

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF SUDBURY
AND
TEAMSTERS LOCAL UNION No. 25
ON BEHALF OF
TOWN OF SUDBURY CIVILIAN DISPATCHERS**

The Town of Sudbury (the "Town") and Teamsters Local Union No. 25, on behalf of the Town of Sudbury Civilian Public Dispatchers, (the "Union") hereby agree to a new three-year collective bargaining agreement to be effective from July 1, 2018 to June 30, 2021. The terms and conditions of the parties' collective bargaining agreement dated July 1, 2015 to June 30, 2018 shall remain in effect, except as modified below:

1. Article XXI Wages, Appendix A

Article XXI, Appendix A shall be amended to reflect the following changes:

- Effective 7/1/18, all steps on the salary schedule shall be increased by one percent (1%);
- Effective 7/1/19, all steps on the salary schedule shall be increased by two percent (2%);
- Effective 7/01/20, all steps on the salary schedule shall be increased by one and one-half percent (1 1/2 %),

Effective 6/30/21, at 11:59 pm so that there shall be no financial impact in fiscal year 2021, all steps on the salary schedule shall be increased by one percent (1%)

2. Article XXI Wages (Amend Night Shift Differential)

Dispatchers will be paid the evening or night shift differential for any night shift worked, including overtime, not just those to which the Dispatcher is "regularly assigned."

Increase in shift differential:

- a. Evening shift differential will be increased from \$6.00 to \$8.00
- b. Night shift differential will be increased from \$6.50 to \$8.50

Amend language as follows:

Effective ~~upon the ratification by all Parties of their first Memorandum of Agreement~~7/1/2018, the Town agrees to ~~implement a~~increase the Shift Differential ~~without any retroactive effect~~applicable to all "Non-Day Shifts" ~~in the amount of \$5.00 per shift if the employee is regularly scheduled to work such~~"Non-Day Shift". Such differential shall not be factored in when calculating contractual overtime. This differential shall apply to the 4:00 pm to Midnight and Midnight to 8:00 am shifts. Those filling-in for such shifts shall ~~not receive the shift differential, as the benefit is only payable to those regularly assigned to work the shift which is eligible for the differential.~~ Effective July 1, ~~2018~~2018, the shift differential shall be increased to ~~\$6.00~~8.00 per shift for Civilian Public Safety Dispatchers who work the 4:00 pm to 12:00 midnight shift ~~and who are regularly scheduled to work such shift.~~ Effective July 1, ~~2018~~2018, the shift differential shall

be increased to \$~~6,508.50~~ per shift for Civilian Public Safety Dispatchers who work the 12:00 midnight to 8:00 shift ~~and who are regularly scheduled to work such shift.~~

3. **Articles IV (Agency Fee) and V (Union Dues)**

- a. Delete Article IV Agency Fee
- b. Rename Article V: to Union Dues, Initiation Fee

4. **Article VIII 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.

5. **ARTICLE IX: Other Employment**

Housekeeping Typo correction: Delete last two sentences as they are just repeated from previous Article VIII. “The parties acknowledge.....alcohol testing for cause.”

6. **Article XII Grievance Process – Amend Step 2:**

Step 2. If the grievant is unsatisfied with the decision of the Chief at Step 1, the grievance may be advanced to the Town Manager. Such advancement of the grievance to Step 2 must be in writing and must be within seven ~~(7)~~10 calendar days of the issuance of the decision at Step 1, or within seven ~~(7)~~10 calendar days of the expiration of the deadline for the issuance of a decision at Step 1. The Town Manager shall have ten calendar days to issue her/his decision from the date of advancement of the grievance to her level.

7. **Article XIII Work Day, Assignments and Schedule:**

Call Back.

