

AGREEMENT  
BETWEEN  
THE TOWN OF SUDBURY  
AND  
TEAMSTERS LOCAL UNION No. 25  
ON BEHALF OF  
TOWN OF SUDBURY CIVILIAN PUBLIC SAFETY DISPATCHERS  
For the period July 1, 2015 through June 30, 2018

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## PREAMBLE

This Agreement entered into by and between the Town of Sudbury, Massachusetts, hereinafter referred to as the "Employer" or the "Town", and the Teamsters Local Union No. 25, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The Parties acknowledge that the Employer must retain complete authority over the policies and administration of the department which it exercises under law except as expressly modified by a specific provision of this Agreement.

ARTICLE I  
RECOGNITION

In accordance with the Certification of Representatives of the Commonwealth of Massachusetts Labor Relations Commission, dated October 3, 2007, the Employer recognizes Teamsters Local No. 25 as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time Civilian Public Safety Dispatchers employed by the Town of Sudbury, but excluding all managerial, confidential, and casual employees, and all other employees.

ARTICLE II  
MANAGEMENT RIGHTS

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 including the contracting out of any work; to determine the schedules and hours of work and the assignment of employees to work; to determine the amount of overtime necessary; 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, retain, discipline, suspend, demote, and discharge employees; 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 conducting Civilian Public Safety Dispatchers operations within the mission of the department.

ARTICLE III  
STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered a waiver or relinquishment of the rights of the Town or the Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

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

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

ARTICLE IV  
AGENCY FEE

All employees in the bargaining unit shall pay dues, assessments or an agency service fee to the collective bargaining agent. Employees are not required to join the Union as a condition of employment. The agency service fee shall be a condition of employment in accordance with Massachusetts General Laws Chapter 150E, Section 12 and shall be administered in accordance with the provisions of that section.

ARTICLE V  
UNION DUES

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the 1<sup>st</sup> payroll period of each month and remit to the Local Union by the 1<sup>st</sup> payroll period of the following month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

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

ARTICLE VI  
UNION STEWARD

The Town recognizes the right of the Union to designate job steward and alternate from the Town's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

The investigation and presentation of grievances to the Town's designated representative(s) in accordance with the provisions of this collective bargaining agreement;

The collection of dues when authorized by appropriate Local Union action;

The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

Have been reduced to writing, or

If not reduced to writing, are of a routine nature and do not involve any interference with the Town's business.

The Town recognizes these limitations upon the authority of job stewards and their alternates and, in doing so, has the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized action in violation of this Agreement. The Union reserves the right to remove the designation of Shop Steward at any time, for the good of the Union.

Stewards shall be permitted to investigate, present and process grievances on the property of the Town as long as such activities do not interfere with the Town's ability to conduct business.

The Town agrees to grant the necessary and reasonable time off not to exceed two (2) working days in the aggregate, without loss of seniority rights and without pay to the Union Steward or Alternate Steward, designated by the union to attend a labor convention or serve in any capacity on other official union business, provided that the union gives the Chief of the department affected written notice at least seven (7) days in advance, specifying the length of time off needed. The union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Town's operation due to lack of available employees. The Town shall not suffer any added costs, i.e. additional overtime.

ARTICLE VII  
JOB TITLE

The Parties agree that the title used to refer to members of this bargaining unit shall be "Civilian Public Safety Dispatcher."

ARTICLE VIII  
DRUG AND ALCOHOL TESTING

The Parties acknowledge that the Town intends to subject candidates for dispatcher positions to pre-employment physicals and drug and alcohol testing. The Town has and retains the right to subject a dispatcher to drug and alcohol testing for cause.

ARTICLE IX  
OTHER EMPLOYMENT

No dispatcher shall be employed in any other job without prior approval by the department Chief. Those dispatchers who are employed at the time of ratification of the first contract shall be grandfathered in that their present other employment shall be deemed acceptable to the Chief. The Parties acknowledge that the Town intends to subject candidates for dispatcher positions to

pre-employment physicals and drug and alcohol testing. The Town has and retains the right to subject a dispatcher to drug and alcohol testing for cause.

ARTICLE X  
RULES AND REGULATIONS

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 those Rules and Regulations may be amended from time to time.

ARTICLE XI  
DISCIPLINE

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.

