

AGREEMENT
BETWEEN
THE TOWN OF SUDBURY
AND
THE SUDBURY POLICE UNION,
MASSACHUSETTS COALITION OF POLICE SERGEANTS LOCAL 370A, AFL-CIO

July 1, 2018 - June 30, 2021

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PREAMBLE

This Agreement, entered into by and between the Town of Sudbury, Massachusetts, hereinafter referred to as the "Town" and Sudbury Police Union, Massachusetts Coalition of Police Local 370A AFL, CIO, hereinafter referred to as the "MassCOP" or the "Union", is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of the Agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all police officers of the Sudbury Police Department in the rank of Sergeant.

7/1/97; 7/1/15

ARTICLE II
PAST PRACTICES

The Town's past practices presently enjoyed by the employees with reference to time swaps, coffee breaks, lunch periods, and compensatory time off shall be in the sole discretion of the Police Chief. This section shall not be subject to the grievance and arbitration procedure.

ARTICLE III
NON-DISCRIMINATION

The Town and the Union agree not to discriminate against any employee covered by this Agreement because of his/her race, religion, creed, color, or national origin, or because of Union activities.

ARTICLE IV
MANAGEMENT RIGHTS

The Town shall not be deemed or be limited in any way by this Agreement in the performance of regular and customary functions of municipal management, and reserves and maintains all powers, authority and prerogatives including, without limitation, the exclusive rights to issue reasonable departmental rules and regulations governing conduct of the various Police Department operations, provided said rules and regulations are not inconsistent with the express provisions of this Agreement. Among the management rights vested in the Town are the right in accordance with applicable law to hire, promote, transfer, assign and the further right to suspend, demote, discharge and to relieve non-probationary employees from duty for just cause and such other rights as are granted by law.

ARTICLE V
EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist MassCOP. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union, including the right to present Union's views and positions to the public, to officials of the Town and the Department, and of the General Court or to any other appropriate authority or official.

Section 2. The members of MassCOP's bargaining committee, not to exceed three (3), who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the Town, its agents or representatives and MassCOP for the purpose of negotiating the terms of the contract or any supplements thereto.

Section 3. A MassCOP officer or steward, not to exceed one (1), shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the MassCOP officer or steward shall be granted permission from his/her supervisor.

ARTICLE VI
UNION DUES AND SERVICE FEE

Section 1. The Town agrees to deduct Union dues and/or agency service fee from the employees who have signed a membership form and who have authorized such deductions in writing and mail said dues with a list of employees from whom dues have been deducted to:

Secretary/Treasurer, Massachusetts Coalition of Police
P.O. Box 76
Millbury, MA 01527

ARTICLE VII
UNDERSTANDING OF AGREEMENT

In order to provide a clear understanding of its contents, the Town agrees to provide each member of the Police Department with a copy of this Agreement. The expense is to be shared equally by the Town and the Union.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 1. Any complaint, dispute or controversy of any kind which arises between one or more employees and the Town or its agents shall be processed in Step 1 and Step 2. For the purposes of a grievance being processed beyond Step 2, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language or interpretation of a specific provision of this Agreement.

A grievance must be presented within twenty-one (21) days of the time of occurrence of the alleged contract violation or within twenty-one (21) days of the time the employee should reasonably have acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article. (Time limitations may be waived or extended by mutual agreement in writing by both parties.) An aggrieved employee or employees may have a Union representative of his/her choice at, and participating in, any level of the following procedure.

Step 1. Employee shall immediately submit his/her grievance in writing to a Local 370A 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.

Step 4. In the event that the above step(s) fail to satisfy the grievance, at the request of either party, the grievance shall be submitted within ten (10) days from the decision of the Town Manager to the American Arbitration Association, or to an arbitrator mutually agreeable to both parties. The fees and expenses of the arbitrator shall be equally shared by the Union and the Town.

The arbitrator shall be without power or authority to modify, add to, alter, subtract from or change the terms of this Agreement.

Section 2. The employee and the Union representative shall be allowed time off from duty with pay when processing a grievance, complaint, arbitration or acting as a witness in such a grievance.

Section 3. If a dispute involves a violation or interpretation of the Civil Service Laws, then said dispute shall not be subject to the grievance and arbitration procedure.

7/1/94; 7/1/97; 7/1/00; 7/1/118

ARTICLE IX
SALARIES

Section 1. Salaries for the members of the bargaining unit shall be in accordance with the attached Appendix "A".

All bargaining unit members shall be paid on a bi-weekly basis, commencing no sooner than January 1, 2002. Prior to implementing such change, bargaining unit members will be given sixty (60) days advance notice. In addition, bargaining unit members will be afforded the opportunity to review proposed payroll calculations so as to ensure an accurate accounting for details worked.

Section 1 (a). All bargaining unit members agree to enroll in Direct Deposit. Paper paychecks will be issued only in special circumstances, such as an employee's first and last paycheck with the Town.

Section 2. Sergeants: Effective 7/1/17, the base salary differential between sergeants and patrolmen shall be 21%. This shall be a one time change and not built into the Collective Bargaining Agreement.

Section 3. Classification Plan - Appendix A.

The positions of all employees in the service of the Town, whether full or part time, seasonal, casual, special, Civil Service, or others, except those positions filled by popular elections and those under the control of the School Committee, shall be classified by titles in groups. Each group shall include those positions which involve substantially similar work or which have substantially equal responsibilities.

The title of any position in the Appendix A shall be used to designate that position in all payrolls, budget estimates, official reports, memoranda, records, or other matters involving the personnel or fiscal processes of the Town.

The minimum salary set for any position in the Salary Plan shall be the starting salary for that position unless the Human Resources Director authorizes a higher starting salary.

Where the Salary Plan provides both a maximum and minimum salary for a position, a permanent full-time employee holding the position shall be entitled to the salary set therefor in Steps 1 through MAX after continuous service in the position for the following periods:

| | | | | |
|---------------|---------------|---------------|---------------|------------|
| <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Max</u> |
| Six Months | One Year | Two Years | Three Years | Four Years |

Part-time and temporary employees shall be paid the starting rate for the position they hold unless the Human Resources Director authorizes a higher step within the range, based on the experience and qualifications of the employee. Such employees are not entitled to salary adjustments based on length of continuous service. Temporary and part-time employees of the Town at the time of amendment of the Salary Plan shall not suffer a reduction of rate by virtue of such amendment.

