section 1(b)(i) Minimum Hours will be revised to state the following:

When performing paid details for utility companies, or in connection with roadwork or maintenance (municipal or non-municipal), the police officer shall be compensated, at the appropriate municipal or non-municipal rate, **with a four-hour minimum, and an 8-hour minimum after 4 hours. Each hour after 8 shall be paid at time ½ the detail rate, in 30 minute increments.**

When performing any paid details, other than those specified [above], the police officer shall be compensated, at the appropriate municipal or non-municipal rate, with a 4-hour minimum.

7. Article VIII Grievance Procedure Section 1 (Step 1, 2 and 3) (Amend)

Step 1. Employee shall immediately submit his/her grievance in writing to a Local 370 Grievance Committee. The Grievance Committee shall determine justification of the complaint. In making its determination the Grievance Committee must discuss the grievance with the employee's immediate supervisor.

Step 2. If the grievance is unresolved, the Union, through its Grievance Committee, shall submit the grievance in writing to the Chief, setting forth in detail the nature of the grievance to the Chief who has seven (7) calendar days (exclusive of Saturdays, Sundays and holidays) to act on said grievance.

Step 3. In the event that either party is dissatisfied with the decision of Step 2, the grievance may be appealed within ten (10) days to the Town Manager, who has ten (10) calendar days (exclusive of Saturdays, Sundays and holidays) to act on said grievance.

8. Article XVIII Holidays Section 3-C (Amend)

All requests for time off by an employee, in lieu of holiday pay, shall be submitted in the required manner at least two (2) days before the day requested, or at least two (2) hours if no other police personnel are already scheduled to be off that particular shift. Chief may deny request if he/she determines full staffing is needed. Such a determination shall not be subject to the grievance-arbitration provision. Any full-time permanent police officer can request time off in lieu of a paid holiday, and will be given a day off with pay at a time approved by the Chief or his/her designee.

9. Article XIX Vacations, Section 8 (Delete):

10. Article XLI Revocation of "so called" Civil Service Section 4. Promotions (Amend):

4. Promotions:

1. Promotions are based upon the merits of the candidates and their professional performance in the promotion process, and never on favoritism nor on seniority alone. A promotion is an investment in the future not only for the department, but also for the employees who will be supervised and guided by the promoted candidate.
2. The Town Manager is the appointing authority.
3. No candidate will be denied promotion based upon race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.
4. Promotions are processed under the direction of the Chief of Police or his/her designee. The process shall include:
 - a. Posting and/or dissemination of a written announcement of any scheduled promotional opportunities and the criteria to be applied to the promotion (i.e. exam, oral board, what weights to be assigned, etc.) shall be done no less than 120 days prior to the commencement of the promotional process;
 - >Percentages for Patrolman to Sergeant shall be:
Written Test 60%; Assessment Center 40%;
 - >Percentages for Sergeant to Lieutenant shall be:
Written Test 40%; Assessment Center 60%
 - >This is subject to change if both the Union and Town agree about the change in percentage weights prior to the announcement;
 - b. Officers taking the exam who are scheduled to work the day shift of the exam or the 11-7 shift prior to any portion of the examination/interview process will be allowed the time off;
 - c. Officers out sick or injured, or on administrative or other leave, or on active military duty, or otherwise not likely to receive notice shall be sent a copy of the exam notice by US mail;
 - d. Coordinating with any vendors contracted to participate in the promotion process;

- e. Protect the integrity of the promotional process by ensuring that all promotional materials, documents, scores and completed evaluations remain confidential and kept in a secure location. Testing materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized shall be kept in a secure area.
 - f. Human Resources will maintain copies of active promotion lists;
 - g. Promotional materials shall be retained in accordance with applicable laws.
5. Reading List: A reading list of the text books and other materials will be maintained and available to all personnel. The reading list will not be changed less than 120 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 120 days prior. The material to be tested on will be defined as clearly as possible in the posting and shall be as relevant as possible to the position to be filled. The material may include but not be limited to items such as Massachusetts criminal law and procedure, text books, various union contracts, town and department policies and procedures and rules and regulations, and Town of Sudbury General By-Laws.
 6. Eligibility: to be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the department having completed a minimum of (3) years of continuous in the rank of patrolman service with the Sudbury Police Department as of the date of the exam. Promotion to Lieutenant will require (2) years of completed service at the rank of Sergeant within the Sudbury Police Department as of the date of the exam.
 7. Examination costs: The Town will be responsible for all costs of administering the examination other than a \$250 exam fee. Candidates taking the exam are responsible for the cost of obtaining study materials.
 8. Education: A bachelor's degree in a discipline for which the member may be compensated pursuant to the educational incentive program will be preferred or equivalent of experience or military service.
 9. Promotional Exams will be given every three years from the certification date of the prior exam. In the event the Promotional list becomes exhausted or the Chief determines that there are not a suitable number of candidates, the Chief may call for an exam prior to the expiration of the three (3) years in order to maintain the efficient operation of the department.
 - a. The exam will be considered valid for any candidate that achieves a passing score of (60) or higher.

