

AGREEMENT

BETWEEN THE **TOWN OF SUTTON**

AND

**THE SUTTON POLICE SERGEANTS'
AND PATROLMEN'S ASSOCIATION**

REPRESENTING EMPLOYEES OF
THE SUTTON POLICE DEPARTMENT

JULY 1, 2021-- JUNE 30, 2024

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PREAMBLE

This Agreement, dated June 30, 2021, is by and between the TOWN OF SUTTON, hereinafter called the "Town," and the SUTTON POLICE SERGEANTS' AND PATROLMEN'S ASSOCIATION, hereinafter called the "Union."

1. DEFINITIONS

- 1.1 The term "Employee" as used in this Agreement shall, except as hereinafter provided, mean each permanent full-time police officer of the Police Department of the Town, but such term shall not include the Police Chief, herein referred to as the "Chief," any lieutenant of the Police Department; nor shall it include any board or commission or commissioner which may be hereafter established as part of the organization of the Police Department or any larger department of which said Police Department may be a part; nor shall it include any other employee of the Town regardless of department or status whether full-time, part-time, provisional or any other classification, of such employee; nor shall it include probationary employees as defined in this section.
- 1.2 The term "Chief" as used in this Agreement shall mean the Chief of the Sutton Police Department or the chief's designee.
- 1.3 The term "grievance" as used in this Agreement shall mean a dispute between the Union and the Town, or between an employee and the Town, as to the rights of the parties under this Agreement.
- 1.4 The term "Union Grievance Committee" as used in this Agreement shall mean the person or persons, but not more than two, as shall be so designated from time to time by the Union.
- 1.5 The term "probationary employee" as used in this Agreement shall mean and include any employee who has completed less than one (1) year of service as a full time permanent police officer with the Town. The probationary condition begins once the employee graduates from the police academy or when the employee has gained employment from the town, if already academy trained.
- 1.6 The term "continuous service" as used in this Agreement shall mean employment by the Town without a break in employment.
- 1.7 The terms "base hourly rate," "regular hourly rate," "straight time rate," or "regular rate" as used in this Agreement shall mean the base hourly rate of the employee exclusive of shift differential and is calculated by dividing the weekly rates in Section 17 by forty (40) hours.
- 1.8 The term "overtime rate" as used in this Agreement shall mean one and

one-half (1 1/2) times the base hourly rate. The overtime rate thus calculated shall apply to all hours in excess on the regularly scheduled work week.

2. MANAGEMENT RIGHTS

2.1 Subject to this Agreement and applicable law, the Town reserves and retains its regular and customary rights in the exercise of its function of management and in the direction and supervision of the Town' s business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in law enforcement skills; except where any such rights are specifically modified or abridged by terms of this Agreement.

2.2 Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Select Board, Town Manager and Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

2.3 By way of example but not limitation, management retains the following rights:

- * to determine the mission, budget and policy of the department;
- * to determine the organization of the department, the number of employees, the work functions, and the technology of performing them;
- * to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- * to determine the methods, means and personnel by which the department's operations are to be carried out;
- * to manage and direct employees of the department;
- * to maintain and improve orderly procedures and the efficiency of operations;
- * to hire, promote and assign employees;
- * to temporarily transfer, reassign, or detail employees to other shifts, or other duties;

- * to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- * to determine the policies affecting the hiring and promotion of employees;
- * to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- * to establish or modify work schedules and the number and selection of employees to be assigned;
- * to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- * to enforce existing rules and regulations for the governance of the department and to add to or modify such regulations as it deems appropriate;
- * to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to require the cooperation of all employees in its internal security practices.

2.4 Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

2.5 The parties agree that each side has had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

2.6 The Town agrees not to unilaterally change a working condition without bargaining to impasse with the Union as required by law.

2.7 It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

3. RECOGNITION OF UNION

3.1 The Town hereby recognizes the Union as the sole and exclusive representative of the employees of the Police Department of the Town in respect to wages, hours, and conditions of employment. The Union shall be responsible for representing the interests of all such employees without regard to the membership of employees in the Union. The employees as defined in Section 1.1, constitute an appropriate bargaining unit.

4. GRIEVANCE

4.1 All grievances shall be handled in accordance with the grievance procedure set forth herein. References to period of days, in this Section 4 shall not include Saturdays, Sundays, and holidays. The procedure to settle grievances shall be as follows:

Step 1: The employee shall present any grievance to the Chief in person or with a representative of the Union within fifteen (15) days of the occurrence or knowledge of the alleged grievance. If the Chief cannot make an immediate solution satisfactory to both parties, the employee shall resume regular duties. If the dispute involves the employee's schedule, the employee shall continue to perform work as assigned until the dispute shall be resolved as provided herein. The employee and the Union Grievance Committee shall then prepare a written statement of the grievance, which shall be submitted to the Chief. The Chief shall, within 48 hours after receipt thereof, attempt to negotiate a settlement or adjustment of the grievance with the Union Grievance Committee (with or without the employee). If a satisfactory settlement cannot be reached within said 48 hours, the Chief shall render a written decision within 48 additional hours thereafter and forward a copy of the decision and the grievance to the Union Grievance Committee, any employee involved, and to the Town Manager.

Step 2: The Town Manager shall then attempt to negotiate a settlement or adjustment of the grievance with the Union Grievance Committee (with or without the employee) during a period of 15 days after receipt of the decision of the Chief, or during any such longer period as the parties may agree upon. If a satisfactory settlement cannot be reached within said period, the Town Manager shall render a written decision within seven days thereafter, and deliver a copy thereof to the employee and the Union Grievance Committee.

