

AGREEMENT

BETWEEN

THE TOWN OF SUDBURY

AND

Sudbury Police Lieutenants
New England Police Benevolent Association Local #197

July 1, 2022 - June 30, 2024
Integrated for Local #197: 3/19/24

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PREAMBLE

This Agreement, entered into by and between the Town of Sudbury, Massachusetts, hereinafter referred to as the "Town" and the Sudbury Police Lieutenants, New England Police Benevolent Association Local #197, hereinafter referred to as the "NEPBA" 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 Lieutenant and as agreed to in the Recognition Agreement signed on January 29, 2024.

ARTICLE II RIGHTS OF MANAGEMENT

Section 1. Except to the extent that there is contained in this agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Employer including, but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted, to determine the schedules and hours of work and the assignment of employees to work, to establish new job classifications and job duties and functions and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his services, to hire, promote, transfer, assign and retain employees, and to discipline, suspend, demote, and discharge employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Department.

ARTICLE III EMPLOYEE RIGHTS AND REPRESENTATION

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

Section 2. The members of the NEPBA bargaining committee, not to exceed two (2), who are scheduled to work during collective bargaining negotiations shall be granted reasonable time off without loss of pay or benefits for all meetings between the Town, its agents or representatives and the NEPBA for the purpose of negotiating the terms of the collective bargaining agreement. The members of said committee shall provide their supervisor with at least three (3) days notice of each negotiation session.

Section 3. An NEPBA officer 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 Association officer shall be granted permission from their supervisor. .

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

Step 1. Employee shall immediately submit their grievance in writing to the 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 grievant's immediate supervisor. Said grievance shall contain the name of the grievant, the nature of the grievance as well as the remedy sought. The grievant's immediate supervisor shall have five (5) working days to act on said grievance.

Step 3. If no agreement is reached between the NEPBA and said immediate supervisor, the grievance shall be appealed in writing within fourteen (14) days to the Town Manager, who has fourteen (14) 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 grievant, at the request of either party the grievance shall be submitted within ten (10) working 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 decision of the arbitrator shall be final and binding upon the parties.

7/1/97

ARTICLE V
HOURS OF WORK

Section 1.

The regular work week for employees shall average out to be thirty-seven and one-half (37.5) hours per week. The hourly base rate of pay will be determined by dividing the annual base salary by 52.2 weeks and then by 37.5 hours.

Section 2.

The normal work day for employees covered by this agreement shall be consistent with present practice. Each employee shall be scheduled to work a shift with regular starting and quitting times. Changes in the regular work schedule shall not be made for arbitrary and capricious reasons.

Section 3.

Lieutenant Overtime Pay as approved by the Chief of Police The overtime rate of pay will be one and one-half times the hourly base rate

7/1/88; 7/1/94; 7/1/97; 7/1/18; 7/1/22

ARTICLE VI
HOLIDAYS

Section 1.

Employees covered by this Agreement shall receive one day of regular straight time pay at straight time rate in lieu of work for the day on which each of the following are observed by the Commonwealth as holidays:

New Year's Day	Martin Luther King's Birthday
Washington's Birthday	Patriot's Day
Memorial Day	Independence Day
Juneteenth Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Day	

When one of the foregoing holidays falls on Sunday, such an employee shall be entitled to time off with pay on the following Monday. If it should fall on a Saturday, he shall be entitled to time off with pay on the preceding Friday. Or, if such holiday falls during their vacation, such employee shall be entitled to equal time off with pay at a time approved by their department head. Holiday Pay is optional with the approval of the Chief of Police

7/1/18; 7/1/21

ARTICLE VII
VACATIONS

All NEPBA Local #197 Members with at least five 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 ENTITLEMENT</u>
JULY OR AUGUST	12 DAYS
SEPTEMBER THROUGH JANUARY	6 DAYS
FEBRUARY THROUGH JUNE	NONE

After the first fiscal year of employment, vacation entitlement shall be based on the years of continuous town service which shall be completed during the fiscal year as follows:

<u>YEARS OF CONTINUOUS TOWN SERVICE</u>	<u>PAID VACATION ENTITLEMENT</u>	
ONE THROUGH FOUR	FY04 15 DAYS	FY05 16 DAYS
FIVE THROUGH SEVEN	17 DAYS	18 DAYS
EIGHT AND NINE	20 DAYS	21 DAYS
TEN THROUGH FOURTEEN	22 DAYS	23 DAYS
FIFTEEN AND ABOVE	25 DAYS	26 DAYS

In no case shall an employee be entitled to paid vacation prior to completing five months' continuous service. 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., in FY05, if an employee shall complete ten (10) years of continuous service during a fiscal year, they shall be entitled to twenty-three (23) days of vacation in that period of July 1 through June 30.

