

**Memorandum of Agreement  
Between the Town of Sudbury  
and  
The Sudbury Police Union, MCOP Local 370  
December 13, 2021**

The Town of Sudbury (Town) and the Sudbury Police Union, Local 370, Massachusetts Coalition of Police, AFL-CIO (Union), hereby agree to a new three-year collective bargaining agreement to be effective from July 1, 2021 to June 30, 2024. The terms and conditions of the parties' collective bargaining agreement dated July 1, 2018 to June 30, 2021 shall remain in effect, except as modified below:

**Appendix A Salary Schedules** shall be amended to reflect the following changes:

Effective 7/1/21, all steps on the salary schedule shall be increased by one-half percent (.5%);  
Effective 7/1/22, all steps on the salary schedule shall be increased by two percent (2%);  
Effective 7/1/23, all steps on the salary schedule shall be increased by two percent (2%);

**ARTICLE I RECOGNITION AND BARGAINING UNIT**

HOUSEKEEPING: change to "below the rank of **Sergeant**"

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 below the rank of ~~Lieutenant~~ Sergeant.

**ARTICLE III NON-DISCRIMINATION**

HOUSEKEEPING: Amend:

The Town and the Union agree not to discriminate against any employee covered by this Agreement because of his/her race, color, religious, creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability; ~~race, religion, creed, color, or national origin, or~~ because of Union activities.

**Article VI, UNION DUES AND SERVICE FEE**

Amend Section 2:

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

~~Section 2.~~ Recognizing the fact that all members of the bargaining unit derive benefits from this Agreement, the Town agrees that either membership in the Union or payment of a service fee, shall be a condition of employment during the life of this Agreement and the Town agrees to adopt the provisions of Mass. G.L. c. 150E, §12.

Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

The agency service fee shall be calculated in accordance with Mass. G.L. c 150E, §12.

~~Section 3. Said service fee shall be equal to the membership dues and shall be deducted from the employee's pay and forwarded to the MassCOP Secretary/Treasurer with the Union dues.~~

Section 4. The Town shall not be responsible and the Union agrees to hold the Town harmless for any actions it takes against any employee as a result of Mass. G.L. c. 150E, §12.

Section 5. Any legal expenses and costs incurred by the Town in enforcing the provisions of Chapter 150E, Section 12 shall be paid by the Union.

### **Article VIII, GRIEVANCE PROCEDURE**

Amend: Steps 1-3

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 choice at, and participating in, any level of the following procedure.

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

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 ~~five (5)~~ ten (10) 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 ~~seven (7)~~ ten (10) days to the Town Manager, who has ~~seven (7)~~ 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)~~ twenty-one (21) 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.

#### **ARTICLE IX SALARIES**

HOUSEKEEPING: Delete Section 2

~~Section 2. Sergeants: The base salary differential between sergeants and patrolmen shall be 20%.~~

#### **ARTICLE XII COURT TIME**

Amend as follows:

An officer who is required to appear in court in connection with his official responsibility as a police officer shall be paid a minimum of four (4) hours pay at a time and one-half (1.5%) his/her hourly base rate of pay provided said court appearance occurs before or after his/her regular shift or on a day off, except in the case of motor vehicle appeals, said officer would receive 2 hours of pay.

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.

#### **Article XIII Career Incentive**

**Effective 7/1/2021:** Amend 3<sup>rd</sup> paragraph as follows and the Union agrees to withdraw AAA No. 01-20-0016-0231:

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%)~~ \$5,000 for an associate's degree; ~~ten twenty percent (4020%)~~ for a bachelor's degree; or ~~fifteen twenty-five percent (4525%)~~ 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.

The Union agrees to withdraw with prejudice any grievance/demand for arbitration concerning this issue and to consider the matter fully resolved

#### **Article XVIII Holidays**

Juneteenth Independence Day shall be added to the list of holidays.

## Article XX Extra Paid Details

Effective upon execution of this Agreement, amend as follows:

### Add: Section 1c. (iii)

The non-municipal rate for details worked between the hours of 10:00 p.m. and 4:00 a.m. shall be 1.5 times the normal rate for details. This shall not include Municipal jobs.

## Article XXI "A" Sick Leave

Amend as follows:

~~Section 6. Effective January 1, 2013, bargaining unit members will be allowed to use one (1) earned sick day (not to exceed one 8 hour shift) per fiscal year as a personal day 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.~~

Section 6. Personal Days- Effective July 1, 2021 bargaining unit members will be granted two (2) personal days (not to exceed two 8-hour shifts) per fiscal year in addition to any earned sick time. A member may utilize a personal day if 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:

- >A personal day cannot be used to extend a vacation week;
- >A personal day cannot be carried over as a personal day from one fiscal year to the next;
- >A personal day cannot be bought back;
- >Approval of a personal day is at the sole discretion of the Chief or his /her designee.
- >Nothing in this new section shall be subject to the grievance-arbitration provision.