Step 3: If the grievance shall not be resolved as a result of the written decision of the Town Manager, then the Union or the Town may submit the grievance to arbitration by giving written notice to the other party, within twenty (20) days after receipt of the decision of the Town Manager, stating its intention to arbitrate and by simultaneously filing with the Massachusetts Board of Conciliation and Arbitration two (2) copies of such notice to the other party together with a copy of this Agreement or such portion hereof as shall be relevant to said arbitration, including this Section 3. Such arbitration shall be conducted in accordance with

the Rules of the Massachusetts Board of Conciliation and Arbitration as are in effect at the time of such notice including the provisions therein for the allocation of expenses, if any, of arbitration.

4.2 The findings, decision, and award of the arbitrator shall be final and binding on the Town and the Union.

5. HOURS OF WORK

5.1 Subject to the provisions of Section 19.1 of this Agreement, the normal hours of work shall be as follows:

5.1.1 The normal work day for each employee shall consist of one eight hour shift all or only part of which may fall within the calendar day starting 0001 hours and ending 2400 hours in which the shift started. A "duty day" for each employee shall mean a calendar day within which a shift starts for such employee, an "off duty day" for each employee shall mean a calendar day within which no shift starts for such employee. The work shifts or tours of duty of regular full time police officers (sergeants and patrol officers) are as follows:

Shift A is the day shift (0800-1600 hours)

Shift B is the afternoon shift (1600-2400 hours)

Shift C is the night shift (0000-0800 hours)

5.1.1.1 The duty day for a split work shift (C Shift to B Shift) shall be considered an exception to the normal workday. The transition day from a C Shift to a B Shift will not be eligible for or the subject of overtime pay.

5.1.2 The regular hours of duty of the members of the Police Department of the Town of Sutton shall not exceed a yearly average of 37 1/3 hours per week except in the case of public emergency or of any unusual demand for their services as the Police in Town.

5.1.3 The Chief or the chief's designee shall be responsible for excusing members of the police department from duty, and for determining the hours of duty for all officers. Officers off duty, or excused from duty, shall be subject to all laws, rules and regulations relating to their duties as a Sutton Police Officer.

5.1.4 Except in case of emergency, or for the purposes of attending training schools as from time to time will be required, or for any unusual need for police services in the judgment of the Chief, an officer's hours shall be scheduled so that he shall have four (4) consecutive duty days on and two (2) consecutive off duty days in a period of six (6) consecutive days.

5.2 Any employee who shall be required to be on duty for any period in excess of the regular hours of duty as from time to time established, shall be paid for such period of overtime duty at one and one-half (1 1/2) times the employee's regular hourly rate of

compensation for those hours of such duty, or if the employee so requests, shall be given time off equal to one and one-half times such period of overtime duty, unless time off cannot be given by reason of personnel shortage or other cause.

5.3 The Town agrees in respect to overtime work that each employee shall be given an equal opportunity to work overtime, provided that the Town reserves the right at all times to determine which skills may be required to accomplish any particular job or jobs during such overtime. If an employee declines overtime offered or is not available after one attempt to communicate an offer of overtime, the employee shall be deemed to have received the equal opportunity provided hereunder. The Town reserves the right to assign overtime work as it shall judge to be in the best interest of the Town.

5.4 In instances when mandatory overtime develops, manpower needs shall be fulfilled by the following method when no employees voluntarily accept the assignment; A continuous record shall be kept in a log book documenting the number of hours each individual officer is required to work. When a required overtime shift develops, an officer shall be held over from the preceding shift for four (4) hours of coverage and an officer from the proceeding shift ordered in four (4) hours early for coverage. The officers that are required to work shall be the officers assigned to their respective shift with the least amount of hours recorded in the required overtime log book. As much advanced notice as possible must be given to officers that are going to be required to work under this section, particularly those officers being ordered to work early. If an officer is required to report to duty early and less than four (4) hours notice is given, lack of sleep shall be a credible reason for refusal.

5.5 All employees may bid on shifts in their respective ranks according to the following guidelines:

5.5.1 Bidding for shifts shall take place four times per year; January, April, July, and October.

5.5.2 Bidding shall be initiated by any change in the level of manning of department personnel.

5.5.3 Bidding outside of 5.5.1 & 5.5.2 may take place if mutually agreed to by both the department personnel and the Chief.

5.5.4 All bidding for shifts will be on the basis of seniority within each respective rank, the most senior employee having preference.

5.5.5 All department personnel shall be given equal opportunity to apply for specialized assignments (such as investigator). Such specialized positions shall be posted at least thirty (30) days prior to any permanent assignment. During such thirty day period, employees may make application for such assignment. However, nothing in this section shall prohibit the Chief from making any temporary assignment he feels is in the best interest of the Town or public safety to do so.

6. COFFEE BREAKS AND MEALS

6.1 Employees shall be allowed, but not guaranteed, time off for one coffee break and a meal without loss of pay during each shift, subject always to the requirements of duty.

7. OTHER PAY

7.1 An employee called in to work during other than normal working hours shall be paid, regardless of how long he shall actually work, a minimum compensation of not less than three (3) hours pay at the rate applicable under the provisions of Section 5.2 at the time of call-in.

7.2 An employee required in the performance of the employee's duties to attend court during other than normal working hours shall be paid for each hour of attendance at one and one-half times the employee's regular hourly rate, with a minimum daily compensation of four (4) hours pay if such attendance be at a District Court or five (5) hours pay if such attendance be at Milford Court, a Six-Man Trial and/or a Superior Court. An employee required in the performance of the employee's duties to attend court, whether or not during normal working hours, shall be paid seven dollars (\$7.00) for each day that the employee provides transportation to court.