ARTICLE XII  
GRIEVANCE PROCESS

A grievance shall be defined as a complaint between the Employer and the Union involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

**Step 1.** A grievance must be presented in writing within ten (10) calendar days of the occurrence of the alleged violation or within ten (10) calendar days of the time the employee should have reasonably acquired knowledge of the incident giving rise to the alleged violation. A grievance at Step 1 must be presented to the Chief of the department within which the alleged violation occurred. The Chief shall issue his/her decision with respect to the grievance within ten calendar days of the presentation of the grievance to him/her in writing.

**Step 2.** If the grievant is unsatisfied with the decision of the Chief at Step 1, the grievance may be advanced to the Town Manager. Such advancement of the grievance to Step 2 must be in writing and must be within seven (7) calendar days of the issuance of the decision at Step 1, or within seven (7) calendar days of the expiration of the deadline for the issuance of a decision at Step 1. The Town Manager shall have ten calendar days to issue her/his decision from the date of advancement of the grievance to her level.

**Step 3.** If the grievant is unsatisfied with the decision of the Town Manager at Step 2, the grievance may be advanced to arbitration through the filing of a demand for arbitration with the American Arbitration Association. The demand for arbitration must be filed within fifteen calendar days of the issuance of the decision by the Town Manager at Step 2, or within fifteen calendar days of the expiration of the deadline for the issuance of a decision at Step 2. The arbitrator shall be without authority to modify, add to, alter, subtract from or change the terms of the Agreement. The decision of the arbitrator shall be binding on the Parties, but may be subject to judicial review. The arbitrator shall issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The expense of arbitration shall be borne equally by the Town and the Union. No arbitrator's decision or award may be retroactive beyond the commencement date of the grievance at Step 1. The grievance as stated in the original grievance shall constitute the sole and entire subject matter to be heard by the arbitrator.

The failure to advance a grievance within the prescribed time limits described in this Article shall indicate that the grievant is satisfied with the decision at the prior level and this shall preclude the grievance from being advanced after the expiration of the time limits stated.

### ARTICLE XIII WORK DAY, ASSIGNMENTS AND SCHEDULE

**Hours.** Civilian Public Safety Dispatchers will work eight hour work shifts corresponding to the eight hour shifts worked by police officers.

**Breaks.** The Parties acknowledge that work as a dispatcher does not lend itself to established periods of meal and other forms of breaks but recognize that providing such breaks is desirable in view of the nature of the work being performed. Accordingly, the Town will endeavor to provide Civilian Public Safety Dispatchers with a thirty minute paid meal break per shift and fifteen (15) minute paid breaks in each half of a work shift. Breaks will be approved by the Chief, the Duty Officer, or the Shift Supervisor.

**Schedule.** Civilian Public Safety Dispatchers shall work four consecutive days, followed by two days off, followed by four days on, etc. Accordingly, all salaries referenced in this Agreement for Civilian Public Safety Dispatchers contemplate a thirty-seven and one-third hour average work week.

**Police Officers and Firefighters.** The Town reserves the right to continue to use police officers to fill two day dispatcher shifts per six day cycle. The Town reserves the right to continue to use firefighters to fill six night dispatcher shifts per eight day cycle.

**Assignments.** Assignments to a particular shift shall be at the sole discretion of the department Chief.

**Process for Handling Absences Within Department.** (Subject to any necessary bargaining with Police and Fire Unions).



**Police:** In the event that a shift has a full staffing of police officers and a Civilian Public Safety Dispatcher calls in sick or is absent for any reason, then the Town will have the right to fill the dispatcher shift with a police officer on duty, thereby avoiding overtime. If the shift is not at full police staffing, and a Civilian Public Safety Dispatchers calls in sick or is absent for any reason, then the Civilian Public Safety Dispatchers shift shall be filled on a voluntary basis by other Civilian Public Safety Dispatchers, and if no volunteers, then the Chief may order in a Civilian Public Safety Dispatchers to work. When offering such shifts to civilian police dispatchers, they shall be offered to full-time Civilian Public Safety Dispatchers in order of seniority, followed by part-time Civilian Public Safety Dispatchers in order of seniority. Part- time Civilian Public Safety Dispatchers are not subject to being forced. Prior to ordering in a Civilian Public Safety Dispatchers under these circumstances, the shift will be offered to police officers on a voluntary basis. Ordering shall be on a rotating basis. Any vacancy in a shift normally worked by a police officer shall be filled by a police officer. However, prior to ordering in any police officer to work the shift, it shall first be offered to Civilian Public Safety Dispatchers on a voluntary basis.