In an event that an employee voluntarily terminates their employment with the Town, their paid vacation entitlement for that fiscal year shall be calculated as follows:

$$\begin{array}{r}
 \text{WORK DAYS BETWEEN JULY 1} \\
 \text{AND TERMINATION} \underline{\hspace{2cm}} \\
 260 \text{ WORK DAYS PER YEAR}
 \end{array}
 \times \text{ANNUAL VACATION} = \text{VACATION ENTITLEMENT}$$

If an employee has taken paid vacation in excess of the entitlement so calculated, such excess pay shall be deducted from their final paycheck.

Vacation carry-over is not automatic. However, an employee may request permission from the employer for the opportunity to carry over their vacation. This permission will be at the discretion of the employer on a case-by-case basis. In no event will permission be allowed if the carry-over interferes with the best interest of the Town or proper coverage of the Town; however, permission will not be withheld unreasonably.

Leave granted for temporary military service may not be charged against an employee's vacation without their consent.

Vacation leave may not be taken in blocks of more than two consecutive weeks without prior authorization of the Police Chief. Such authorization shall not be unreasonably withheld.

Section 2.

A cash payment in lieu of time off may be made upon request for up to four (4) days of an employee's annual vacation entitlement beginning in Fiscal Year 2024.

Section 3.

When recruiting new employees, the parties agree the Town Manager "in the Town Manager's sole discretion" has the right to offer any vacation that is not inconsistent with the maximum that is in the Collective Bargaining Agreement.

7/1/84; 7/1/94; 7/1/00; 7/1/03; 7/1/07; 7/1/15; 7/1/22

ARTICLE VIII
BEREAVEMENT TIME

An employee may be granted, by their Department Head, up to five (5) days' excused absence with pay to handle personal matters related to the death of a close member of the employee's family including their spouse, and child, parent, brother, sister or grandparent of either spouse.

ARTICLE IX
SICK LEAVE

Each employee covered by this Agreement shall be entitled to twelve (12) days of sick leave per fiscal year commencing July 1 after the completion of one full year of employment. The 12-day sick leave is credited to each employee annually on July 1. These unused sick days may be accumulated from fiscal year to fiscal year up to a maximum of 120 days.

All employees covered by this Agreement will be credited with accumulated unused sick days in accordance with the following formula:

<u>After () YEAR#</u>	<u>Days Used In Last 5 Yrs.</u>	<u>Less # Sick Days</u>	<u>=</u>	<u>Amount Credited</u>
1 yr X 12 =	12	"	"	
2 yrs X 12 =	24	"	"	
3 yrs X 12 =	36	"	"	
4 yrs X 12 =	48	"	"	
5 yrs X 12 =	60	"	"	
6 yrs X 12 =	72	"	"	
7 yrs X 12 =	84	"	"	
8 yrs X 12 =	96	"	"	
9 yrs X 12 =	108	"	"	
10 yrs X 12 =	120	"	"	120 or less
11 yrs X 12 =	132	"	"	"
12 yrs X 12 =	144	"	"	"
13 yrs X 12 =	156	"	"	"
14 yrs X 12 =	168	"	"	"
15 yrs X 12 =	180	"	"	"
16 yrs X 12 =	192	"	"	"
17 yrs X 12 =	204	"	"	"
18 yrs X 12 =	216	"	"	"
19 yrs X 12 =	228	"	"	"
20 yrs X 12 =	240	"	"	"

An employee granted sick leave of five (5) consecutive days or more may be required, prior to returning to work, to submit to the Police Chief and Town Manager satisfactory medical evidence of good health.