8. DISCIPLINE

8.1 Disciplinary action shall include only the following: Oral Reprimand, Written Reprimand, Suspension, Discharge, or Demotion in Rank. Suspension shall mean suspension from duty for a period as determined by the Chief not to exceed five (5) working days. Suspensions imposed by the Town Manager shall not exceed twenty-five (25) days. Disciplinary action may be taken only for just cause.

8.2 In the case of the suspension or discharge of an employee, or in the case of the demotion of an employee, the Chief or appointing authority shall mail or deliver to the employee and the Union a written notice thereof setting forth the reasons for such suspension, discharge or demotion. Within a period of five (5) days after receipt of such notice, the Union and/or the employee shall have the right to object to such suspension, discharge or demotion and such objection shall be handled as a grievance starting at Step 2 of the grievance procedure. Any such employee found to be unjustly suspended or discharged shall be reinstated with full pay for all lost time and with full restoration of all other rights of employment.

8.3 Any dispute concerning imposition of an oral or written reprimand of an employee shall be processed starting at Step 1 of the grievance procedure; provided that such grievance procedure shall be commenced within five (5) days after the oral or written reprimand shall, have been delivered to the employee.

8.4 If the Town has reason to reprimand an employee, it shall be done with maximum regard to minimizing embarrassment to the employee before other employees or the public.

9. POLICE OFFICERS' RIGHTS AND REPRESENTATION

9.1 Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions to the public, to officials of the Town and the police department, to the town meeting and to members of the General Court or to any other appropriate authority or official.

9.2 Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate rights of the Union under this Agreement. Further, no department official, representative, agent or employee of the Town shall:

9.2.1 interfere with, restrain, or coerce police officers in the exercise of their right to join or refrain from joining the Union;

9.2.2 interfere with the formation, existence, operation, administration or negotiations of the Union;

9.2.3 discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union; or to otherwise act to the disadvantage of work opportunities or earning power of police officers covered by this Agreement;

9.2.4 discriminate against any employee because the employee has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union, or on the employee's own behalf; or

9.2.5 refuse to meet, negotiate, or confer on matters with employees or representatives of the Union.

9.3 Union officers, representatives or grievance committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances or incidents which could lead to grievances, with the employee or others involved, and to participate in any grievance step, or in arbitration procedures consequent thereto. Such officers, representatives or grievance committee members who work with any night shift shall have their hours and schedule

of work accordingly adjusted to effectuate the purpose of this section as manpower and scheduling needs allow.

9.4 Union officers, representatives or grievance committee members shall be permitted to discuss official Union business with employees during work provided such discussion does not interfere with police business, and shall be permitted to discuss such business with the Chief at all mutually convenient times.

9.5 Union officers, representatives or grievance committee members, up to a maximum of two (2), in any one instance, shall be granted leave of absence without pay, but with no loss of benefits, if they so request to attend meetings of the Select Board, the town meeting, the General Court or other public body subject to the reasonable discretion of the Chief.

9.6 The Town's practices presently enjoyed by the employees with reference to time swaps, coffee breaks, lunch breaks, and compensatory time off shall be in the sole discretion of the Chief.

9.7 Unless an express, specific provision of this Agreement clearly provides otherwise, the Union retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent.

10. HOLIDAYS

10.1 The following days, and no other, shall be recognized as holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

On these days, employees, except as provided in Section 10.4, shall be excused from duty. It is understood that on all holidays, the Department shall maintain such full police schedules, as the Chief shall deem necessary.

10.2 Except as provided in Section 10.4, each employee shall receive for each of the above designated holidays one day's pay at the employee's regular rate of pay based on the number of hours regularly worked on the day on which the holiday occurs.

10.3 Payments for a holiday shall be made only if the eligible employee shall have worked on the employee's last regularly scheduled duty day prior to such holiday and on the next regularly scheduled duty day following such holiday, or was in full pay status on the preceding and following days, in accordance with the other provisions of this Agreement.

10.4 If an employee shall be required to work on one of the above designated holidays, the employee shall be either:

10.4.1 paid at two times the employee's regular rate of pay for each hour worked and not scheduled for an additional day off with pay; or,

10.4.2 compensated at the employee's regular rate of pay for each hour worked and be scheduled for an additional day off with pay at a later time at the convenience of the Town.

10.5 Employees opting for "time-owed" days in lieu of holiday pay shall be credited with a full compliment of time-owed days equal to the annual total of holidays at the beginning of each fiscal year. Time-owed days must be used within the fiscal year. Employees separating from the Department during this period who have earned time-owed days but have not used them shall be compensated with pay for the appropriate amount. Employees separating from the department who have used credited time-owed days but have not yet earned them shall be required to reimburse the Town. Such reimbursement shall be accomplished by reducing the employee's wages, sick time buy back or vacation time by the same amount.

An employee requesting a time-owed day off will check the work schedule to make certain that the shift is covered by a full time employee and clear the time-owed day off with the shift supervisor. In the case where a shift supervisor is requesting a time-owed day off, the shift supervisor will check the schedule to make certain that the shift is covered by a full time employee. The requesting employee will then clear the time-owed day off with the scheduling officer who will, in turn, check same with the Chief.

11. VACATIONS

11.1 Each eligible employee shall be granted a vacation with pay as follows:

(1) Vacation Policy. The Town provides vacation leave for all full-time personal. Vacation leave may be taken as earned after completion of six months of employment. Seasonal and temporary employees or employees who work less than 20 hours per week shall not accrue vacation leave. Employees covered by collective bargaining or other employment agreements will be subject to the terms of those agreements with respect to vacation leave.