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.

**Call Back:** An employee required to return to work following his/her normal tour of duty, shall be guaranteed three (3) hours of work or pay at the overtime rate. The employee may be required to perform any available work in his classification during said overtime period. There is no guaranteed minimum number of hours or period of work in the case of holdovers, and such holdover time shall be compensated for time worked at straight time unless such holdover time qualifies for the overtime rate as time worked in excess of forty (40) hours.

**Misc.:** All Civilian Public Safety Dispatchers shall be required to be awake at all times throughout their work shift.

#### ARTICLE XIV SHIFT SWAPS

Upon advanced approval from the Chief, or his/her designee, an employee may exchange shifts with another employee from the same department. Final decision shall be at Chief's discretion, or his/her designee, and shall not be subject to the grievance-arbitration provision. The total number of swaps shall be limited to 10 swaps (\*initiated by you) per fiscal year." All shift swaps must be completed within thirty (30) days.  
(\*initiated by you means that if someone else requests a swap and you agree, that swap will not count against your 10 swap maximum.)

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

ARTICLE XV  
INSURANCE BENEFITS

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

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

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

	Town Percentage	Employee Percentage
HMO:	80%	20%
POS/PPO/Indemnity:	65%	35%

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

	Town Percentage	Employee Percentage
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.

7/1/12

ARTICLE XVI  
SICK LEAVE

Sick leave shall be earned at the rate of one day per month. Regular part-time employees shall earn sick leave on a pro-rated basis. Sick leave is earned and available for use at the end of each calendar month. No sick leave shall be granted to an employee in advance of his accrual of such leave. Sick leave entitlement for the first and last months of employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate. Unused sick days may be accumulated from year to year up to a maximum of 120 days.

Effective July 1, 2013, bargaining unit members will be allowed to use up to two (2) of the twelve (12) earned sick days (not to exceed one 8 hour shift) per fiscal year to provide care for a sick member of his/her household.\*

\*The parties agree that this provision is subject to a two-year trial period, FY 14 – 15. On or before May 1, 2015, the Chief will review the usage of sick days. If the Chief determines, in his/her sole discretion, that said use has not impaired the operations of the department, the provision will become part of the collective bargaining agreement. If the Chief determines in his/her sole discretion that said use has impaired the operations of the department, the provision will be immediately removed from the collective bargaining agreement, without the need for any additional bargaining prior to the removal.

- >These days cannot be carried over as family sick day(s) from one fiscal year to the next;
- >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.

The Employer will require an employee to produce a medical note on the occasion of any absence of three or more days. Such note shall be signed by a licensed medical practitioner; shall indicate whether the employee was actually seen by the licensed medical practitioner; and shall indicate whether the employee's absence was necessary. In the event that an employee is absent under circumstances where the Employer has reason to suspect sick leave abuse or where a pattern of sick leave abuse is evident to the Employer, then the Employer may require medical documentation of the type described in this Article, irrespective of the length of the absence. Any employee who fails to produce the required documentation will not receive sick leave pay and may be subject to discipline. Patterns of abuse may include but are not limited to, for example, use of sick leave on the day before or after a holiday or vacation period; use of sick leave on the first day of an employee's work week; or use of sick leave on the last day of an

employee's work week. It is agreed by the Parties that if a dispute arises over an employee's fitness to return to work, the Town may insist that the employee provide a medical opinion from a physician of the employee's choosing. In addition, however, the Town may also insist that the employee be examined by a physician of the Town's choosing in order to determine if the physician selected by the Town agrees with the opinion of the employee's choosing. In the event of a disagreement between the two physicians, the employee will be required to be examined by a third doctor mutually agreed to by the Town and the employee, whose opinion shall be binding on the parties. In all such instances, the employee shall authorize the physicians to release their findings to the Town.

### **Recording and Availability of Sick Leave Accrual**

Sick leave is earned and available for use at the end of each calendar month. No sick leave shall be granted to an employee in advance of his/her accrual of such leave. Sick leave entitlement for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate.

Sick leave is granted to an employee for protection against loss of pay due to their own personal illness or injury.