The number of days of sick leave each year that a permanent part-time employee shall be entitled to shall be determined by multiplying twelve (12) days times (x) the number of days the employee works per week (irrespective of the number of hours per day) and dividing the result by five (5). Payment for each day taken as sick leave shall be the payment that the employee would have normally received on the days taken.

An employee covered by this Agreement who retires from service in the employ of the Town of Sudbury and retires into the state or county retirement system shall receive from the Town payment at the then current rate of pay equal to 50% of the daily pay times the number of unused accumulated sick days.

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 accumulated sick leave if the days credited to them on July 1 would cause them to exceed the maximum 120-day accrual. Said payment shall not exceed a maximum amount of \$15,000 for employees newly hired on or after July 1, 2007 who are not currently employed by the Town of Sudbury. Employees will be expected not to use annually more sick leave than they have used previously in the three years preceding their retirement.

Effective July 1, 2015, bargaining unit members will be allowed to use one (1) day of their annual twelve (12) days sick time per fiscal year as a personal day to conduct their own personal business.

- >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;
- >This day will not be paid upon termination of employment.

Effective July 1, 2018, bargaining unit members will be allowed to use six (6) days of their annual twelve (12) days sick time per fiscal year to provide care for a sick member of their household.

7/1/86; 7/1/07; 7/1/15; 7/1/18

SICK LEAVE BANK

A Sick Leave Bank shall be created for permanent full-time employees which will be jointly administered by a Committee consisting of one (1) member designated by the Personnel Board and two (2) members designated by the Association. The joint Committee may establish rules and regulations for the administration and operation of this Bank provided said rules and regulations do not conflict with the Personnel Administration Plan. To be eligible to use the Bank, an employee must contribute three (3) days of their sick leave each year. An employee must exhaust their own accumulated sick days, vacation days, holidays, or any other accrued time before they are eligible to use the Bank. The maximum number of bank days any employee may be granted is twelve times the number of years of their service provided there are sufficient days deposited in the Bank.

For every week an employee receives workmen's compensation, they shall be entitled to 1 ¼ days of available sick leave not to exceed their regular pay nor their sick leave entitlement.

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 own sick leave before 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 X
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 Local #197 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 Local #197 to future performance of any such term or condition, and the obligations of the Association or of the Town to such future performance shall continue in full force and effect.

Section 3. Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (Federal or State) or should any provision of this Agreement be found to be in violation of any Federal or State law or by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

Section 4. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such decision, the parties agree to negotiate a substitute for the invalid article, section or portion thereof.

ARTICLE XI
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.

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

ARTICLE XII UNION DUES

Section 1. The Employer agrees to deduct from each employee's earnings the amount authorized by each employee and transmit said amount to the treasurer of the Association in accordance with the terms of the authorization of their payroll forms.

Section 2. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE XIII ACCESS TO PREMISES

The Employer agrees to permit a representative of the Sudbury Supervisory Association to enter the premises at reasonable times, with the approval of the Employer to discuss working conditions with individual members of the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees. The approval of the Town Manager shall not be unreasonably withheld.

7/1/00

ARTICLE XIV BULLETIN BOARDS

Section 1. A bulletin board will be made available by the Town for the posting of Union notices.

ARTICLE XV
JURY DUTY

An employee called for jury duty on days falling within their usual work period for the Town shall be paid for those days the difference between the compensation they would have received from the Town and their fees, exclusive of travel allowance, for such jury service.

ARTICLE XVI
RESERVE MILITARY DUTY

An employee who is called upon to report for reserve military duty shall be paid the difference between the compensation they would have received from the Town and their military pay and allowances upon the 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 XVII
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 XVIII
MILEAGE

The Town agrees to reimburse employees covered by this Agreement with respect to mileage incurred through the use of their personal vehicles at the rate determined by the Town Manager.

7/1/05

ARTICLE XIX
MEAL PERIODS

The Employer shall furnish a meal to any employee who is requested to and does work four (4) hours beyond their regular shift. In the event the Employer is unable to furnish meals, the Employer shall compensate the employee the cost of the meal not to exceed six dollars (\$6.00) per meal. Effective upon execution of the Memorandum of Understanding on October 8, 2004, the Employer shall compensate the employee the cost of the meal not to exceed nine dollars and fifty cents (\$9.50) per meal.