Change three hours to four hours

8. **Article XVI Sick Leave: Amend 2nd section as follows**

Effective July 1, ~~2013~~2018, bargaining unit members will be allowed to use up to ~~two (2)~~six (6) of the twelve (12) earned sick days (not to exceed one 8 hour shift) per fiscal year to provide care for a sick member of his/her household.*

~~*The parties agree that this provision is subject to a two-year trial period, FY 14—15. On or before May 1, 2015, the Chief will review the usage of sick days. If the Chief determines, in his/her sole discretion, that said~~

~~use has not impaired the operations of the department, the provision will become part of the collective bargaining agreement. If the Chief determines in his/her sole discretion that said use has impaired the operations of the department, the provision will be immediately removed from the collective bargaining agreement, without the need for any additional bargaining prior to the removal.~~

- >These days cannot be carried over as family sick day(s) from one fiscal year to the next;
- >Nothing in this new section shall be subject to the grievance-arbitration provision;
- >Maximum Accumulation for sick leave days will remain at 120 days pursuant to the collective bargaining agreement.

9. ARTICLE XVIII Holidays

Amend as follows (Housekeeping as this is already the past practice):

The following eleven (11) holidays shall be recognized as paid holidays for Civilian Public Safety Dispatchers: New Year's Day; Martin Luther King Day; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving; and Christmas Day. Regular part-time employees shall earn holidays on a pro-rated basis. Employees shall be required to work on the holiday if scheduled to do so unless the Chief or his designee authorizes the employee not to work on the holiday. No dispatcher shall take a vacation/paid holiday during Thanksgiving Day, Christmas (Eve, Day or Night) or New Year's (Eve or Day). Rather than holiday pay, the employees shall receive a day off at a time approved by the Chief submitted in the proper manner 48 hours prior to the shift that is being requested off.

Civilian Public Safety Dispatchers may sell back any unused Holidays based on the following:

- Will be paid at straight time;
- Only after holiday is accrued, with exception of Memorial Day;
- Any employee requesting payment (straight time) for holidays in lieu of time off shall request payment in writing to the Police Chief by May 1st of each fiscal year. (Memorial Day may be submitted by May 1st.)

10. Article XIX Vacation Days: Amend following section:

An employee may elect to take vacation a day at a time, subject to the approval of the Chief or the Chief's designee. Such requests will not be unreasonably withheld. At least seventy-two (~~72~~48) hours' notice must be given the Chief when requesting approval for a day or night's vacation, and twenty-one (~~21~~3) days' notice must be given when requesting approval of three (3) or more consecutive shifts off. A request for approval of a day or night's vacation which is made with at least forty-eight (48) hours' notice but less than the required seventy-two hours' notice may be granted by the Chief at his/her sole discretion. ~~Seventy two hours' n~~Notice shall be submitted through the "On-Duty" computer program in the proper manner, and the approval decision shall be made by the Chief or his/her designee, which at present is the Lieutenant in cooperation with the shift supervisor. These time limits may be waived at the Chief's discretion, without establishing precedent by doing so. If the Chief or his/her designee determines that a requested vacation day creates a problem with providing necessary coverage, the vacation may be denied.

11. **ARTICLE XXII: Clothing Allowance: Amend clothing amount (not to be used for cleaning)**
Effective July 1, 2018 the annual clothing allowance will increase from \$425 to \$500.

12. **Add New Article: Personal Days:**

Effective 7/1/18, bargaining unit members will be eligible for (2) personal days per fiscal year to conduct their own personal business.

>These days cannot be carried over as a personal day from one fiscal year to the next;

>These days cannot be bought back as a personal day;

>These days will not be paid upon termination of employment.

13. **NEW ARTICLE: Training**

Dispatchers will be allowed to take additional job related training/courses beyond minimum requirements, subject to the approval of Police Chief.

14. **Add New Article: Lead Dispatcher**

In acknowledgement of the increased need for accountability and the future implementation of receiving cellular 911 calls, the position of Lead Dispatcher shall be created at the start of this contract on a trial basis for three years.

\$4500 annual stipend added to base for pension and overtime calculation.

Six months prior to the end of the trial period, the Town must notify the union of its intentions on whether to continue the Lead Dispatcher position. If the Town determines it is in the best interest of the Town to continue with the position, then the lead dispatcher position will be added as its own position on the classification grid effective June 30, 2021 at 11:59 PM and the \$4500 stipend will be eligible for cost of living increases.

Post upon ratification and fill as quickly as possible.

This position shall be filled by the most qualified employee as determined by the Chief.

Appointment will not be grievable.

Candidate must have three years continuous service as a dispatcher at the Sudbury Police Department.