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 one percent (2%);
Effective 7/1/20, all steps on the salary schedule shall be increased by one percent (1.5%);
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%).

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

Section 4. Payment of Employees

No person may be appointed, employed or paid as an employee of the Town in any position subject to the Classification Plan:

- 1) under any position title or titles other than those in the Classification Plan;
- 2) under a position title other than that of the position or positions, the duties of which the person actually performs;
- 3) at a salary, or rate, other than that set in the Salary Plan for the position, or positions, the duties of which the person actually performs; nor
- 4) unless the Human Resources Director has determined that the employment of such a person is consistent with all provisions of this bylaw.

Section 5. Reclassification of Employees

No employee may be reclassified to a position in another group, either higher or lower, unless the Human Resources Director has determined that the reclassification will be consistent with all provisions of this bylaw. Any employee who is asked to work in a higher classification, except during a training period, will be paid all hours worked in said classification at the appropriate classification rate.

Section 6. Supervisory Duty Stipend

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.

Section 7. Taser Stipend: All members will continue to receive an annual taser stipend of \$500 per year.

7/1/00; 7/1/12; 7/1/18

ARTICLE X CLOTHING/CLEANING ALLOWANCE

Section 1(a). Effective on the date of execution of this agreement, the annual clothing allowance shall be increased to \$660.00. Effective July 1, 2008, the annual clothing allowance shall be increased to \$685.00. Effective July 1, 2018, the annual clothing allowance shall be increased to \$800.

Section 1 (b). Effective on the date of execution of this agreement, the annual cleaning allowance shall be increased to \$395.00. Effective July 1, 2008, the annual cleaning allowance shall be increased to \$420.00. Effective July 1, 2018, the annual cleaning allowance shall be increased to \$600.

Section 1 (c). Said cleaning allowance payment shall be distributed in two equal payments, one in the first pay period of the fiscal year, and one in the first pay period in January of the same fiscal year.

Section 2. Distribution:

- 1) Distribution shall be through the office of the Chief of the Department or an officer so charged by the Chief of the Department.
- 2) A ledger card shall be kept for each Sergeant, noting the allotted amount and any purchases in order that a running account balance of each Sergeant is readily available.
- 3) Each Sergeant shall receive a statement of his/her account on or about June 1 and December 1 of each year.
- 4) If uniforms or civilian clothes and equipment of a police officer are torn, stained, ripped, or otherwise mutilated as a result of performance of duty, or in the course of duty, they shall be repaired, if possible, and if not repairable, replaced by the Town at its sole

- expense, provided the damage is either witnessed by a superior officer or recorded on the daily log by the Duty Sergeant.
- 5) If there are funds remaining in an individual's account as shown by the June 1 statement, said monies may be used for additional clothing or dress uniform additions.
 - 6) In the event that an employee is scheduled to retire or in the event that an employee voluntarily resigns during a fiscal year, s/he shall receive only his/her pro-rated clothing allowance for that fiscal year, based upon the number of months worked or to be worked. No officer will be required to repay the Town any of the cleaning or clothing allowance.

Section 3. The Town shall provide one set of safety eye glasses, up to the maximum amount of \$500, to those persons requiring the same. However, the Town shall not pay for the eye exam. The Town shall replace the safety glasses only if they have been damaged in the line of duty. Union members may choose their own provider.

7/1/86; 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/15; 7/1/18

ARTICLE XI HOURS OF WORK AND OVERTIME

Section 1. The regular work week for employees shall average out to be thirty-eight and one-half (38½) hours per week over a six-week period. It shall be worked as a four (4) day on and two (2) day off work schedule as is now the practice. The Chief of Police, at his/her discretion, may designate certain specialist positions to work a five day on and two day off work schedule. Employees working a five day on and two day off work schedule shall have an extra seventeen days off during the fiscal year. The seventeen days off shall be scheduled by the Chief of Police.

Section 2. All hours worked in excess of the regularly scheduled full shift in one (1) day or in excess of the regularly scheduled work week (BUT NOT BOTH) shall be compensated at time and one-half the applicable hourly base rate of pay. The regularly scheduled full shift in one day shall be eight hours and fifteen minutes and the regularly scheduled work week shall range from thirty-three (33) to forty-one and one quarter (41¼) hours. Effective 11/1/09, when calculating the hourly rate contained in Appendix A and which is utilized for calculating contractual overtime, the rate shall be calculated utilizing the 38½ average hours per week figure. In the event that an employee works a double shift, the extra fifteen minutes to be worked in each regular work shift shall be worked at the end of the second shift. If an employee is unable to work the additional fifteen minutes under the limited circumstances arising from the employee's commitment to work an extra paid detail, such fifteen minutes shall be made up by the employee at the conclusion of another shift (i.e. working 8½ hours rather than 8¼ hours) within fourteen days and on a date determined by the chief of police or his/her designee.

Section 3. Any employee called back to duty after the completion of a tour of duty shall be compensated at the time and one-half rate for a minimum of three (3) hours, at the applicable hourly base rate of pay.

Section 4. Overtime shall be distributed as fairly and equitably as possible.

Section 5. No person shall be utilized to do regular police work as long as there are regular police officers available to perform said work. No employee shall work two (2) consecutive eight (8) hour shifts except in cases of emergency or unless required by the Chief or his/her designee.

The term "police work" as referred to in this Article shall not include such duties as: Crossing Guards, Meter Maids, Maintenance, Clerks, and all other similar duties.

7/1/88; 7/1/09

ARTICLE XII COURT TIME

An officer who is required to appear in court in connection with his/her official responsibility as a police officer shall be paid a minimum of four (4) hours pay at a time and one-half (1½) his/her hourly base rate of pay provided said court appearance occurs before or after his/her regular shift or on a day off.

Court Time begins when the officer reports to the police station, or, if the officer is not required to report to the police station, it begins when the officer reports to court. The term "regular shift" as used in this Article shall be eight hours and fifteen minutes.