7/1/94; 7/1/03

7/1/84; 7/1/97; 7/1/00

EDUCATIONAL INCENTIVE

Section 1. Education Incentive Program. The current financial benefit received by the Lieutenants under the provisions of the "Quinn Bill", so called, will remain in effect for individuals employed by the Sudbury Police Department as of July 1, 2009 who are promoted to Lieutenant, so long as they have commenced coursework towards a degree and made proper notification to the Chief of Police on or before October 1, 2010. Individuals hired on or after July 1, 2009 who are promoted to Lieutenant will not be eligible for "Quinn Bill" benefits, but will be eligible for educational incentive benefits under the "Town Education Incentive Plan." Under the Town Education Incentive Plan, employees will receive an education stipend of

ten percent (10%) for a bachelor's degree or fifteen percent (15%) for a master's degree or law degree. It is further agreed that a minimum of a Bachelor's Degree in Criminal Justice will be preferred for appointment to the position of Lieutenant as of the effective date of (8/16/16) Side Letter.

8/16/16 (side letter with SSA)

ARTICLE XXI
CLOTHING

Section 1. Effective July 1, 2015, the Town shall allot an annual clothing allowance as follows:

Police Lieutenant 800

The Police Lieutenant shall also receive a cleaning allowance of \$250, which shall increase to \$ \$600

Section 2. Each member shall submit invoices and vouchers to the Town Accountant, who will pay the vendors directly for any clothing expenditures.

7/1/88; 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/05; 7/1/15; 7/1/18

ARTICLE XXII
SALARY SCHEDULE

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%);

All members of the Sudbury Supervisory Association agree to sign up to be paid through Direct Deposit for all current and future union members. The intent of Town is to end paper paychecks except in special circumstances such as an employee's first and last paycheck with the Town.

Salary Schedules are attached as Appendix A.

7/1/12; 7/1/15; 7/1/18; 7/1/21; 7/1/22

7/1/97; 7/1/22

ARTICLE XXIV
SEVERANCE

The Town shall provide two months' written notice of termination when dismissal is not for malfeasance or improper conduct.

The Town shall provide severance pay in the following manner: two (2) months pay for dismissal after ten (10) years of service and three months pay for dismissal after fifteen (15) years of service. Severance pay will be granted if dismissal is the result of a reduction in force or for unsatisfactory job performance as determined solely by the Town Manager, and not for reason(s) of just cause. Such dismissal is not subject to the grievance procedure contained in this Agreement. If the dismissal is for reason(s) of just cause, severance pay will not be granted.

7/1/97; 7/1/00

ARTICLE XXV
DEFERRED COMPENSATION

The Town will match any contributions made to either of the Town's deferred compensation plans by employees covered by this collective bargaining agreement up to a maximum of Two Hundred (\$200.00) Dollars per covered employee per year. The matching funds will be contributed in accordance with regular Town payroll practices.

7/1/05

Article XXVI
PERSONAL DAYS

Bargaining unit members will be eligible for (2) personal days per fiscal year to conduct their own personal business.

- >These days cannot be carried over as a personal day from one fiscal year to the next;
- >These days cannot be bought back as a personal day;
- >These days will not be paid upon termination of employment.

Effective January 1, 2019, if a member does not use a sick day during the calendar year (January 1st through December 31st), they will earn 1 personal day on the following March 1st to be used by that June 30th.

- >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;
- >This day will not be paid upon termination of employment.

7/1/15; 7/1/18

Article XXVII
Drug Testing

The Lieutenants will agree to the language agreed to by the Town and the Sergeants and the Firefighter unions, respectively.

All other employees shall be subject to this:

Employees are subject to testing when they cause or contribute to accidents that damage a Town of Sudbury vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that drug use could have contributed to the accident. A circumstance that constitutes A REASONABLE BASIS is any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle MAY BE IN WHOLE OR IN PART responsible for the accident. In any of these instances, the subsequent testing must take place within two hours following the accident, if not sooner. *Under no circumstances will the employee be allowed to drive themselves to the testing facility.*

Section 2.