- b. Passing the exam with a score of (60) or higher will admit the candidates to the next phase of the promotional process and their scores may be considered as one of the factors in promotion.
 - c. If there are less than (3) candidates willing to take the exam, the exam will be open to the next lower rank to participate. When opening up for Lieutenant, the candidate must be a permanent member of the department with minimum of (5) years of completed service as a Patrolman with the Sudbury Police Department as of the date of the exam (which is the sum of 3 years eligibility as a Patrolman plus the 2 years eligibility as a Sergeant to take the Lieutenants exam).
 - d. Exam Grades are valid for a maximum of (3) years from the certification date.
 - e. The candidates' test scores will not be published publicly and will not be shared with third parties. The Chief will notify the candidates of their scores within (14) business days of the grades being certified.
 - f. Officers will receive the following experience points:
 - (1) 1 point 5-10 years, 2 points 11-20 years, 3 points 20+ years; and
 - (2) 1 point for veteran status.**
10. Appeal Process: A candidate may appeal an exam question in writing to the Chief of Police within (5) business days of the exam. The appeal should clearly outline the reason for the appeal. The employee shall be advised of the results of the appeal in writing within (10) business days of the receipt of the appeal. There shall be no further appeal on the issue once determined by the Chief.
11. Assessment Centers may be used as part of the promotional process to rank of each candidate. Chief of Police will consult with the union regarding the selection of a vendor after which time the Town will select a vendor to run the assessment center.
12. Oral Board(s) shall be used as part of the promotional process. Oral board(s) approved by the Chief of Police will conduct candidate interviews. Interviews shall be conducted from a prepared list of questions and the board(s) will rate responses. In addition to an oral board(s), nothing shall prevent the Appointing Authority or Chief of Police from conducting an interview of the candidates.
13. Candidate Assessment: Candidates total points shall be assessed as follows: Assessment Center Ranking (written and verbal) seventy (70%) percent, oral board thirty (30%) percent and experience points under section 11(f).

14. Candidate Selection: The Chief of Police shall make a recommendation to the Appointing Authority for promotion from the list of eligible candidates based on the following criteria:
 - a. Job related performance;
 - b. Performance Evaluation in present position (including contributions to the department);
 - c. Score on promotional exam;
 - d. No sick leave abuse;
 - e. An exemplary sick leave record evidencing an appropriate use of sick time;
 - f. Formal education;
 - g. Training and education through career development;
 - h. Disciplinary record;
 - i. Promotes Town and department vision, goals, and police work;
 - j. Work ethic and initiative;
 - k. Attitude toward the department and police work (Protected Union Activity is exempt.);
 - l. Attitude towards the public and fellow employees (Protected Union Activity is exempt.);
 - m. Recommendation/score of the oral board;
 - n. Assessment center score;
 - o. Any additional unforeseen parameters deemed pertinent relevant to A-N, above or other unforeseen parameters agreed to by the union.

15. Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion. There will be a probationary period of six (6) months for all new promotional appointments. If performance deficiencies are noted, said deficiencies shall be explained to the Officer while providing assistance with trying to remedy the deficiencies. Candidates removed during their probationary period will be returned to their former position. After achieving successful probationary period promotional appointments shall be indefinite and shall only be revoked for just cause, and not without opportunity for corrective action prior to revocation.

11. Revise Current Drug Testing Policy to insert the following language after paragraph 1; add to collective bargaining agreement:

A drug test may be administered to a member who has caused a workplace accident causing a fatality, injuries requiring a physician or emergency room visit, police citations or damages to public or private property over \$2,500.00.

12. Housekeeping throughout: change: his to his/her; he to s/he

13. Reopener:

In the event that any other collective bargaining unit receives a negotiated economic increase greater than that received under this agreement, the parties agree to open negotiations to discuss economic terms.

Memorandum of Agreement
July 1, 2018 – June 30, 2021

Signed:

For the Town of Sudbury:



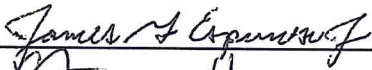
Date:

7/12/18

Date:


Date:

For the Sudbury Police Sergeant's Union, MCOP Local 370A, AFL-CIO:



Date:

6/29/18



Date:

6/27/18



Date:

6/27/18

POLICE SERGEANTS - FY19						
All steps increased by 1%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	32.75	33.51	34.30	35.07	35.76	38.33
Annual	65,823	67,342	68,924	70,474	71,874	77,023

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 38.5 hours

POLICE SERGEANTS - FY20						
All steps increased by 2%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	33.41	34.18	34.98	35.77	36.48	39.09
Annual	67,139	68,689	70,302	71,883	73,311	78,563

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 38.5 hours

POLICE SERGEANTS - FY21						
All steps increased by 1.5%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	33.91	34.69	35.51	36.30	37.03	39.68
Annual	68,146	69,719	71,357	72,961	74,411	79,741

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 38.5 hours

POLICE SERGEANTS

Effective 6/30/21 at 11:59pm so that there shall be no financial impact to FY21

All steps increased by 1%

	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	34.25	35.04	35.86	36.67	37.40	40.07
Annual	68,827	70,416	72,071	73,691	75,155	80,538

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 38.5 hours