(2) The Vacation Year. Employees accrued vacation time runs concurrent with the calendar year July 1st through June 30th. All employees accrue their given vacation time as of July 1 of each year. All employees, except those employees hired after July 1 of the immediate preceding year, will accrue all of their respective vacation time on July 1 of each year.

(3) Vacation Accrual - Years Of Service. As discussed elsewhere in these policies, an employee's "years of service" are based on date of hire, or rehire, whichever is later. Employees of the Town of Sutton accrue vacation time in hours, based upon one's weekly schedule. Full Accrual, as used in this policy, is defined as the full amount of time an employee is entitled to receive on July 1 according to years of service as shown below. The following schedule of vacation accrual according to years

of service shall be observed except in the case of employees hired after July 1 of a given fiscal year.

<u>YEARS OF SERVICE</u>	<u>LEVEL OF VACATION ACCRUAL</u>
One Year to Four Years:	Two Times Weekly Schedule of Hours
Five Years to Nine Years:	Three Times Weekly Schedule of Hours
Ten Years to Fifteen Years	Four Times Weekly Schedule of Hours
Fifteen Years to Twenty Years:	Five Times Weekly Schedule of Hours
Twenty Years & Beyond	Six Times Weekly Schedule of Hours

(4) **New Employees - Vacation Accrual.** For those employees hired after July 1 of any given year, they shall receive the following vacation accrual. This includes the provision that no new employee accrues vacation time until after successfully completing six months of employment.

Hired in July:	Five Days Beginning January 1 - Full Accrual Beginning July 1
Hired in August:	Five Days Beginning February 1 - Full Accrual Beginning July 1
Hired in September:	Three Days Beginning March 1 - Full Accrual Beginning July 1
Hired in October:	Three Days Beginning April 1 - Full Accrual Beginning July 1
Hired in November:	Two Days Beginning May 1 - Full Accrual Beginning July
Hired in December:	Two Days Beginning June 1 - Full Accrual Beginning July 1
Hired in January:	Zero Days - Full Accrual Beginning July 1
Hired in February:	Zero Days - Full Accrual Beginning August 1
Hired in March:	Zero Days - Full Accrual Beginning September 1
Hired in April:	Zero Days - Full Accrual Beginning October 1
Hired in May:	Zero Days - Full Accrual Beginning November 1
Hired in June:	Zero Days - Full Accrual Beginning December 1

(5) **Moving To The Next Level Of Vacation Accrual.** Employees shall move from one level of vacation accrual in the following manner:

<u>DATE OF HIRE</u>	<u>MOVE TO NEXT LEVEL</u>
Between July 1 and December 31	On July 1 Of Current Fiscal Year
Between January 1 and June 31	On July 1 of Following Fiscal Year

11.2 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee in an amount equal to the vacation pay earned but not paid to the date of the employee's death.

11.3 Employees who are eligible for vacation under this Section and whose employment by the Town is terminated for any reason other than dismissal due to fault of delinquency, shall be paid an amount equal to the vacation pay earned but not paid to the effective date of such termination

11.4 Vacations provided under the terms of this section must be taken before June 30 in the vacation year, unless cancelled by the appropriate administrative authority to meet an emergency or to offset a critical shortage of personnel. If a vacation is cancelled by the appropriate administrative authority pursuant to this section and cannot be rescheduled during the same vacation year, such cancelled vacation may be taken at such time within the next succeeding vacation year as the Chief shall determine will cause the least interference with the performance of the regular work of the Police

Department. As used herein, "vacation year" shall mean July 1 through June 30 of the following year in which an employee shall be entitled to take a vacation.

11.5 Employees called for duty on schedule vacation days shall receive compensation at the overtime rate.

11.6 Employees may carry over forty (40) hours of vacation time into the next year. Carrying over any additional time over and above the forty (40) hours will be at the discretion of the Town Manager.

12. LEAVE

12.1 Sick Leave

12.1.1 Each employee shall be allowed one (1) day of sick leave with pay for each month of employment, provided such leave is caused by illness or injury or by exposure to contagious disease.

12.1.2 An employee shall be allowed to accumulate unused sick leave granted under Section 12.1.1.

12.1.3 An employee absent on account of illness or injury shall notify the department as early as possible before the starting time of the employee's shift on the first day of absence. Sick leave shall begin on the day notification of the illness is given by the employee, the employee's family or physician.

12.1.4 For absences under this section, the Chief may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request therefor, at the discretion of the Chief, such absence may be applied to vacation leave or may be considered a leave of absence without pay. The Chief shall require at the end of three (3) days of illness, and for any subsequent continuing illness leave, a physician's certificate as stated above.

12.1.5 The Chief may require a medical examination of any employee who reports an inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Chief.

12.1.6 Injury, illness, or disability intentionally self-imposed or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this section, unless it is determined by a physician mutually agreed upon by the Town and the Union that an employee is alcoholic or drug dependent and enrolls in a recognized treatment facility or program.

12.1.7 The Town reserves the right to have an employee undergo a medical and psychological examination. The time, frequency, place and doctor shall be

at the discretion of the Town. The cost of such examination shall be borne by the Town.

12.1.8 If an employee is absent on account of illness or injury in excess of the employee's accrued sick leave, such excess absence may, at the employee's option, be charged against the employee's earned but unused vacation leave.

12.1.9 Upon the retirement of an employee with an unused portion of earned sick leave, payment shall be made to the employee in an amount equal to 65% of the actual amount (limited to a maximum of 145 days) of such unused sick leave, at the employee's regular base rate of pay as of the date of said employee's retirement.