Unused sick time may be accumulated from fiscal year to fiscal year up to a maximum of ten (10) times the employee's annual rate of accrual. Regular full time employees with more than 120 days of accumulated sick leave at the end of the fiscal year can sell back to the town the days in excess of 120, up to a maximum of 12 days, at fifty (50%) of the applicable rate, on July 1<sup>st</sup> of each year. The *maximum allowable sick leave* retirement buyback shall be \$15,000 for all bargaining unit members hired after 7/1/2013.

## ARTICLE XVII BEREAVEMENT LEAVE

An employee may be granted, by and at the discretion of the Chief, up to five (5) days of excused absence with pay to attend to personal matters related to the death of the employee's father, father-in-law, mother, mother-in-law, spouse, child, brother, sister, grandparent or grandchild. 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. All bereavement leave must be approved by the Chief in advance.

## ARTICLE XVIII HOLIDAYS

The following eleven (11) holidays shall be recognized as paid holidays for Civilian Public Safety Dispatchers: New Year's Day; Martin Luther King Day; Presidents' Day; Patriots' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving; and Christmas Day. Regular part-time employees shall earn holidays on a pro-rated basis. Employees shall be required to work on the holiday if scheduled to do so unless the Chief or his designee authorizes the employee not to work on the holiday. Rather than holiday pay, the employees shall receive a day off at a time approved by the Chief.

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 1<sup>st</sup>.)

ARTICLE XIX  
VACATION DAYS

After working at least five (5) months of continuous service, all regular full time and part time employees are entitled to paid vacation during the first fiscal year of employment, according to the following schedule:

1 <sup>st</sup> year of employment	Full time paid <u>vacation</u>
<u>Date of Hire</u>	
July or August	10 days
September thru January	5 days
February thru June	0 days

After the first fiscal year of employment, vacation entitlement is based on the years of continuous Town service which you will be completing during that fiscal year as follows:

<u>Years of Continuous Service</u>	<u>Full Time Paid Vacation Entitlement</u>
1 & 2	10 days
3 & 4	12 days
5 thru 7	15 days
8 & 9	17 days
10 & 11	20 days
12 thru 14	20 days
15 thru 19	20 days
20+	25 days

Regular part-time employees shall earn vacation on a pro-rated basis. No employee is eligible to take vacation until he/she has completed five (5) months of service.

An employee may elect to take vacation a day at a time, subject to the approval of the Chief or the Chief's designee. Such requests will not be unreasonably withheld. At least seventy-two (72) hours' notice must be given the Chief when requesting approval for a day or night's vacation, and twenty-one (21) days' notice must be given when requesting approval of three (3) or more consecutive shifts off. A request for approval of a day or night's vacation which is made with at least forty-eight (48) hours' notice but less than the required seventy-two hours' notice may be granted by the Chief at his/her sole discretion. Seventy-two hours' notice shall be submitted through the "On-Duty" computer program, and the approval decision shall be made by the Chief or his/her designee, which at present is the Lieutenant in cooperation with the shift supervisor. These time limits may be waived at the Chief's discretion, without establishing precedent by doing so. If the Chief or his/her designee determines that a requested vacation day creates a problem with providing necessary coverage, the vacation may be denied.

All unused vacation time will be paid to the employees upon resignation, retirement, or termination. In the event of the employee's death, payment of all unused vacation time shall be made to the employee's estate upon the appointment of an administrator or executor of the employee's estate.

In calculating the value of a vacation day, the Parties have agreed to utilize the average work day for a Civilian Public Safety Dispatcher of eight (8) hours.

## ARTICLE XX LEAVES OF ABSENCE

The only remedy available to employees covered under this agreement as to the denial of or provision of the leave benefits identified in this Article are the remedies provided for under the statutes giving rise to these leave benefits. Any dispute over the denial or provision of the leave benefits provided for under this Article shall not be grievable and shall not be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement.

### **Military Leave**

If an employee leaves employment to enter military service, or if as a reservist an employee is placed on active duty, the employee may be granted a military leave of absence. This leave entitles the employee to be away from the Town for active service and to return without a break in seniority or other benefits in accordance with Massachusetts law and with the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Employees who learn that they are required to attend reserve military training must notify their supervisor in writing, in advance of their training, of the expected duration of the training and

their anticipated date of return. If an employee participates in annual military training, the employee will receive the difference between the compensation the employee would have received from the Town and the military pay and allowances, for up to 17 days in a calendar year. It is the employee's responsibility to submit documentary proof of this military training and to present a statement from the branch of service indicating the rate and total amount of wages paid for the training period.