Added FY23: **Reasonable Suspicion Drug & Alcohol Testing Policy**

An employee may be tested after a determination by the Town Manager 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'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 and/or alcohol in the workplace. 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.

1. **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.
2. **CONSEQUENCES OF A POSITIVE TEST.** This is an "on duty" policy which is not focused on the legal use of any related products while off duty as long as they do not interfere with the employees on-duty performance. As such, employees who receive a verified positive test result for illegally used drugs or legal but unauthorized, unprescribed or over-dosed drugs, or alcohol in excess of legal limits (*Marijuana at 5 nanograms and Alcohol at the legal standing of permissible inference (greater than .05 BAC)*), or workplace requirements will be subject to discipline up to and including discharge. The Town Manager may offer, in lieu of termination, voluntary submission to treatment in a rehabilitation program approved by the Town Manager, 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 the Town Manager. This program may include random drug and/or alcohol testing for a minimum of 36 months or a period of time to be determined by the Town Manager. 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.
3. **DILUTE TESTS/REFUSAL/TAMPERING.** Refusing to submit to a drug and/or Alcohol 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.
4. **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 employee 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.

Section 3.

Effective 7/1/22: add \$600 annual stipend (to be paid out in October of each year) for additional responsibilities associated with the administration of new Reasonable Suspicion Drug & Alcohol Testing Policy.

7/1/18; 7/1/22

Article XXVIII
Court Time

An officer who is required to appear in court in connection with their official responsibility as a police officer shall be paid a minimum of four (4) hours pay at a time and one-half (1.5%) their hourly base rate of pay provided said court appearance occurs before or after their 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.

7/1/09; 7/1/15; 7/1/21

Article XXIX
Using Vacation Time One Day at a Time

Article XXX
Using Time Swaps

Initiating Officer will be charged with the swap. All swaps are at the Chief's discretion or the Chief's 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 they 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 they agreed to work as part of an authorized shift swap, then they 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 XXXI
Detective/Lieutenant Stipend

Detective

\$1,900/Yr

It may be determined from time to time by the Police Chief and the Town Manager that the needs of the Police Department would be best served by assigning additional duties and responsibilities to the Police Lieutenants and paying a stipend for assuming such additional duties, or by eliminating certain duties and responsibilities for which a stipend is paid and eliminating such stipend. The Police Chief and Town Manager are authorized under the provisions contained in Article II of the Agreement that the Town in their sole discretion to may make such a determination and to implement such a change.

Article XXXII
Longevity

Eliminated as of 2/1/2010.

Article XXXIII
Residency

Police Lieutenants, as employees of the Sudbury Police Department, shall be required to live within a thirty-five (35) mile radius of the Town of Sudbury.

Article XXXIV
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. 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.

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 and one-half (1 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/hour.

Section 1c. (ii) Effective July 1, 2018, the non-municipal rate shall 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. 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.

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.

7/1/86; 7/1/00; 7/1/03; 7/1/06; 7/1/15; 7/1/18; 7/1/21

Article XXXV
Civil Service

The Town of Sudbury (the "Town") and the Sudbury Supervisory Association (the "Association") do hereby agree to the following provisions that are intended to deal with employment related issues that have arisen or may arise following the Town's revocation of the so-called Civil Service law.

Effect of Revocation. In accordance with the law, the revocation of Civil Service shall not affect any civil service rights which have come into existence between the Town and the incumbent in any permanent position held by an employee on the date Civil Service was rescinded as a result of the original acceptance of such law.

I. **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 Lieutenant who is demoted for disciplinary reason shall keep their original department seniority date in any subsequent rank.

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 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 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 shall be done no less than 120 days prior to the commencement of the promotional process;

b. Officers taking the exam who are scheduled to work the day shift of the exam or the 11-7 shift before 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.

8. Eligibility: to be eligible for promotion to the rank of Sergeant, the candidate must be a permanent member of the department with minimum of (3) years of completed 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.

9. 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.