7/1/09; 7/1/15

ARTICLE XIII CAREER INCENTIVE

There is hereby established two levels of career incentive pay offering supplemental remuneration to regular full-time employees of the Sudbury Police Department, for furthering their education in the field of police work.

One level of educational incentive, which shall be referred to as the Quinn Bill Substitute Education Incentive Plan, shall be available to those employees who were receiving "Quinn Bill" benefits at the time of ratification of this Memorandum of Agreement (February 10, 2010) and to those employees who have commenced coursework towards a degree and have made the proper notification to the Chief of Police on or before October 1, 2010. Employees covered under the Quinn Bill Substitute Education Incentive Plan will receive an educational stipend equal to that which was in effect under the Quinn Bill as of July 1, 2009 including the amendments contained in Chapter 120 of the Acts of 2009, approved on October 29, 2009, and taking effect as of June 30, 2009, with such educational stipend being subject to all conditions and limitations imposed under the Quinn Bill statute as it existed on July 1, 2009 including the amendments contained in Chapter 120 of the Acts of 2009, approved on October 29, 2009, and taking effect as of June 30, 2009. Employees covered under the Quinn Bill Substitute Education Incentive Plan will not receive any increased benefit if they should secure any further or advanced degrees. Moreover, any increase to the Quinn Bill levels of compensation shall not be applicable to employees covered under the Quinn Bill Substitute Education Incentive Plan. The change in nomenclature to the term Quinn Bill Substitute Education Incentive Plan was made for clarity purposes and was not intended to affect in any way the Town's ability to apply for and receive reimbursement from the State for benefits paid under the plan. In the event that the change in nomenclature is determined to preclude the Town from securing such reimbursement, the Parties agree to make the necessary changes to this section and its descriptive title in order to ensure the Town's ability to secure such reimbursement.

A second level of educational incentive, which shall be referred to as the Town Education Incentive Plan, shall be available to those employees who are not eligible for participation in the Quinn Bill Substitute Education Incentive Plan either because they have not commenced coursework towards a degree and made the proper notification to the Chief of Police on or before October 1, 2010 or because they were hired on or after July 1, 2009. Under the Town Education Incentive Plan, employees will receive an educational stipend of seven and one-half percent (7.5%) for an associate's degree; ten percent (10%) for a bachelor's degree; or fifteen percent (15%) for a master's degree or law degree. These benefits are limited to one incentive for the highest degree held. They are not additive. In addition, employees eligible for the Town Incentive Plan shall not receive any compensation under the Plan for any coursework or credits leading up to a degree or taken between degrees. The Town Education Incentive Plan only compensates for a degree and not merely for coursework or credits.

Payments for either plan shall be included in the regular payroll but shall not be included in the base rate of pay for purposes of calculating and paying contractual overtime.

It is expressly agreed by the Parties that the Town shall not be obligated to pay any educational benefit in excess of that which is provided for under this Agreement, irrespective of any expansion or change to Mass. G.L. c. 41, Section 108L (the "Quinn Bill") by the legislature and irrespective of any ruling by any court of competent jurisdiction or administrative agency to the contrary. In furtherance of this Agreement, the individual members of the bargaining unit have agreed to execute waivers indicating that their acceptance of the contractual benefit described herein and waiving any claim to any greater benefit. In addition, the Union shall defend, indemnify and hold the Town free and harmless from and against any and all claims, demands, suits or other actions, whether contractual or legal, or other form of liability which may arise by reason of any action taken by the Town consistent with this section, including any reasonable attorney's fees the Town is required to expend in the defense of any legal action or other proceeding arising out of this Agreement. Moreover, in the event of a challenge to the enforceability of this language, and in addition to all rights established previously herein including indemnification rights, the Town shall be free to take whatever action is necessary to effectuate revocation of Mass. G.L. c. 41, Section 108L and would also be free to exercise any reversionary rights it had as established under the terms of the collective bargaining agreement in effect prior to the negotiation of these changes (i.e., language contained in July 1, 2006 through June 30, 2009 contract.

These plans, to be administered by the Town Manager or designee, require the following steps:

- 1) The Chief of the respective department must approve, in advance, the professional appropriateness of the courses taken.
- 2) Employees shall receive supplemental remuneration on the basis of appropriate course completion information filed with the Town Manager or designee on a form furnished by the Chief of the department.
- 3) The number of points accumulated by each employee shall then be computed and the appropriate supplemental remuneration shall begin as soon as the course has been satisfactorily completed and payment has been approved by the Town Manager or designee.

The intent of this clause is not to deprive employees of worthy courses which may be given in schools not accredited, and therefore, exceptions may be made upon good cause shown and subsequent approval of the Town Manager or designee. In any event, all courses and classes referred to in the above clause shall require prior approval of the Town Manager or designee.

The Town may recognize courses or degrees taken or granted prior to employment with the Sudbury Police Department, if the same are approved by the Chief of the respective department and the Town Manager or designee. In making a determination hereunder, the Chief and Town Manager or designee shall consider the professional appropriateness of the prior courses for degree.

Reimbursement Benefits. When a permanent full-time Town employee takes a course with the prior approval of his/her department head, at an accredited college as part of a degree program, when the course or degree has a functional relationship to the employee's job, the employee will be reimbursed for 70% (modified by following paragraph) of the cost of books, registration and tuition fees upon the presentation of satisfactory evidence that s/he has completed the course with a "B-" grade or better, or that portion due which was disapproved or not paid by the State or Federal Government.

The determination as to whether or not the degree is functionally related to his/her job shall be the responsibility of the Chief of Police and approved by the Town Manager or designee. When an employee, with the approval of his/her supervisor and the Town Manager or designee, attends a job related course, not as part of a degree related program, at an accredited school or professional seminar, s/he will be reimbursed at the rate of 100% for the cost of books, registration and tuition fees, upon presentation of satisfactory evidence that s/he has completed the course with a "B -" grade or better, if grades are given.