Employees called to active duty must notify their supervisor in writing before they leave for active duty of their expected dates of leave from and return to the Town. In accordance with state and/or federal law, an employee may be eligible for reemployment to the position that the employee held prior to entering the armed forces or being called to active duty to a position of similar seniority, status and pay, provided that certain conditions are met. The employee should see the Human Resources Director for more detailed information.

### **Jury Duty**

If an employee is called for jury duty and/or required to serve as a juror in a court case on a day or days falling on the employee's usual work schedule, the employee will be granted leave for this purpose as required by law. The employee must notify his/her supervisor immediately upon receipt of the selection notice. Upon completion of service, the employee must furnish his/her supervisor with a written statement from an appropriate court official indicating the dates and time of appearance or service and the amount of remuneration received. The employee will be paid the difference between the usual compensation and the amount received for jury duty (exclusive of travel allowance) for up to 3 days of jury duty. Employees are expected to report to work for all or part of the day that is not occupied by jury duty, not to exceed their normal workday.

### **Family Medical Leave: FMLA**

In accordance with the federal Family and Medical Leave Act (FMLA), employees who have worked for the Town for at least twelve months and have worked at least 1,250 hours during the preceding twelve months are eligible to take up to twelve weeks of unpaid family leave in a twelve month period for the following reasons:

- the birth of a child, and to care for the newborn child;
- the adoption or acceptance into foster care of a child, and to care for the newly placed child;
- to care for an immediate family member with a "serious health condition" as defined in the Act;
- if you are unable to work because of your own "serious health condition" as defined in the Act.

The twelve month eligibility period has been determined to be the twelve month period measured forward from the date an employee's first FMLA leave begins.



The Town as employer determines whether an employee's absence from work, or a requested leave, qualifies and/or may be designated as FMLA leave. An employee may request family medical leave on an intermittent, or reduced work, schedule if medically necessary or if necessary to provide care for an immediate family member. In such cases, every effort will be made to meet the employee's needs without unduly disrupting the Town's operations.

An employee should provide thirty days advance notice to the Town of the need for such leave if the need is foreseeable, or must request such leave as soon as practicable after the employee becomes aware of the need to take it if it is unforeseen. For leave to be designated as FMLA leave, the employee must provide appropriate medical certification within fifteen (15) days of being asked to do so. The Town reserves and may elect to exercise the right provided for under the Act to require a second opinion from a health care provider designated by the Town at its expense. While on FMLA leave, employees may be required to provide medical recertification, and an affirmative commitment to return to work with an anticipated date of return, after each thirty day period of medical leave, or if the Town has legitimate reason to question the continued validity of the certification.

While on FMLA leave, the employee's group health insurance coverage will be maintained on the same terms as if the employee had continued to work. Although by law FMLA leave is unpaid leave, if it is necessary for you to take FMLA leave for an employee's own serious health condition any paid sick leave the employee has accrued will run concurrently with his/her FMLA leave until exhausted. This will enable employees to continue to receive their salary without interruption. Employees may be required to use other accumulated paid leave at the discretion of the Town Manager or his/her designee.

Prior to resuming work, a return to work certification must be provided from the employee's health care provider confirming the employee's ability to perform the essential functions of his/her position. The law stipulates that employees returning from FMLA leave be restored to their original position, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

### **Small Necessities Leave Act**

The Small Necessities Leave Act (SNLA) permits eligible employees to take up to a total of 24 hours of unpaid leave within a 12 month period to attend a child's school activity or accompany a child or elderly relative to a doctor's appointment. The 24 hours of leave available under this benefit is in addition to the 12 weeks of leave provided by the Family Medical Leave Act (FMLA), as described above. The SNLA permits an employee to leave for the following purposes:

To participate in school activities directly related to the educational advancement of a son or daughter, such as parent-teacher conference or interviewing for a new school;

To accompany a son or daughter to routine medical or dental appointments, such as check-ups or vaccinations; and

To accompany an elderly relative to routine medical or dental appointments or appointments for other professional services relating to the elders' care, such as interviewing at nursing or group homes.