12.1.10 As an incentive to accumulate unused sick leave, the employee shall be granted personal days during a fiscal year in addition to those granted under section 12.4 according to the following schedule:

- a.) no (0) sick days used, three (3) personal days;
- b.) one (1) sick day used, two (2) personal days;
- c.) two (2) sick days used, one (1) personal day;
- d.) three (3) or more sick days used, zero (0) personal days.

Based on the above, beginning July 01, 2012 of the fiscal year employee will accumulate 1.5 personal days for six (6) months of perfect attendance. Beginning January 01, 2013 an employee will also receive 1.5 personal days for six (6) months of perfect attendance.

12.2 Bereavement: The Chief shall grant, upon the request of an employee, up to three (3) days of emergency leave without loss of pay upon the death of such employee's spouse, mother, father, child, brother, sister, father-in-law (only one), mother-in-law (only one), grandchild, grandparent, step-parent or step-child, provided, however, that the Chief may limit such leave to less than three (3) days, or refuse to grant any such leave if such employee does not intend to attend the last rites of such deceased relative and/or cannot demonstrate reasonable need for as many as three (3) days leave.

12.3 Military: An employee in the armed forces reserve or the National Guard, who shall be required to and does attend annual active duty or training, shall be paid the difference between compensation received for such active duty and the employee's regular compensation from the Town; provided that such payment by the Town shall be limited to a period not to exceed two (2) weeks in any twelve (12) month period, and shall not include any payment to members of the National Guard who may be mobilized during an emergency in the Commonwealth or during a national emergency.

12.4 Personal Business Leave: Each employee will be provided with three (3) personal business days during each twelve (12) month period of this contract commencing July 1 of each year. Unused personal business leave shall not accumulate. Requests for

personal business leave shall be made to the Chief and shall contain a statement of the reason for the personal business leave in accordance with the following paragraph. All such requests shall be replied to promptly and shall not be arbitrarily or unreasonably denied. For personal Business Leave awarded under section 12.4, a potential use of overtime is not sufficient reason to deny the request. For all other personal time (Section 12.1.10 Sick Leave Incentive), management can deny the request if overtime will be incurred.

12.4.1 Employees may use up to two (2) accrued sick days as family sick days for sickness of children or spouse. The following will be required:

- a. a note from school (is school is in session) indicating child was sick
- b. for two consecutive days, a doctor's note

13. UNIFORMS

13.1 Each employee shall be granted an annual clothing allowance of twelve hundred (\$ 1,200.00). However, from this contract forward, the union and town agree to reduce this to one thousand dollars (1,000.00), while putting the \$200.00 remainder in each officer's base pay permanently, unless negotiated otherwise. Clothing allowance shall be used to purchase the following articles: Footwear, leather goods, police shirts, police pants, socks, thermal garments, hats, gloves, coats, badges, ties, and any other equipment that is to be used for police work with prior approval of the Chief.

13.2 Upon appointment, each employee shall be provided by the Town with the following:

- two (2) badges
- one (1) set of handcuffs
- one (1) firearm
- one (1) police stick
- and with such leather goods (such as holster, Sam Brown belt, etc.)
- which the Chief shall require the employees to use.

Each employee shall be provided with a bulletproof vest of type and design selected by the Town. Upon leaving employment of the Town, the employee shall return all items listed above in the same condition, excepting reasonable wear and tear.

13.3 The Town reserves the right in all cases to determine what uniforms are to be worn, who will wear uniforms, what protective gear is required, and how such protective gear will, be worn, carried, and used. In the event that any uniforms or other articles provided by the Town shall be mutilated, lost, or destroyed, by reason of the carelessness of the employee, the employee shall pay the Town the replacement cost for each such item, less a reasonable depreciation credit for each month that each such item was in service. In the event that any uniforms, equipment or personal items of an employee are damaged or destroyed in the line of duty, and not due to the carelessness of the employee, the Town shall pay the employee the replacement cost for each such item less a reasonable depreciation credit based on age of each such item.

13.4 Upon an employee's separation from employment for any reason, the employee shall return to the town at the time of such separation the following uniform items and/or equipment:

Any initial issue equipment and items owned by the town of Sutton to include: dress uniforms, guns, belts, firearms, handcuffs, portable radios, identification cards, proxy cards, and any other department property. All town of Sutton police badges and any other major equipment purchases made within the previous two years where items purchased suitable for reissue. (Jackets, duty gear, etc.)

14. EDUCATION REIMBURSEMENT

14.1 Employees assigned by the Town to attend in-service training or specialized training shall be reimbursed a personal automobile expense at a rate equal to the Commonwealth of Massachusetts standard. The employee shall also be reimbursed for any tolls or parking charges incurred. If the course shall extend beyond four (4) hours in one day, the employee shall be reimbursed the sum of \$ 20.00 per day of attendance for meals.

15. PRIVATE DUTY DETAILS

15.1 A private duty detail shall mean police work requested by a private person or organization or by a Town Department other than the Police Department which the Police Chief shall determine cannot be performed by police officers as a part of their regular duty (normal or overtime). The Chief shall assign all private duty details to police officers on a voluntary basis only during hours when such officers are not on their regular tour of duty. Police officers performing such private duty details shall be paid directly by the Town, subject to all withholding of income or other taxes as required by law. The rate of pay for private duty details shall be equivalent to that of the Massachusetts State Police rate. Officers will receive a minimum of 4 hours pay and for details exceeding 4 hours a minimum of 8 hours pay. Work performed in excess of eight (8) hours shall be paid at a rate of one and one-half (1 ½) times said hourly rate.