For reimbursement purposes, employees are limited to two (2) courses per semester not to exceed six (6) courses per fiscal year. However, a seventh (7th) course taken in the fourth (4th) semester of the fiscal year, may be reimbursable if there are available funds in the police line budget at that time. For employees hired on or after July 1, 2003, for reimbursement purposes, such employees are limited to two (2) courses per semester not to exceed four (4) courses per fiscal year. However, a fifth (5th) course taken in the fourth (4th) semester of the fiscal year, may be reimbursable if there are available funds in the police line budget at that time. For employees hired after January 1, 2009, for reimbursement purposes, such employees are limited to three courses per fiscal year. However, a fourth course taken in the fourth semester of the fiscal year may be reimbursable if there are available funds in the police line budget at the time.

When an employee is directed by his/her supervisor to attend a course as part of his/her job, the Town will reimburse the employee for all reasonable costs, as determined by the Chief, associated with attendance, including mileage at the rate approved by the Town Manager for travel to and from the course.

Reimbursement as outlined above shall be reduced by any amount to which the employee is entitled under various State and Federal Laws. Additionally, effective July 1, 2009, the aggregate annual cap for reimbursements outlined above shall be Nine Thousand Dollars (\$9,000.00). Effective July 1, 2010 and thereafter, the aggregate annual cap shall be Seven Thousand Five Hundred Dollars (\$7,500.00).

The Parties agree to negotiate language to extend the full Quinn Bill Equivalent benefit for current employees and any new employee covered by this Collective Bargaining Agreement who is hired and begins working for the Town of Sudbury prior to 6/30/17.

7/1/88; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/09; 7/1/15;

Chapter 835 of the Acts of 1970

The Town agrees to support an article in the warrant for the 1983 Annual Town Meeting and to recommend that the Town Meeting accept the provisions of Ch. 835 of the Acts of 1970 relating to a career incentive pay program for regular full-time police officers. Administration of the program shall be in accordance with the guidelines contained in Article XIII of the collective bargaining agreement.

In the event that Ch. 835 of the Acts of 1970 is accepted by the Town, the Town shall not pay more than presently outlined in Article XIII of the collective bargaining agreement, and in the event that Ch. 835 of the Acts of 1970 is repealed or becomes ineffective, the present career incentive pay set forth in Article XIII of the collective bargaining agreement shall be reinstated

In the event that the application or implementation of Ch. 835 of the Acts of 1970 is changed by the State, no such change shall be applicable to the Town of Sudbury; and further, that the Town and Union specifically agree that the Town can vote to rescind its acceptance of that statute.

ARTICLE XIV
LONGEVITY

Effective February 1, 2010, the longevity benefit shall end for all employees and this Article shall be deleted from the collective bargaining agreement. The Town shall not seek reimbursement of longevity payments made between July 1, 2009 and January 31, 2010. In addition, the retroactive salary increase to November 1, 2009 will have no effect as it relates to calculating longevity payments made to those whose longevity is based on a percentage of salary. No further or additional longevity payments will be made to employees after February 1, 2010, including retroactive payments.

7/1/88 7/1/09

ARTICLE XV
INSURANCE BENEFITS

Section 1. Life insurance as presently in existence shall remain in force.

Section 2. The Town will provide a group medical insurance plan. Health Insurance Contribution Rates shall be as follows:

- a) Employees hired prior to July 1, 2009 shall contribute toward the premium in accordance with the following schedule:

| | <u>Town Percentage</u> | <u>Employee Percentage</u> |
|--------------------|------------------------|----------------------------|
| HMO: | 80% | 20% |
| POS/PPO/Indemnity: | 65% | 35% |

- b) All other employees hired on or after July 1, 2009 shall contribute toward the health insurance premiums as follows:

| | <u>Town Percentage</u> | <u>Employee Percentage</u> |
|--------------------|------------------------|----------------------------|
| HMO: | 70% | 30% |
| POS/PPO/Indemnity: | 55% | 45% |

- c) The cap on the non-reimbursed Flexible Spending Account will be allowed to the maximum allowed by IRS Regulations, **BUT** not to exceed a maximum of \$5,000.
- d) Blue Cross/Blue Shield's Master Dental, or its equivalent, the Town shall contribute seventy-five percent (75%) of the premium and the employee shall contribute twenty-five percent (25%) of the premium. If less than seventy percent (70%) of the eligible Town employees elect coverage under Blue Cross/Blue Shield Master Dental, then the plan does not have to be offered. In such event, the Town will make a good faith effort to provide equivalent dental coverage at an equivalent or less cost.

Section 3. The provision of the plans described in Section 2 shall satisfy the Town's obligations under the terms of the parties' existing collective bargaining agreement.

Section 4. The Town will not itself operate the plan, but the insurance company or companies will administer the benefits of said plan(s), which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claims or disputes concerning the eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and shall not be subject to the grievance-arbitration procedure.

7/1/94; 7/1/97; 7/1/09; 7/1/12

ARTICLE XVI
RETIREMENT

The Town agrees to continue for the members of this unit the Retirement Plan now in existence or its equivalent thereto.

ARTICLE XVII
BEREAVEMENT LEAVE

Any employee may be granted, by Chief of Police, up to five consecutive days' excused absence with pay beginning with the date of death, to handle personal matters related to the death of a close member of the employee's immediate family, including his/her spouse, and child, parent, brother, sister, or grandparent of either spouse.

Any employee may be granted by the Chief one day of excused absence with pay upon the death of the employee's grandchild, son-in-law or daughter-in-law. The Chief, at his/her sole discretion, may extend this leave to two (2) days in the event of necessary travel or other extraordinary circumstances.

7/1/88; 7/1/03

ARTICLE XVIII
HOLIDAYS

Section 1. The following eleven (11) holidays shall be recognized as paid holidays for the Police Department:

| | |
|-----------------------------|---------------|
| New Year's Day | Labor Day |
| Martin Luther King Birthday | Columbus Day |
| Washington's Birthday | Veterans' Day |
| Patriots Day | Memorial Day |
| Thanksgiving Day | Christmas Day |
| Independence Day | |

Section 2. Holiday pay shall be calculated as an amount equal to one day's pay at the employee's base hourly rate of pay. It shall be paid in addition to the employee's regular weekly wage.

Section 3.

- a) When a full-time member of the Police Department is scheduled to work on a holiday in his/her regular tour of duty s/he still receives his/her regular day's pay, straight time, in addition to his/her holiday pay.
- b) When an employee is required to work a holiday that is not in his/her regular tour of duty, s/he shall be paid at the overtime rate in addition to his/her holiday pay.
- c) 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.