The 24 hours may be taken on an intermittent schedule (e.g. 2 hours on one day to attend a parent-teacher conference) or all at once. When foreseeable, employees are required to provide their department head with seven days' notice of the need for leave. Although the SNLA provides only for unpaid leave, employees may elect to use any available accrued vacation time for this purpose. For more information concerning eligibility and other details, employees should contact the Benefits Coordinator.

## ARTICLE XXI WAGES

Civilian Public Safety Dispatchers will receive wages according to their grade and step as shown in Appendix A. The salary schedule in Appendix A has no connection with the so-called non-union salary scale and exists as an independent salary schedule applicable only to Civilian Public Safety Dispatchers. Note that a new top step is added to the salary schedule effective July 1, 2011. Employees will move to the new top step in accordance with their normal step advancement schedule (i.e., advancing on anniversary date) and there shall be no double step increase as a result of the addition of this new step.

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%).

Effective upon the ratification by all Parties of their first Memorandum of Agreement, the Town agrees to implement a Shift Differential without any retroactive effect applicable to all "Non-Day Shifts" in the amount of \$5.00 per shift if the employee is regularly scheduled to work such "Non-Day Shift". Such differential shall not be factored in when calculating contractual overtime. This differential shall apply to the 4:00 pm to Midnight and Midnight to 8:00 am shifts. Those filling-in for such shifts shall not receive the shift differential, as the benefit is only payable to those regularly assigned to work the shift which is eligible for the differential. Effective July 1, 2010, the shift differential shall be increased to \$6.00 per shift for Civilian Public Safety Dispatchers who work the 4:00 pm to 12:00 midnight shift and who are regularly scheduled to work such shift. Effective July 1, 2010, the shift differential shall be increased to

\$6.50 per shift for Civilian Public Safety Dispatchers who work the 12:00 midnight to 8:00 shift and who are regularly scheduled to work such shift.

Longevity is an additional payment given on an annual basis to certain employees who have served the Town for a specified number of years. Lump sum longevity payments to Civilian Public Safety Dispatchers shall be granted as follows:

After 7 years of service to the Town: \$200

After 10 years of service to the Town: \$350

After 15 years of service to the Town: \$500

Upon receipt of written authorization from an employee, the Town agrees to make voluntary transmittals of an employee's pay to one bank each pay period via direct deposit. Employees may also have one deduction taken from the direct deposit to be transmitted to another bank. The Town shall not be responsible for making such transmittals during any pay periods in which the employee has no earnings or such earnings are less than the amount authorized for deduction.

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

#### ARTICLE XXII CLOTHING ALLOWANCE

The Town shall provide each employee with an **annual** clothing allowance in the amount of \$375.00 for use in the purchase of work-related clothing and uniforms. Such clothing allowance shall be paid through a voucher system at approved vendors. An employee shall receive only the appropriate pro-rated share of his clothing allowance in the contract year during which his retirement or termination becomes effective. All purchases must be approved by the Chief. Effective July 1, 2010, the annual clothing allowance will increase from \$375.00 to \$425.00.

#### ARTICLE XXIII SENIORITY LIST

The Employer shall maintain a seniority list within the department for the Civilian Public Safety Dispatchers. Such list shall be based upon the employee's hire date. The Employer agrees to post and update the list on an annual basis.

#### ARTICLE XXIV REDUCTION IN FORCE

To the extent that the employer determines that a reduction in the number of employees is necessary, such reductions shall occur in the reverse order of seniority of the employees within the department to be reduced.

ARTICLE XXV  
NO STRIKE CLAUSE

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, slowdowns, withholding of services, picketing or work stoppage of the type which would be in violation of Mass. G.L. c. 150E.

ARTICLE XXVI  
RETIREMENT PLAN

The Town of Sudbury has accepted the provisions of Chapter 32 of the Massachusetts General Laws which provide for a contributory retirement system to employees.

The Town will continue to provide the same retirement plan benefits to member of the bargaining unit which it affords to all other Town employees in accordance with Chapter 32 of Massachusetts General Laws.

ARTICLE XXVII  
MISCELLANEOUS

The Town shall provide a bulletin board of reasonable size and space in the Police Station for notices concerning Union or Town business and activities. Parties to this Agreement, may use the bulletin board for notices, agree no notices will be posted which contain inflammatory, obscene or otherwise inappropriate material.