10. Education: A bachelor's degree in a discipline for which the member may be compensated pursuant to the educational incentive program will be preferred.
11. 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 (50) or higher.
 - b. Passing the exam with a score of (50) 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.
 - 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 point 5-10 years, 2 points 11-20 years, 3 points 20+ years.
12. 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.
13. Assessment Centers may be used as part of the promotional process to rank of each candidate. Chief of Police will consult with the union regarding the selection of a vendor after which time the Town will select a vendor to run the assessment center.
14. Oral Board(s) may 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 from conducting an interview of the candidates.
15. Candidate Assessment: Candidates total points shall be assessed as follows: written exam seventy (70%) percent, oral board thirty (30%) percent and experience points under section 11(f).
16. 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. Sick leave abuse and consideration of an exemplary attendance record;
- e. Formal education;
- f. Training and education through career development;
- g. Disciplinary record;
- h. Promotes Town and department vision, goals and police work.
- i. Work ethic and initiative;
- j. Attitude toward the department and police work;
- k. Attitude towards the public and fellow employees;
- l. Recommendation of the oral board (if utilized);
- m. Assessment center score (if utilized);
- n. Any additional unforeseen parameters deemed pertinent.

17. Final Selection: The Appointing Authority shall determine the final selection of a candidate for promotion. Once promoted, a Lieutenant will commence a 6-month probationary period. If performance deficiencies are noted, said deficiencies shall be explained to the Lieutenant 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 all appointments to Lieutenant shall be for an indefinite term which shall only be revoked for just cause.

8/1/2016

Article XXXVI
Legal Defense Fund

The Town hereby agrees to reimburse Police Lieutenants Ronald Nix and Peter Fadgen for the annual cost of enrollment in the Legal Defense Fund of the Massachusetts Police Association, not to exceed one hundred and fifty dollars (\$150.00) annually, for each member. The Legal Defense Fund provides legal services and legal representation for members in defense of any charges which may be brought against them arising from their performance of their official duties, whether on-duty or off-duty. It is agreed by both parties that this special coverage for legal services is supplemental to other liability insurance coverage the Town has obtained and which is in force to cover these employees in the performance of their official duties. It is further agreed that providing reimbursement for this coverage for these individual members of the Sudbury Supervisory Association in no way constitutes a precedent for the Town to negotiate and/or provide future benefits which may accrue to individual members of the Association and not to the Association in its entirety as a bargaining unit. Both parties agree that future collective bargaining sessions will to the greatest extent possible be limited to consideration of issues and benefits which are applicable to the entire membership of the Association.

3/7/2024

APPENDIX A
SALARY SCHEDULES

Police Lieutenants FY24 All steps increased by 2%							
Level/Position*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Police Lieutenant	96,988	100,789	104,739	108,849	113,115	117,548	122,799

The hourly rate of pay will be determined by dividing the annual base salary by 52.2 weeks and then by 37.5 hours. Overtime rate of pay will be one and one-half times the hourly base rate.

Taser Stipend

\$500/Year

ARTICLE XXXV
DURATION OF AGREEMENT

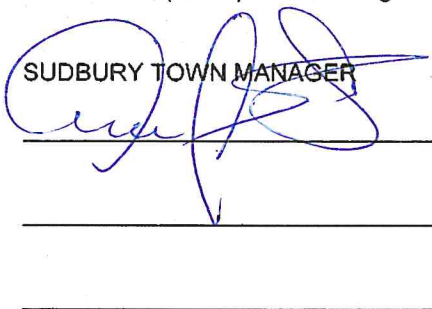
Section 1: The duration of this Agreement shall be from July 1, 2022, through June 30, 2024. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party in writing not later than October 1 prior to the expiration date.

Section 2: In the event that one or both of the parties have given notification of its or their desire to negotiate a new Agreement, within the time limits provided for herein, and no agreement has been reached on the date this Agreement expires, such Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

Section 3: STRIKES AND WORK STOPPAGES. The Union and its members individually and collectively, and all other persons in the Union agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown, withholding of services, picketing or work stoppage.

Executed in quadruplicate and signed this date: March 26, 2024

SUDBURY TOWN MANAGER



Lieutenants Local #197

Wayne Stuhly - President

John A. Pappas - Sec/Treasurer

7/1/05; 7/1/07; 7/1/09; 7/1/12; 7/1/15; 7/1/18; 7/1/21; 7/1/22
Integrated as Local #197: 3/19/24