- d) An individual or accumulation of any number of holidays shall be paid to said member upon request in any pay period following the holiday. (See "f" below.)
- e) If such holiday(s) falls on any member's vacation, said member will be entitled to equal time off with pay at a time approved by his/her department head.
- f) Any employee requesting payment for holidays in lieu of time off shall request payment in writing to the Chief not later than March 15th of each fiscal year. If an employee is requesting time off, the employee must submit a request in writing with specific dates no later than May 1st of each fiscal year.
- g) An employee who calls in sick on the calendar date of any of the eleven (11) paid holidays shall lose that paid holiday.
- h) Each bargaining unit member must use 5 holidays prior to January 1st of each fiscal year and requests for those days off must be received by September 15th each fiscal year. These days may be used in advance of an actual holiday; however, if a bargaining unit member's employment ends with the Town prior to the actual holiday, the member will reimburse the Town for any amount that was paid, but not yet earned.

7/1/88, 7/1/94; 7/1/12

ARTICLE XIX VACATIONS

Section 1. Each employee shall be granted a minimum of two weeks of his/her earned vacation, if s/he so requests, during the period beginning May 1st and ending September 30th of each year. Such vacations shall be chosen by each employee according to seniority within the Police Department. "Bumping" from the vacation list by reason of seniority shall not be allowed after April 15th. All vacations are subject to the approval of the Chief of Police at his/her discretion.

Section 2. Employees with more than two weeks vacation may take their total vacation off in consecutive weeks if they choose, at the discretion of the Chief of the Department.

Section 3. Any eligible employee may take up to three weeks of vacation a shift at a time, subject to the following conditions:

- a) At least two (2) days' notice must be given the Chief when requesting his/her approval for a day or night vacation.
- b) At least three (3) days' notice must be given to the Chief when requesting his/her approval for vacations of a week or longer.
- c) The earliest request shall be considered first.
- d) No employee shall take vacation during the days of Thanksgiving, Christmas (Eve, Day or Night), or New Year's (Eve or Day) if s/he is scheduled to work.

Section 4. Any employee who is eligible for vacation under the provisions hereof and whose services are terminated by retirement, or by entrance into the Armed Forces, shall be paid for that portion of the vacation allowance earned in the vacation year during which such retirement or entrance into the Armed Forces shall occur up to the time of the employee's separation from the payroll.

Section 5. Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the employee's estate in an amount equal to the vacation allowance earned in the vacation year during which the employee died up to the time of his/her separation from the payroll.

Section 6. A permanent full-time employee with at least five (5) months continuous service shall be entitled to paid vacation during the first fiscal year of employment in accordance with the following schedule:

| <u>FIRST YEAR OF EMPLOYMENT</u> <u>(Date of Employment)</u> | <u>PAID VACATION</u> <u>ENTITLEMENT</u> |
|--|--|
| July or August | 2 weeks |
| September thru January | 1 week |
| February thru June | None |

Effective July 1, 2008, after the first fiscal year of employment, vacation entitlement shall be based on the years of continuous Town service completed during the fiscal year AND any past service as a full-time police officer in any other municipality, as follows:

| <u>YEARS OF CONTINUOUS</u> <u>TOWN SERVICE</u> | <u>PAID VACATION</u> <u>ENTITLEMENT</u> |
|---|--|
| 1 through 5 years | 2 weeks |
| After 5 years | 3 weeks |
| After 10 years | 4 weeks |
| After 20 years | 5 weeks |

The employee seeking credit for past service as a full-time police officer in any other municipality shall be responsible for furnishing the Chief with documentary evidence of such service, in a form suitable to the Chief.

Vacation entitlement may not be carried forward from one year to the next. Leave granted for temporary military service may not be charged against an employee's vacation without his/her consent.

The vacation period shall be the fiscal year, i.e. July 1 through June 30. However, eligibility shall be determined by the anniversary date. E.G., if an employee has completed ten years of continuous service, s/he shall be entitled to four weeks of vacation in the period of July 1 through June 30.

Section 7. Cash payments for vacation(s) will be paid in lieu of time off upon approval of the Town Manager after consultation with the Chief of Police. All requests for payment in lieu of vacation must be submitted in writing to the Chief no later than March 15th of the fiscal year.

7/1/84, 7/1/88, 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/06; 7/1/15; 7/1/18

ARTICLE XX
EXTRA PAID DETAILS

Section 1a. There shall be established two separate detail rates, one which is payable on so-called municipal details and one which is payable on all other non-municipal details. Municipal details shall be those paid out of an appropriation or other Town fund. All other details shall be considered non-municipal.

Section 1b. (i) Minimum Hours.

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.

Section 1b. (ii) When performing any paid details other than those specified in Paragraph 1b(i), the police officer shall be compensated, at the appropriate municipal or non-municipal rate, with a four (4) hour minimum. Examples of details covered by this paragraph include, but are not necessarily limited to, details on behalf of Town departments, schools, churches, synagogues or private citizens.

Section 1c. (i) The municipal rate shall be \$50 per hour.

Section 1c. (ii) Effective July 1, 2015, the non-municipal rate will increase in 30 minute increments shall increase from \$45/Hour to \$47.00 per hour. Effective July 1, 2016, the non-municipal rate shall be \$48.50 per hour. Effective in July 1, 2017, the NON-MUNICIPAL paid detail rate will be \$50/Hour. Effective July 1, 2018, the NON-MUNICIPAL paid detail rate will be \$53/Hour.

Section 1c. (iii) It is expressly understood that, if the municipal detail rate is higher than the non-municipal detail rate, then non-municipal details shall be paid at the municipal rate.

Section 2. Private detail duty beyond eight (8) hours in one day, and private detail duty on Sundays, holidays and strikes, will be paid for at time and one-half of the above rate.

Section 3. No one other than regular full-time police officers shall be utilized for private details as long as regular full-time Officers are available and willing to work said detail.

Section 4. Details shall be offered to members of the Department as fairly and equitably as possible.

Section 5. No officer shall work more than forty (40) hours on paid details in one week. This limitation applies only to hours actually worked, not to hours paid.