Authorized agents of the Union shall have access to the public portion of the Town's Police Station at any time for the purpose of determining whether or not the terms of this Agreement are being complied with. Access to secured areas for such purposes shall only be with the permission and supervision of the Chief. Such visits shall not interfere with the Town's business. Employees with whom the Union agents are visiting shall be subject to recall for emergencies.

This article does not authorize access to information or documents/files not otherwise accessible under state or federal law, or under any different circumstances or conditions established by applicable law.

ARTICLE XXVIII  
PERFORMANCE EVALUATIONS

Effective upon ratification, civilian public safety dispatchers shall be evaluated on an annual basis, utilizing the evaluation instrument agreed to by the parties in the course of negotiations leading to the 2013 - 2015 contract.

ARTICLE XXIX  
STIPENDS

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

ARTICLE XXX  
DURATION OF AGREEMENT

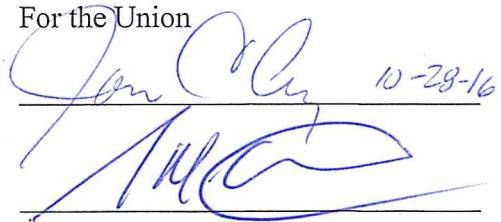
This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2018 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other by October 1st prior to date of expiration. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve notice in writing upon the other not later than October 1 prior to the expiration date, advising that such parties desire to revise or change terms of conditions of such Agreement. This Agreement shall remain in full force and effect until said proposals or revisions have been agreed upon.

Signed on this \_\_\_ day of June, 2016;

For the Town of Sudbury

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

APPENDIX A  
CIVILIAN PUBLIC SAFETY DISPATCHERS SALARY SCHEDULE

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

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.

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

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.

**Single Rated:**

LEAPS & CJIS Representative \$500/Year  
Policy & Procedures Development and Maintenance \$500/Year

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

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.

**Single Rated:**

LEAPS & CJIS Representative \$500/Year  
Policy & Procedures Development and Maintenance \$500/Year

APPENDIX A (Cont.)  
CIVILIAN PUBLIC SAFETY DISPATCHERS SALARY SCHEDULE

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

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.

**Single Rated:**

LEAPS & CJIS Representative \$500/Year  
Policy & Procedures Development and Maintenance \$500/Year

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

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.

**Single Rated:**

LEAPS & CJIS Representative \$500/Year  
Policy & Procedures Development and Maintenance \$500/Year

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.

**Single Rated:**

LEAPS & CJIS Representative \$500/Year  
Policy & Procedures Development and Maintenance \$500/Year

**Side Letter of Agreement**

The Town of Sudbury and Teamsters Local 25 do hereby enter into the Side Letter of Agreement for the sole, limited and express purposes cited herein. The parties recognize that while EMT certification is not a job requirement for Civilian Public Safety Dispatchers the Town is willing to pay a stipend in order to grandfather the three incumbents (Fire Dispatchers) who presently have their EMT certification and who maintain this certification subject to all of the following terms:

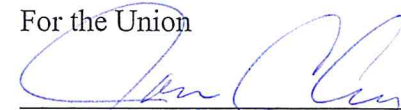
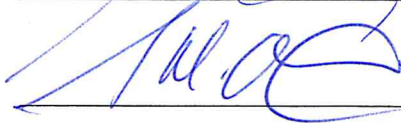
1. The Town agrees to pay a \$500. annual EMT stipend to George Taylor and Peter Holman and a \$300. annual EMT stipend to Brian Cotoni for any year in which these employees remain employed for the full year and maintain the necessary certification/re-certification.
2. Starting in FY 13, this Stipend would be paid in the 1<sup>st</sup> paycheck after Feb. 1<sup>st</sup> following the Police Chief's receipt of proof of recertification.
3. The Town and the Union specifically agree that this benefit will only be paid to the three named individuals and in acknowledgement that EMT certification is not a requirement of the position. The Union agrees that it will not seek to extend this stipend to any employees in the future.
4. The parties agree that the Town will reimburse the three employees for the state. recertification fee (currently \$150/person every two years) and the Union and the three employees agree that it is the three employees responsibility to attend training and undertake any further activity needed to maintain certification/recertification off duty and on their own time. Further since the EMT certification is not a requirement of the Civilian Public Safety Dispatcher position, in no event will any activity related to certification/recertification be considered job related.

Signed on this \_\_\_ day of June, 2012

For the Town of Sudbury

\_\_\_\_\_

For the Union

 10-28-16  


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