Private Duty Details between the hours of 1600 on Friday and 0000 on Monday or holidays (as listed in 10-1 of this agreement) shall be paid at a rate of one and a half times the applicable private duty detail rate. The union and the town also agree that on late detail requests for non-emergency details, the first four hour minimum will be a rate of one hour and one-half (1 ½) times said hourly rate. The late detail requests will be defined as any call in after 2000 hours on the evening prior to the requested detail.

It should be noted that the weekend rate details that are town functions shall be at regular rate. These are events such as basketball games, school dances and football games.

15.1.2 For any detail duty involving worker strikes which are classified as hazardous duty, the detail rate will increase by \$ 10.00 per hour for patrol officers and \$ 12.00 for sergeants.

15.2 The parties agree that the Chief of Police shall be solely responsible for determining whether a request from any municipal department is a private duty detail or an overtime assignment as part of the police department's public safety responsibility.

15.3 If the private duty detail is cancelled 1 hour or less prior to the scheduled starting time the officer assigned to duty shall be compensated four (4) hours pay. If the private duty detail is ordered by or will ultimately be billed to a Town department, this rule shall not apply.

15.4 Officers will receive a minimum of 4 hours pay, and for details exceeding 4 hours a minimum of 8 hours pay. Any private duty detail request scheduling a detail for any period of four (4) hours shall be required to pay a minimum of four (4) hours, if the detail exceeds the scheduled four (4) hours officers will be paid for an additional (4) hours at a rate of 1.5X the normal rate. Any private duty detail request scheduling a detail for any period of more than (4) hours, shall be required to pay a minimum of 8 hours, regardless of actual hours worked. Work performed in excess of eight (8) hours shall be paid at a rate of one and one-half (1 ½) times said hourly rate. This section does not apply to any details paid by the Town of Sutton.

16. INSURANCE

16.1 The Town agrees to continue to pay 50% of the premium for any health insurance indemnity plan offered by the Town.

It is agreed that the Town may, without the necessity of any written authorization from any employee, deduct from each employee's salary the employee's share of the cost of health insurance. Such deductions for medical insurance shall be made from not less than three of the weekly paychecks due each employee each month, and shall be in as nearly equal amounts as is practical.

16.2 It is agreed that the Town will pay 70% of the premium for any HMO plan offered by the Town. The Town will not change health insurance carriers without prior notice to the union and will, upon request, enter into impact negotiations with the Union. The Town will not change the percentage of contribution it makes toward health insurance premiums.

The Town retains the ability to negotiate health care changes during the term of this contract expiring on June 30, 2024.

16.3 The Town agrees to implement Section 125 of the Internal Revenue Code (so-called "Cafeteria Plan") for all employees who have medical insurance withheld from their salary pursuant to the plan adopted by the Select Board and in conformance with said Section 125.

16.4 The Town agrees to pay \$1000 yearly to any employee who has been enrolled in Town insurance and is currently on the Town health insurance plan and opts out. The Town agrees to start paying on September 1, 2015. The member agrees that they shall stay off of the Town insurance for a minimum of 2 years or will be subject to reimbursing the Town. Payments shall be made in (4) four quarterly installments of \$250 each.

17. WAGES

17.1 Regular pay: subject to the conditions set forth in Section 17.3, the rates of pay for positions in the Sutton Police Department governed by this Agreement shall be in accordance with Attachment A of this Agreement.

17.1.2 Pay Administration:

a) Step Placement – Current Employees: Each position so assigned to a grade within the above mentioned wage scales shall also be assigned to a step within that grade. Movement between steps shall begin on July 1, 2021.

b) Step Placement – New Employees: Any employee hired after the adoption of this agreement shall be placed in the minimum/starting step of his/her position's grade.

c) Step Movement Within Grade – Current Employees: Annually on July 1, those employees identified in sub-paragraph "a" above shall move to the next highest step within their position's grade. Upon reaching the highest/maximum step within his/her position's grade, an employee will cease to receive step increases.

d) Step Movement Within Grade – New Employees: Annually on or about his/her anniversary date, those employees identified in sub-paragraph "b" above shall move to the next highest step within their position's grade, provided that said employee has completed one (1) year of continuous service with the Town. Upon reaching the highest/maximum step within his/her position's grade, an employee will cease to receive step increases.

17.2 Shift differential: a shift differential per hour shall be paid to each employee for each hour scheduled and worked on the second and third shifts as follows:

17.2.1 For the period July 1, 2021 through June 30, 2024
second shift (1600 hours through 2400 hours) \$ 1.50 per hour
third shift (0001 hours to 0800 hours) \$ 1.75 per hour

17.2.3 The following provisions shall apply in respect to shift differentials:

a) shift differential shall only be paid for regularly scheduled duty shifts worked by an employee.

b) shift differential shall not be included as a part of regular pay for the purpose of calculating compensation for vacations, holidays, sick leave, bereavement leave or any other compensated time off.

17.3 Shift supervisor pay: If a patrolman is assigned to perform the duties of a shift supervisor, in addition to his wages under section 17.1 above, the patrolman shall be paid according to the following schedule:

- a) \$ 3.50 per hour

If a Sergeant is temporarily assigned to perform the duties of a Lieutenant and if at the outset the Sergeant is notified that the assignment will be for at least thirty (30) days, the Sergeant shall be paid at an hourly rate equal to the then applicable hourly starting rate of a Lieutenant while performing the Lieutenant's duties (but in any event for a minimum of thirty (30) days.)

-

17.4.1 Effective February 1, 2010, replace section 17.4 with the following:

"Career Incentive; In accordance with M.G.L. Chapter 41, Section 108L, as voted by Town Meeting on October 20, 1997, benefits as provided under the so-called Quinn Bill will be provided to employees in accordance with the provisions set forth below.

