

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

The Town of Sudbury (the "Town") and Teamsters Local Union No. 25, on behalf of the Town of Sudbury Civilian Public Dispatchers, (the "Union") hereby agree to a new three-year collective bargaining agreement to be effective from July 1, 2015 to June 30, 2018. The terms and conditions of the parties' collective bargaining agreement dated July 1, 2012 to June 30, 2015 shall remain in effect, except as modified below:

1. Article XXI Wages, Appendix A

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

Effective 7/1/15, all steps on the salary schedule shall be increased by one percent (1%);

Effective 1/1/16, all steps on the salary schedule shall be increased by one percent (1%);

Effective 7/1/16, all steps on the salary schedule shall be increased by two percent (2%);

Effective 7/01/17, all steps on the salary schedule shall be increased by two percent (2 %),

Effective 6/30/18, at 11:59 pm so that there shall be no financial impact in fiscal year 2018, all steps on the salary schedule shall be increased by one percent (1%)

2. Article XIII Work Day, Assignments and Schedule

Process for Handling Absences within Department

Fire: Delete 1st paragraph (on Page 7 of current collective bargaining agreement)

Fire: In the event that a day shift has a full staffing of firefighters and a civilian fire dispatcher calls in sick or is absent for any reason, then the Town will have the right to fill the civilian fire dispatcher shift with a firefighter, thereby avoiding overtime. If the shift is not at full firefighter staffing, and a civilian fire dispatcher calls in sick or is absent for any reason, then the civilian fire dispatcher shift shall be filled on a voluntary basis by the other dispatchers, and if no volunteers, then the Chief may order in a civilian fire dispatcher to work. When offering such shifts to civilian fire dispatchers, they shall be offered to full-time civilian fire dispatchers in order of seniority, followed by part-time civilian fire dispatchers in order of seniority. Part-time civilian fire dispatchers are not subject to being forced. Prior to ordering in a civilian dispatcher under these circumstances, the shift will be offered to firefighters on a voluntary basis. Ordering shall be on a rotating basis. Any night shift normally filled by a civilian fire dispatcher shall be handled in the same way (i.e. volunteers from among civilian fire dispatchers, then ordered in if no volunteers). Any vacancy in a shift normally

worked by a firefighter at night shall be filled by a firefighter. However, prior to ordering in any firefighter to work the shift, it shall first be offered to civilian fire dispatchers on a voluntary basis.

3. **Article XVII Bereavement Leave**

Amend second sentence to read (include son-in-law and daughter-in-law):

An employee may be granted, by and at the sole discretion of the Police Chief, up to two (2) days of excused absence with pay to attend to personal matters related to the employee's aunt or uncle, son-in-law or daughter-in-law.

4. **Article XVIII Holidays**

Add:

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

Will be paid at straight time;

Only after holiday is accrued, with exception of Memorial Day;

Any employee requesting payment (straight time) for holidays in lieu of time off shall request payment in writing to the Police Chief by May 1st of each fiscal year. (Memorial Day may be submitted by May 1st.)

5. **Create two new Stipends:**

LEAPS & CJIS Representative \$500 stipend

Policy & Procedures Development and Maintenance: \$500 stipend

Effective date is to be determined, but will be after 1/1/16 and will only be given to person who is actually performing the work and is qualified.

Police Chief determines the number stipends;

Stipends shall be allocated as an annual stipend of five hundred dollars (\$500) over the employee's salary.

The stipends created under the authority of this Article shall be filled by the Police Chief.

The positions shall not be subject to any formal posting or bidding requirements, but instead shall be filled by the Chief at his/her sole discretion and for such terms and periods of time as s/he deems appropriate.

The decisions surrounding the filling of these stipends and the terms of these stipends shall not be subject to the grievance procedures of this contract.

6. **Fire Alarm Stipend of \$400** shall be added to the annual base pay one time for all dispatchers. This amount will be added when dispatchers are actually performing the work and qualified, subject to Police Chief's discretion - date to be determined by Chief, but sometime after 1/1/16.

Town would agree to train within two weeks of a signed ratified contract between both parties.

The following language shall be added to the Civilian Public Safety Dispatchers' Job Description:

Dispatchers are responsible for enabling and disabling electronic radio fire alarm boxes. Boxes will be enabled and disabled upon direction from an alarm technician or other responsible party on scene and any change in status of a radio box will be promptly reported to the Sudbury Fire

Department Officer in Charge. Training will be provided by a member of the fire department to all dispatchers.