One-year probationary period.

If during the probationary period performance deficiencies are noted, said deficiencies shall be explained to the Lead Dispatcher while providing assistance to remedy the deficiencies.

Candidates removed during their probationary period will be returned to the former position unless such deficiencies are related to their regular dispatcher responsibilities or other just cause.

Job description:

911 Lead Dispatcher is responsible for coordination with subordinate dispatchers and the Chief of Police or his designee. Lead Dispatcher will ensure dispatchers perform daily duties in accordance with approved Standard Operating Procedures (SOPs). The Lead Dispatcher will work closely with the Chief to correct any technical or procedural issues and provide recommendations for improvements. Lead Dispatchers will ensure 24/7 coverage is provided to support public safety operations. Lead Dispatchers shall assist in the planning, coordination, training and supervising of the dispatch program. Lead Dispatchers shall still perform all the duties of a regular dispatcher as well as the supervisory duties as assigned, which may include overseeing training, oversight of calls, scheduling, and general oversight of dispatchers and dispatcher operations as directed by the Chief of Police or his designee.

Requirements:

Meet all requirements of 911 dispatcher operator (Reference 911 Dispatcher Job Description)

In depth knowledge of 911 Communication Center operations

Strong written and spoken communication skills

The ability to remain calm in a high stress situation

The ability to work through difficult personnel and procedural issues

Capable of following written and verbal instructions provided by the Chief of Police or his Designee

An understanding of governing documents related to 911 operations

In depth knowledge of Emergency Medical Services, Fire and Law Enforcement operations

15. **Article XXX - DURATION OF AGREEMENT**

The agreement will be effective for a period of three years, from July 1, 2018 through June 30, 2021.

1. Duration

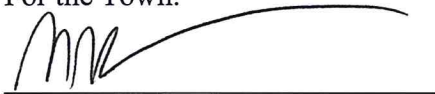
Article XXVIII: Replace "July 1, 2015 through June 30, 2018" with: "July 1, 2018 through June 30, 2021."

2. The terms of this MOA will be incorporated into the body of the parties' collective bargaining agreement by the Town and it shall be made available to the Union for review prior to printing. The phrase "on the date of execution of this agreement" will be replaced with the actual date of execution of this agreement. The integration process will not delay the process of executing and funding this agreement.

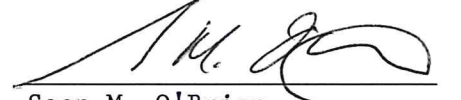
3. This Agreement is subject to funding and ratification by the Town and ratification by the Union.

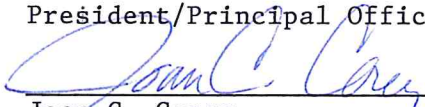
Signed this 6th day of ~~April~~^{May}, 2019;

For the Town:



For the Union:


Sean M. O'Brien
President/Principal Officer


Joan C. Corey
Business Agent

4/8/19
Date

COMBINED DISPATCH - FY19								
Effective 07/01/2018 - all steps increased by 1%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	22.15	23.01	23.90	24.82	25.79	26.79	27.83	29.05
Annual	43,157	44,830	46,569	48,374	50,250	52,202	54,229	56,607

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 37.33 hours per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.

COMBINED DISPATCH - FY20								
Effective 07/01/2019 - all steps increased by 2%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	22.59	23.47	24.38	25.32	26.30	27.32	28.39	29.63
Annual	44,020	45,727	47,500	49,341	51,255	53,246	55,314	57,739

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 37.33 hours per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.

COMBINED DISPATCH - FY21								
Effective 07/01/2020- all steps increased by 1.5%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	22.93	23.82	24.74	25.70	26.70	27.73	28.81	30.08
Annual	44,680	46,413	48,213	50,081	52,024	54,045	56,144	58,605

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 37.33 hours per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.

COMBINED DISPATCH - FY21								
Effective 11:59pm on 06/30/21- No financial impact to FY21 - All steps increased by 1%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	23.16	24.06	24.99	25.96	26.96	28.01	29.10	30.38
Annual	45,127	46,877	48,695	50,582	52,544	54,585	56,705	59,191

Note: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 37.33 hours per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.