For employees hires as Full-time Police Officer or Sergeant with the Town of Sutton on or before February 1, 2010, and have completed the probationary officer status, the Town agrees to pay 100% of an eligible employee's Quinn Bill benefit regardless of the amount that the Commonwealth may reimburse the Town for same. It is hereby agreed that the pay increase will be based on the officer's base salary and will not be calculated in court time, holiday pay or detail work, but will be paid on overtime.

It is further understood that in the event an officer receives these Quinn Bill benefits and he or she fails to be certified for his or her degree by the Board of Higher Education, said officer shall be responsible for any and all monetary reimbursement to the Town via scheduled pay back or by waiving upcoming benefits upon reaching his or her certification. The method and schedule of this reimbursement made by the employee to the Town under these circumstances will be dictated by mutual agreement reached by the Town and the Union.

17.5.1 Education Incentive - Other

For employees hired after February 1, 2010, the parties agree that such employees will not be eligible, under G.L. c.41, sec. 108L or otherwise, to receive the education incentive benefit set forth in the statute or in the preceding paragraphs. Instead, the Town agrees to pay to such employees an annual education incentive stipend in the following amounts

Associates Degree \$6,500.00
Bachelor's Degree \$9,000.00
Master's Degree \$11,500.00

Said stipend shall be compensated by adding these amounts to eligible officer's base salary, with payments being dispersed equally into the member's weekly pay, beginning the start of the fiscal year to the end of the fiscal year, and shall be considered part of the employee's regular base salary for retirement purposes and overtime purposes. To be eligible for the stipend, the employee must have been awarded an eligible degree by September 1st of the prior fiscal year and must have completed the probationary officer status. Only graduates of: (1) criminal justice or law enforcement programs that meet or exceed the guidelines for criminal justice and law enforcement programs, as set forth by the Massachusetts Board of Higher Education and implemented on January 1, 2004; or (2) law schools that are approved and who have passed the Massachusetts bar examination, shall be eligible for this benefit."

Any changes made to section 17.4 will require an unanimous vote of the Union body.

17.6 Longevity shall mean the number of years of continuous service as a full-time permanent member of the Sutton Police Department. The following payments shall be made for such longevity:

- | | |
|---|----------|
| a.) for five (5) years of service completed by December 31st: | \$400.00 |
| b.) for ten (10) years of service completed by December 31st: | \$500.00 |
| c.) for fifteen (15) years of service completed by December 31st: | \$625.00 |
| d.) for twenty (20) years of service completed by December 31st: | \$725.00 |
| e.) for twenty-five (25) years of service completed by December 31st: | \$825.00 |
| f.) for thirty (30) years of service completed by December 31st: | \$925.00 |

The above amounts will be paid by the town in each year of the contract. Payments will be made by July 20 in the year following the December 31st that the required years of service have been fulfilled.

18. OTHER PROVISIONS

18.1 Seniority shall mean the length of continuous permanent full time service of an employee. Continuous permanent full time service shall mean permanent full time employment by the Town without a break in employment. A break in employment shall cause a loss of all seniority rights. A break in employment shall occur upon the happening of any of the following events:

- 18.1.1 If an employee shall quit of the employee's own accord.
- 18.1.2 If an employee shall be discharged.
- 18.1.3 If an employee shall be absent in excess of five (5) consecutive working days without obtaining prior approval for such absence under the provisions of this Agreement.
- 18.1.4 The employee shall fail to return to work within five (5) working days after the end of an absence authorized under the provisions of this Agreement.
- 18.1.5 If, after a layoff under Section 18.3, an employee shall either

- a) within seventy-two (72) hours after receipt of notice from the Town that he will be rehired under Section 18.3, fail to notify the Chief in writing that he intends to return to work within two (2) weeks after receipt of such notice from the Town; or,
- b) having been given the notice required under clause (a), fail to return to work not later than the end of said two (2) week period.

18.1.6 An employee shall be absent due to a layoff under Section 18.3 for a period of more than eighteen (18) months.

18.2 If two or more employees shall be hired on the same date, seniority shall be established by the Police Academy overall marks received. The employee receiving the highest overall marks shall be deemed to have the longest seniority of those hired on that date.

18.3 Layoffs

18.3.1 In the case of layoffs or reduction of personnel for lack of work or by reason of fiscal cut-back, the laying off or demotion of employees within each job classification shall be determined by length of continuous permanent full time service in the job classification; that is, the employee with the least seniority in the particular job classification shall be laid off or demoted first.

18.3.2 Reinstatement within a classification or rehiring into the bargaining unit shall be in reverse order of seniority; that is, the employee with the highest seniority shall be rehired or reinstated first. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of any rights to be rehired hereunder.

18.3.3 It is understood that layoff under this section shall, in all respects except the right to be rehired under this section, constitute a termination of employment with the Town. The right to be rehired hereunder shall exist for a period of eighteen (18) months from date of layoff.

18.4 Rehired Employees: Except as otherwise provided in section 18.3, rehired employees shall receive no credit on account of previous service and shall for all purposes of this Agreement be considered as new employees, notwithstanding that the Town may have exercised the discretion granted it in Article 2.

