

**Memorandum of Agreement
Between the Town of Sudbury and
The Sudbury Police Sergeants Union, MCOP Local 370/A
March 30, 2023**

The Town of Sudbury (Town) and the Sudbury Police Sergeants Union, Local 370/A, 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:

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

All retroactive items apply only to those employees who are currently employed by the Sudbury Police Department as of the date that this agreement is ratified or as otherwise accepted therein. As noted below the retroactive amount of the Supervisory Stipend will be reduced as described herein.

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 III NON-DISCRIMINATION

HOUSEKEEPING: Replace current language with;

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.

Article VIII, GRIEVANCE PROCEDURE

Amend: Steps 2

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)~~ 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 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.

Article XII Court time

Upon Ratification of this Agreement, amend as follows:

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, ~~except in the case of a motor vehicle appeal, where said officer would receive two (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 Upon Ratification of this Agreement Amend 3rd paragraph as follows:

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 **NOT** receive an educational stipend of ~~seven and one-half percent (7.5%)~~ for an associate's degree. ~~However, will receive; ten-twenty percent (1020%)~~ for a bachelor's degree; or ~~fifteen-twenty-five percent (1525%)~~ 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.

Article XVIII Holidays

Effective Upon Ratification of this Agreement

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

Article XIX Vacations

Amend Section 6, Paragraph 4 to read:

Under very limited circumstances a specified amount of Vacation entitlement may not be carried forward from one year to the next upon recommendation by Police Chief with Final approval of Town Manager. Leave granted for temporary military service may not be charged against an employee's vacation without his/her consent. This shall not be subject to the Grievance procedure.

Article XX Extra Paid Details

Effective upon execution of this Agreement, amend as follows:

Add: Section 1c. (iv)

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 XXX Shift Differential:

Effective upon ratification of this MOA:

July 1, 2021 – no change

i. 4-12 shift: no change

ii. 12-8 shift: no change

July 1, 2022 -

- i. 4-12 shift: \$8.25
- ii. 12-8 shift: \$11

July 1, 2023 -

- i. 4-12 shift: \$9.50
- ii. 12-8 shift: \$14

New Article: Technology Implementation

~~Employees shall be required to abide by all Rules and Regulations enacted by the Town and/or by all Rules and Regulations of the Sudbury Police Department enacted by the Town and/or by the Police Chief as these Rules and Regulations may be amended from time to time, to include but not limited to, electronic control devices, e-ticketing, electronic fingerprint capture, and audio and video recording equipment;~~

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.

Effective 7/1/21: Delete Article XXXVI Hazardous Duty Pay

ARTICLE IX SALARIES

Effective 7/1/21, Amend Section 6 Supervisory Duty Stipend as follows:

Effective 7/1/18, the parties agree to eliminate the current specialty stipends and replace them with a 3 6.5% 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. The 3 6.5% shall be paid bi-weekly.

Clarification: Retro pay will be less anything already paid related to hazardous duty pay in years 1 and 2 of the agreement.

The parties agree that by entering into this Agreement on the Supervisory Duty Stipend, the parties acknowledge and agree that this stipend also fully covers and compensates all members of the bargaining unit for the implementation and any and all additional supervisory and/or work related issues concerning POST, accreditation and all technology changes (including though not limited to body cameras, cruiser cameras, electronic control devices, e-ticketing, electronic fingerprints, and audio and video recording equipment including body and cruiser cameras) implemented by the Chief and/or the Town.

Throughout Contract:

Housekeeping:

Change Man/Woman/his/her and similar language to they/them/their(s)

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.

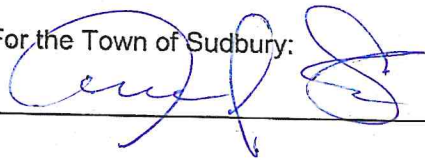
1. Duration

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

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

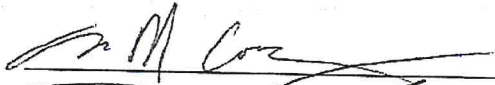
Signed:

For the Town of Sudbury:




Date: 4/20/23

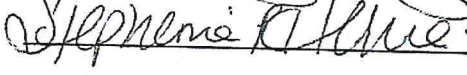
For the Sudbury Police Sergeant's Union, MCOP Local 370A, AFL-CIO:



Date: 4/23/2023



Date: 4-3-2023



Date: 4-3-2023

APPENDIX A - SALARY SCHEDULE

POLICE SERGEANTS						
FY22						
All steps increased by 0.5%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	34.42	35.21	36.04	36.85	37.58	40.28
Annual	69,171	70,768	72,431	74,059	75,531	80,941

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.

POLICE SERGEANTS						
FY23						
All steps increased by 2%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	35.11	35.92	36.76	37.59	38.34	41.08
Annual	70,554	72,183	73,880	75,540	77,042	82,560

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.

POLICE SERGEANTS						
FY24						
All steps increased by 2%						
	MIN	STEP 1	STEP 2	STEP 3	STEP 4	MAX
Sergeant						
Hourly	35.81	36.64	37.50	38.34	39.10	41.90
Annual	71,965	73,627	75,358	77,051	78,583	84,211

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.