Section 6. 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.

7/1/86; 7/1/00; 7/1/03; 7/1/06; 7/1/15; 7/1/18

ARTICLE XXI "A"
SICK LEAVE

Section 1. All permanent full-time police officers will be granted twelve (12) days as of each July 1, to be used as sick leave, with no loss of pay. An employee may use six (6) of the twelve (12) sick days per year to provide care for a sick member of his/her household. An employee may use more than 6 days per year to provide care for a sick member of his/her household with the discretion of the Chief or his/her designee. A total accumulation will be a maximum of one hundred and twenty (120) days.

Section 2. Upon retirement, an employee will be paid fifty percent (50%) of the accumulated sick leave at his/her current rate of pay.

Section 3. Regular part-time employees shall be afforded sick leave on a pro-rata basis.

Those employees with less than one year of service as of July 1 will be credited with sick days on a pro-rata basis.

An employee granted sick leave of 10 consecutive days or more shall, prior to returning to work, submit to the department head and the Personnel Office satisfactory medical evidence of good health.

For every week an employee receives Workmen's Compensation benefits, s/he shall be entitled to 1¼ days of available sick leave, not to exceed his/her regular pay nor his/her sick leave entitlement.

Section 4. When an employee is out sick for three (3) or more consecutive work days, the Chief may require the employee to submit a Doctor's Certificate before being eligible for sick pay.

Section 5. A yearly buy-back is instituted allowing employees with 120 days of accumulated sick leave to sell back to the Town up to six (6) days or 50% of days of accumulated sick leave if the days credited to them on July 1 would cause them to exceed the maximum 120 day accrual, provided the employee has made an annual contribution to the Sick Leave Bank. The maximum allowable sick leave retirement buyback shall be \$15,000 for all bargaining unit members hired after 7/1/2013.

Section 6. Personal Days: Members will have 2 personal days, which are not from sick time, (not to exceed two 8 hour shifts) per fiscal year as long as no other police personnel are already scheduled to be off that shift; however, the Chief may deny the request if he/she determines that full staffing is needed. Such a determination shall not be subject to the grievance-arbitration provision.

Rules for use of this personal day include:

- >This day cannot be used to extend a vacation week;
- >This day cannot be carried over as a personal day from one fiscal year to the next;
- >This day cannot be bought back as a personal day;

- >Approval of this day is at the sole discretion of the Chief or his/her designee;
- >One thing the Chief will look at when determining if this provision will be allowed to continued is departmental sick time usage to be sure that it is not increasing. (The review of sick time usage will not include the usage of this personal day or long term absences.)
- >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.

7/1/97; 8/13/98; 7/1/03; 7/1/12; 7/1/18

ARTICLE XXI "B"
SICK LEAVE BANK

Section 1. A Sick Leave Bank will be created, to be jointly administered by a Committee comprised of two (2) members designated by the Union, and one (1) member designated by the Town. Said joint Committee will establish rules and regulations for the operation of the Bank.

Section 2. To be eligible for membership in the Sick Leave Bank, effective July 1, 1998, only new members to the said Bank must donate three (3) days of sick leave each July 1 to said Bank for a period of five (5) consecutive years for a total of fifteen (15) days donated. All other Sick Leave Bank members (those who have donated for more than five consecutive years) will be exempt from donating into the sick bank. All rights and privileges of the Bank will continue to apply for these members. The provision that a total accumulation of days allowable to the Bank will be a total of one thousand (1,000) is waived. However, in the event that the Sick Leave Bank's accumulated total falls below 750 days, all Sick Leave Bank members will once again contribute into said Bank as according to the Rules and Regulations of the Sick Leave Bank.

Section 3. An employee must exhaust his/her own sick leave before s/he is eligible for the use of the Bank.

Section 4. The total number of bank days that can be used for each member, will be computed by the number of years' service times (x) twelve days.

7/1/88; 8/13/98

ARTICLE XXII
INJURY IN THE LINE OF DUTY

The provisions for injury in the line of duty shall remain in accordance with the Massachusetts General Laws, C. 41, Sec. 111F.

ARTICLE XXIII
MILITARY LEAVE

An employee who is called upon to report for reserve military duty shall be paid the difference between the compensation s/he would have received from the Town and his/her military pay and allowances upon presentation of a pay voucher to the Office of the Town Accountant. Such pay for reserve duty is not to exceed seventeen (17) days' pay in a calendar year.

ARTICLE XXIV
BASE RATE OF PAY

An employee's base rate of pay shall not include longevity, career incentive, overtime, night differential, or any other benefit.

7/1/00

ARTICLE XXV
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided by this Agreement. The Union and the employees within the bargaining unit both individually and collectively in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not authorize, cause, instigate, sanction or condone or take part in any work stoppage or delay, strike, walkout, slowdown or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement.

Notwithstanding Chapter 1078 of the Acts and Resolves of 1973, the Town may, in addition to filing a petition with the State Labor Relations Commission, petition the Court for an injunction and seek any other appropriate legal remedies.

ARTICLE XXVI
STABILITY OF AGREEMENT

Section 1. No amendment of this Agreement shall bind the parties hereto unless executed in writing, and signed by both parties.

Section 2. 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 of 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 3. Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties

agree immediately to meet and negotiate such parts or provisions affected. The remaining parts, or provisions, shall remain in full force and effect.

ARTICLE XXVII
BULLETIN BOARD

The Town agrees that the Union will have permission to use a bulletin board at the Police Station for Union purposes.

ARTICLE XXVIII
MILEAGE

Mileage reimbursement shall be at the rate approved by the Town Manager.

ARTICLE XXIX
MANAGEMENT-UNION RELATIONSHIP IMPROVEMENT

Section 1. A joint safety committee shall be formed by the Town and the Union which shall meet monthly to review and recommend improvements in health and safety conditions. Bargaining unit members of said committee shall be allowed to attend such meetings without loss of pay when such meetings occur during their regular tour of duty.

Section 2. One member of the Union, which may be the president or the president's designee, shall be allowed two days off per year without loss of pay to attend the MassCOP convention.