## Effective 7/1/22: Delete: ARTICLE XLII Physical Fitness Incentive

The Town will add a Physical Fitness Incentive of \$500, pending standards agreeable to the Police Chief.

## New Article: Rules and Regulations

Except as approved herein, all published rules and regulations, general orders, special order and/or other directives in force as of the effective date of this agreement shall remain in force.

**New Article: Technology Implementation:**

Police Chief reserves the right and ability to implement necessary technology such as electronic control devices, e-ticketing, electronic fingerprint capture and audio and video recording equipment including a body/cruiser camera policy.

**Throughout Contract:**

**Housekeeping:**

Change Man or his to Man/Woman or his/her and similar language.

Add previously agreed to Taser stipend to stipends listed on Salary Schedule.

**Change "Duration of Agreement" Article number as appropriate to accommodate new Articles.**

**Article XLIII - 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 XXXVIII: Replace "July 1, 2018 through June 30, 2021" with: "July 1, 2021 through June 30, 2024."

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.

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

For the Town:

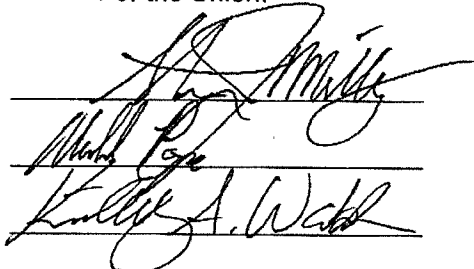
Henry L. Hayes,  
Jr.

Digitally signed by Henry L. Hayes, Jr.  
DN: cn=Henry L. Hayes, Jr., o=Town of  
Sudbury, ou=Town Manager,  
email=TownManager@Sudbury.MA.US, c=US  
Date: 2021.12.21 20:00:52 -05'00'

Henry L. Hayes, Jr.  
Town Manager

Date: 16 DEC 2021

For the Union:



Date: 12-16-21

POLICE - FY22						
Effective 07/01/21 - All steps increased by 0.5%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
<b>Patrolman</b>						
Hourly	28.45	29.10	29.79	30.46	31.06	33.29
Annual	57,166	58,487	59,861	61,207	62,422	66,894
<b>Student Officer</b>						
Hourly	25.60	26.19	N/A	N/A	N/A	N/A
Annual	51,451	52,638	N/A	N/A	N/A	N/A

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

**Single Rated:**

Crime Prevention Officer	\$925/Year	Licensing Officer	\$925/Year
Crime Scene Processing Off.	\$925/Year	Technology Officer	\$925/Year
CPR/First Responder Inst.	\$925/Year	Firearms Officer	\$925/Year
Safety Officer	\$925/Year	School Resource Of.	\$925/Year
Motorcycle Off. (half-time)	\$462.50/Yr	Fleet Maint. Officer	\$925/Year
Detective	\$1,900/Yr	Traffic Officer	\$925/Year
Department Trainer	\$925/Year		

POLICE - FY23						
Effective 07/01/22 - All steps increased by 2%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
<b>Patrolman</b>						
Hourly	29.01	29.68	30.38	31.06	31.68	33.95
Annual	58,309	59,657	61,058	62,431	63,670	68,232
<b>Student Officer</b>						
Hourly	26.11	26.72	N/A	N/A	N/A	N/A
Annual	52,480	53,691	N/A	N/A	N/A	N/A

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

**Single Rated:**

Crime Prevention Officer	\$925/Year	Licensing Officer	\$925/Year
Crime Scene Processing Off.	\$925/Year	Technology Officer	\$925/Year
CPR/First Responder Inst.	\$925/Year	Firearms Officer	\$925/Year
Safety Officer	\$925/Year	School Resource Of.	\$925/Year
Motorcycle Off. (half-time)	\$462.50/Yr	Fleet Maint. Officer	\$925/Year
Detective	\$1,900/Yr	Traffic Officer	\$925/Year
Department Trainer	\$925/Year		

POLICE - FY24						
Effective 07/01/23 - All steps increased by 2%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
<b>Patrolman</b>						
Hourly	29.59	30.28	30.99	31.69	32.31	34.63
Annual	59,475	60,850	62,279	63,680	64,943	69,597
<b>Student Officer</b>						
Hourly	26.64	27.25	N/A	N/A	N/A	N/A
Annual	53,530	54,765	N/A	N/A	N/A	N/A

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

**Single Rated:**

Crime Prevention Officer	\$925/Year	Licensing Officer	\$925/Year
Crime Scene Processing Off.	\$925/Year	Technology Officer	\$925/Year
CPR/First Responder Inst.	\$925/Year	Firearms Officer	\$925/Year
Safety Officer	\$925/Year	School Resource Of.	\$925/Year
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