These occurrences will continue to be logged appropriately to keep accurate records as to what radio boxes are in or out of service.

Effective 7/1/17 this amount shall increase and an additional \$100 will be added to the annual base pay one time for all dispatchers.

7. Article XI Discipline

Increase Probationary Period from 6 months to 12 months.

8. Article XVI – Sick Leave:

The first sentence in the 3 section will be revised as follows:

The Employer will require an employee to produce a medical note on the occasion of any absence of three or more days.

9. Article XIII – Work Day, Assignments and Schedule:

Addition of language to the “ordering” paragraph clarifying they are subject to discipline if not followed.

Paragraph on the bottom of page 7 shall be revised as follow:

Ordering in shall be accomplished through telephone contact with dispatchers, who shall provide the department with two telephone numbers at which they can be reached. Dispatchers are expected to answer calls from the Employer in order to respond to being ordered in and it is understood that this is not on-call time and is not subject to compensation. Personnel must understand we have an obligation to staff the Public Safety Center appropriately for the welfare of residents and public safety personnel. Nothing contained herein shall affect the right of the Chief to order in Civilian Public Safety Dispatchers under emergency or other extenuating circumstances.

10. Article XI Discipline:

Increase Probationary Period from 6 months to 12 months.

This section shall be revised as follows:

Every employee shall serve a six month probationary period, during which period the employee may be terminated for any reason or for no reason at all. When extenuating circumstances exist, the Chief of Police may extend the probationary period to twelve months after notifying the union. Any such termination decision shall not be subject to the grievance or arbitration process. Any employee employed at the commencement of the first collective bargaining agreement between the Parties shall be grandfathered and shall not be subject to the probationary period. No employee who has completed six months of employment shall be suspended or terminated without just cause.

Reprimands may be grieved, but any such grievance may not be submitted to the arbitration process.

11. **Article XXIX - DURATION OF AGREEMENT**

The agreement will be effective for a period of three years, from July 1, 2015 through June 30, 2018.

1. Duration

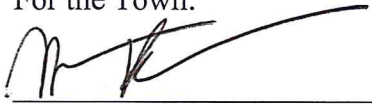
Article XXVIII: Replace "July 1, 2012 through June 30, 2015" with: "July 1, 2015 through June 30, 2018."

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

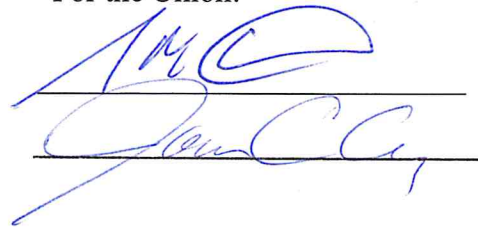
3. This Agreement is subject to funding and ratification by the Town and ratification by the Union.

Signed this 29th day of March, 2016;

For the Town:



For the Union:



COMBINED DISPATCH - FY16								
Effective 07/01/15 - All steps increased by 1%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	20.41	21.21	22.04	22.91	23.80	24.74	25.71	26.85
Annual	39,770	41,331	42,952	44,637	46,386	48,208	50,099	52,318

COMBINED DISPATCH - FY16								
Effective 01/01/16 - All steps increased by 1%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	20.61	21.42	22.26	23.14	24.04	24.99	25.97	27.12
Annual	40,168	41,744	43,382	45,083	46,850	48,690	50,600	52,841

COMBINED DISPATCH - FY16								
Effective after training (See MOA item 6) - \$400 added to annual base								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	20.82	21.63	22.47	23.34	24.25	25.19	26.17	27.32
Annual	40,568	42,144	43,782	45,483	47,250	49,090	51,000	53,241

COMBINED DISPATCH - FY17								
Effective 07/01/16 - All steps increased by 2%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	21.24	22.06	22.92	23.81	24.73	25.70	26.70	27.87
Annual	41,379	42,987	44,658	46,393	48,195	50,072	52,020	54,306

COMBINED DISPATCH - FY18								
Effective 07/01/17 - All steps increased by 2% + \$100 added to annual base								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	21.71	22.55	23.43	24.34	25.28	26.26	27.28	28.48
Annual	42,307	43,947	45,651	47,421	49,259	51,173	53,160	55,492

COMBINED DISPATCH - FY18								
Effective 11:59pm on 06/30/18 - No financial impact to FY18 - All steps increased by 1%								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Dispatcher								
Hourly	21.93	22.78	23.66	24.58	25.53	26.52	27.55	28.76
Annual	42,730	44,386	46,108	47,895	49,752	51,685	53,692	56,047

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