ARTICLE XXX
NIGHT SHIFT DIFFERENTIAL

Effective on the date of execution of this agreement, Sergeants regularly assigned to work the evening shift (i.e. between the hours of 4:00 p.m. and midnight) shall receive an increase in their shift differential stipend, from \$6.50 to \$7.00 per shift. Effective on the date of execution of this agreement, Sergeants regularly assigned to work the night shift (i.e. between the hours of midnight and 8:00 a.m.) shall receive an increase in their shift differential stipend, from \$7.50 to \$8.00 per shift.

The night shift differential stipend shall not be considered part of the base pay for purposes of figuring overtime, longevity and career incentive.

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."

7/1/88; 7/1/97; 7/1/06; 7/1/18

ARTICLE XXXI
EMPLOYEE PHYSICAL EXAMINATIONS

Every person, except clerical personnel, employed as a full-time member of the Police Department shall be required, as condition of their employment, prior to the effective date of their employment, to have a physical examination by a Town Physician, appointed for such purpose by the Town Manager. The cost of such physical examinations shall be borne by the Town and reports from the examining physician shall be filed with the Human Resources Director and applicable Board or Commission having jurisdiction.

ARTICLE XXXII
INJURIES DURING OR RELATED TO EMPLOYMENT

Any police officer who claims to have been injured in the course of his/her employment and/or as a result of his/her employment shall report each such injury to his/her supervisor immediately unless said employee is not physically able to do so. In the event that the employee is not physically able to report said injury immediately, he/she shall make said report as soon as possible. In the event that an employee seeks to claim benefits under G.L. c. 41, s. 111F, said employee shall furnish to the Town copies of all medical records, medical bills and records of treatment within thirty (30) calendar days of each treatment. Each such employee shall, in addition, at the discretion of the Chief, submit to a medical examination by a physician selected by the Town for the purposes of determining nature, cause and extent of the injury. The Town may require additional physical examinations as it deems appropriate during a police officer's disability and absence from work.

In the event that the physician selected by the Town determines that an employee is no longer disabled and is able to return to work, said employee shall be required to return to work.

7/1/88

ARTICLE XXXIII
INDEMNIFY TOWN AGAINST INTERNAL UNION LEGAL COSTS

The Union shall assume all legal expenses and costs of resolving union issues which do not involve the Town, such as agency fees. The Town shall not be obligated in any way for such expenses.

7/1/86

ARTICLE XXXIV
MATERNITY LEAVE

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.

7/1/88; 7/1/18

ARTICLE XXXV
TIME SWAPS

Initiating Officer will be charged with the swap. All swaps are at the Chief's discretion or his/her designee. An officer may only participate in ten (10) swaps per year. At least three days advance notice of the swap must be given; and in any event, all time swaps must be completed within twenty-one (21) days of the advance notice. Permission may be granted for swaps on less than three days notice at the sole discretion of the Chief.

In the event that an employee calls in sick for a shift s/he has agreed to work as part of an authorized shift swap, or in the event that the employee calls in sick on the day before or the day after a shift which s/he has agreed to work as part of an authorized shift swap, then s/he shall be ineligible to participate in further shift swaps for the next ten (10) weeks, except under circumstances where the employee can produce a physician's note or evidence that the employee was utilizing a family sick day.

7/1/94; 7/1/97; 7/1/00; 7/1/15

ARTICLE XXXVI
HAZARDOUS DUTY PAY

Employees shall receive, effective July 1, 2010, a hazardous duty stipend in the amount of \$550.00 per year, payable in two equal installments on the first pay period in December and June. In addition, all members of the bargaining unit shall receive a one-time payment of \$100.00, which payment shall not be included in the salary schedule. This payment shall be included in the same payroll as the retroactive salary increase payment.

7/1/00; 7/1/03; 7/1/06; 7/1/09

ARTICLE XXXVII
PERFORMANCE EVALUATIONS

Effective upon ratification, sergeants shall be evaluated on an annual basis, utilizing the evaluation instrument agreed to by the parties in the course of negotiations leading to the 2006-2009 contract. It is expressly understood that sergeants shall be responsible for evaluating the patrolmen. Sergeants will be evaluated by their superior officer(s).

7/1/06

ARTICLE XXXVIII
DRUG AND ALCOHOL TESTING

A study committee consisting of an equal number of representatives from the Town Administration and the Union will be created to develop a "reasonable suspicion" drug testing policy and a policy with respect to alcohol testing of bargaining unit members.

The "reasonable suspicion" drug testing policy will be implemented upon conclusion of the work of the study committee, whose charge shall be to develop the language and procedures to effectuate such a policy. If the parties cannot reach agreement on the particular language and procedures

necessary to effectuate this policy, then the matter will be submitted to the Joint Labor Management Committee (JLMC) for the purposes of mediation and, if necessary, arbitration on this single issue.

With respect to alcohol testing, the study committee shall endeavor to complete its work within one hundred twenty (120) days of execution of the Memorandum of Understanding between the parties. Any recommendations resulting from this study committee shall be presented for consideration and ratification by the Town and the Union prior to the implementation of any such recommendations.

7/1/09

ARTICLE XXXIX
TATTOOS

Patrolmen (including Sergeants) shall not have tattoos on any part of their body that is visible when wearing any of the department authorized uniforms. No officer shall acquire a new tattoo on his/her or her head, hands, face or neck, or on any part of his/her or her body that could be seen when wearing said uniform; especially where the cover might distract from the officer's uniform appearance as a member of this department.

- >Chief will grandfather 4 union members who have tattoos. They won't have to cover them.
- >Only current tattoos are grandfathered; no new tattoos will be allowed.
- >If any one of the current members choose to get a tattoo on their forearm, they could acquire a new tattoo on their foreman but wear a long sleeved uniform 365 days per year. It is to be clear that tattoos on the forearm cannot be seen if sleeves are rolled up or even with movement.
- >Hands, face and neck are excluded from any new tattoos.

8/25/15;

ARTICLE XL
RESIDENCY

Employees of the Sudbury Police Department shall be required to live within a thirty (30) mile radius of the Town of Sudbury.

Clarification: must live in Massachusetts as required by law.

8/25/15;

ARTICLE XLI
REVOCATION OF "so called" CIVIL SERVICE

The parties agreed to the negotiated language in the side letter dated, November 14, 2016 for leaving Civil Service, as follows:

Effect of Revocation. In accordance with the law, the revocation of the Civil Service statute shall not affect any civil service rights which have come into existence between the Town and the incumbent in any position as a result of the original acceptance of such law.

1. **Seniority.**

- a. For employees appointed before the removal of the Department from Civil Service, the Civil Service definition of seniority shall continue to apply for purposes of layoffs, demotions, and all other contractual purposes.
- b. For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the employee's date of employment as a regular full-time police officer in the Sudbury Police Department.
- c. For those employees hired who have prior experience as a full-time police officer, this time will be used to determine their vacation time only as outlined in Article XIX: VACATIONS of the Collective Bargaining Agreement.
- d. For those employees who are promoted beyond their current Civil Service Rank, the respective date of the promotion to the new rank will determine that employee's seniority within that rank.
- e. Any officer who is demoted for disciplinary reasons shall keep their original department seniority date in any subsequent rank
- f. An officer who is laid off and recalled, upon his/her return, will be credited with the time during the layoff period for purposes of seniority.

2. **Layoff and Recall.**

- a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31, as it may be amended, governing such matters.
- b. For employees appointed after the revocation of Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, notice thirty (30) days in advance, when able, of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees. Should the Town need to lay officers off with less than 30 days notice the Town will endeavor to give as much notice as is possible.
- c. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority; the employee with the highest level of seniority having first right of recall. Any laid-off employee shall notify the department of any address changes within the five-year period. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within thirty (30) calendar days of mailing of the recall notice of his/her or her intention to return to the Sudbury

Police Department. Any person refusing or failing to exercise such recall opportunity within the thirty (30) day period shall be deemed to have waived his/her or her right of recall to the current position and any position in the future, permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived at the discretion of the Chief of Police.

- d. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost, provided that they pay their portion of the cost.

3. **Discipline.**

After the revocation of the Civil Service Statute, the Town and the Union agree that no employee shall be disciplined or terminated without just cause. Any discipline issued shall be subject to the grievance and arbitration procedure of the collective bargaining agreement. For those employees who remain covered by Civil Service, all rights relative to discipline under Civil Service remain intact unless they are promoted whereby they lose their Civil Service status or Civil Service becomes defunct.

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 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.

7/1/15; 7/1/18

ARTICLE XLII
SCOPE OF THE AGREEMENT

Section 1. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of the Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All matters not dealt with herein shall be treated as having been brought up and either resolved or withdrawn.

Section 2. The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representatives.

7/1/97

ARTICLE XLIII
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other by October 1st prior to date of expiration. Written notification shall be sent to the President of Local #370A. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve notice in writing upon the other not later than October 1 prior to the expiration date, advising that such parties desire to revise or change terms of conditions of such Agreement. This Agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.

SIGNED THIS DATE: 10/24/19

FOR THE TOWN OF SUDBURY:
Maryanne Bilodeau
Maryanne Bilodeau, Interim Town Manager

FOR MASSCOP:
Stephania Kull, President 10-15-19
James M. Espinoza 10-19-19
Wayne M. Shulby 10-16-19

APPENDIX A – SALARY SCHEDULES

| POLICE SERGEANTS - FY19 | | | | | | |
|--|--------|--------|--------|--------|--------|--------|
| Effective 7/1/18 - 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 |

| POLICE SERGEANTS – FY20 | | | | | | |
|--|--------|--------|--------|--------|--------|--------|
| Effective 7/1/19 - 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 |

| POLICE SERGEANTS – FY21 | | | | | | |
|--|--------|--------|--------|--------|--------|--------|
| Effective 7/1/20 - 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 |

| POLICE SERGEANTS – FY21 | | | | | | |
|---|--------|--------|--------|--------|--------|--------|
| Effective 6/30/21 at 11:59 p.m. so that there is no financial impact to FY 21 - 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 per week. Overtime pay is calculated by multiplying 1.5 times these hourly rates.

APPENDIX B
DRUG TESTING POLICY

SUDBURY POLICE DRUG TESTING POLICY

1. **DRUG TESTING BASED ON REASONABLE SUSPICION.** An employee may be tested after a determination by the Chief or his/her designee that there is a reasonable suspicion to test the employee. Reasonable suspicion shall be based upon information of objective facts (i.e.: the employee, the's appearance, behavior, speech, body odor, etc.) obtained by the department and the rational inferences which may be drawn from those facts or sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

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.

2. **DRUG SCREENING.** Drug screening will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines.
3. **CONSEQUENCES OF A POSITIVE TEST.** Employees who receive a verified positive test result for illegally used drugs will be subject to discipline up to and including discharge. The Police Chief may offer, in lieu of termination, voluntary submission to treatment in a rehabilitation program approved by the Chief, along with a suspension without pay until certified by a treating provider as able to safely return to work, except that, in this situation only, accrued sick leave and/or vacation leave may be used if approved by Police Chief. . This program may include random drug testing for a minimum of 36 months or a period of time to be determined by the Police Chief. Any costs associated with a rehabilitation program to include additional drug testing shall be paid for by the employee. Failure to comply with the requirements of the program or a second positive test will be grounds for immediate termination.
4. **DILUTE TESTS/REFUSAL/TAMPERING.** Refusing to submit to a drug test shall be considered a positive test. If there is any indication of tampering, switching of samples or if the test comes back showing the sample was diluted, a second test utilizing the employee's hair as a specimen shall be administered as soon as possible.
5. **TESTING PROCEDURES.** Drug testing shall be required immediately upon determination that reasonable suspicion exists to test the employee. The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results.

Collection of urine or hair samples shall be conducted in a manner which provides the highest, reasonable degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples.

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.

Any positive drug test will be reviewed and interpreted by a medical review officer, who will contact the individual tested. The purpose of the contact will be to review the individual's medical history; to afford the individual an opportunity to discuss the test result; and to decide whether there is a legitimate medical explanation for the result. When called, an officer must contact the medical review officer as soon as possible and in accordance with any instructions provided.

Test results will be made available to the employee upon request. Employees having negative drug test results shall receive a 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.