18.5 Seniority in Rank: In addition to departmental seniority, there shall also be a seniority in rank. Such seniority shall be determined by the length of continuous permanent full time service of the employee in each particular rank. Rank seniority shall be used for the following:

18.5.1 Shift bidding - the most senior sergeant or patrolman shall have preference in each respective rank.

18.5.2 Demotion - the first sergeant promoted shall be the last employee demoted.

18.6 Light duty

18.6.1 Work related injury: an employee who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, at the discretion of the Chief, be required to perform limited duty on either a full time or part time basis, provided the Chief, in the chief's discretion, determines that there is limited duty available to be performed by such employee and orders such employee to do so. Notwithstanding any provision in this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, 'if any, the Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this section. Such assignment or reassignment shall coincide with the employee's schedule prior to said leave, unless otherwise mutually agreed.

If an employee is injured while taking the mandatory Physical Fitness test that employee is considered to be "injured on duty".

Any employee injured on duty shall agree to not accrue any sick time leave while absent for each full calendar month of being on said leave. All other accruals such as vacation and holiday pay remain as being full accruals.

18.6.2 Non-work related injury: an employee who is on leave due to a non-work related injury may, at the employee's request, be allowed to perform limited duty on either a full time or part time basis, provided the Chief, in the chief's discretion, determines that there is limited duty available to be performed by such employee. Notwithstanding any provision in this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, if any, the Chief shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this section.

18.6.3 Light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations, including, but not limited to, clerical, dispatching, training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, or similar duties.

18.7 Temporary assignments: any employee who is given a temporary assignment shall not lose seniority or longevity either within the temporary assignment or upon returning to the employee's regular assignment of work.

19. PHYSICAL FITNESS INCENTIVE

An officer successfully completing the Commonwealth of Massachusetts' Physical Aptitude Test shall receive one additional day off to be taken during the year at the discretion of the department head. That PFI day may be taken when scheduling a replacement will not necessitate the payment of overtime to the replacement.

In order to promote proper physical fitness the Sutton Police Department shall implement a physical fitness standard. The aim of this program is to improve and

maintain good physical fitness of all officers and as a result decrease the number of on duty injuries and the use of sick time.

The Sutton Police Department shall allow each officer the opportunity to train for the period of one (1) hour per duty shift given proper staffing and with the permission of the duty supervisor. This one (1) hour period shall be inclusive of all activity including changing out, stretching, work-out, cool down, shower, suiting up, and arriving back on regular duty. The one (1) hour period shall not be taken on the first hour of duty. This will prevent officers from coming on duty out of uniform and unprepared in the event of an emergency at the beginning of the shift. Officers may leave the station for a jog in the immediate area of the police station but shall carry with them a portable radio or cell phone in case they need to be immediately summoned back to the station for an emergency. Officers will not be allowed to leave the immediate area of the police station to train at a gym.

A physical fitness test shall be given two (2) times a year, on or about April 1st and on or about October 1st. A back up date shall be set to account for any officers that cannot attend the first session. There will be no more than two dates assigned and officers need to make an effort to meet these requirements.

Officers will participate in the Cooper Standard outlined (1.5 mile run, bench press or push-ups, sit-ups). Officers successfully passing the outlined requirement shall be compensated for one (1) eight hour overtime shift at the rate the highest paid officer in his/her pay grade. Officers that fail the test shall receive no compensation for participating.

The testing will be administered and supervised by the Physical Fitness Officer as designated by the Chief of Police. The Union agrees to allow the Chief of Police and Lieutenant to participate in this program.

As of 7/1/18, any Officer over 40 years of age, but under 50 years old on the day of said PT test may add 1:45 (one minute and 45 seconds on to the current 1.5 mi run time) and reduces the total amount of situps to 28.

Any Officer 50 years old and over on the day of the PT test may add 2:30 (two minutes and 30 seconds on to the current 1.5 mi run time) and reduces the total amount of situps to 25.

20. Sick Leave Bank

The Sutton Police Department Sick Leave Bank shall be defined as a collective pool of accrued sick leave by all members of the Sutton Sergeant's and Patrolmen's Association, any Lieutenant and the Chief of Police for the purpose of donating sick time to any participant who has had the misfortune of contracting a serious illness or injury. At the time this Agreement is signed for the contract beginning July 1, 2005 and ending June 30, 2008 there are fifteen (15) contributing participants.

Contributing members shall receive an additional three (3) days of sick leave per fiscal year added to their individual sick leave benefit of twelve (12) days per fiscal year.

These additional three days shall be automatically added to the Sick Leave Bank and shall not be used by an individual member for personal use. Further, these additional sick days posted to the Sick Leave Bank will not be considered in the calculation of any sick leave buyback provision. The Sick Leave Bank may accrue to a maximum of two

thousand and eighty hours (2,080). Two thousand and eighty hours (2,080) is the equivalent of fifty two (52) forty hour work weeks.

If the Sick Leave Bank reaches the maximum limit and the next fiscal year arrives before the Sick Leave Bank is utilized, the three (3) additional sick days will be accrued by each member, however these days will be termed "Sick Leave Bank Days" and will not be used by an individual member for personal use. These "Sick Leave Bank Days" will be calculated and maintained by the Police Department Administrative Secretary and the Human Resources Department and may not be considered toward the actual Sick Leave Bank until such times as it becomes necessary to replenish the Sick Leave Bank due to use. These "Sick Leave Bank Days" will not be considered in the calculation of any sick leave buyback provision.

The member wishing to use time from the Sick Leave Bank will make a request via letter to the President of the Sutton Sergeants' and Patrolman's Association explaining the specific reason for the request and the amount of time requested.

A committee will be formed consisting of the Town Manager, Chief of Police, President of the Sutton Sergeants' and Patrolman's Association, and two Union members. The committee will convene as soon as possible, review the request, determine how much time will be allocated, and provide a written response to the requesting member within ten (10) calendar days. The committee will determine case by majority rule.

It is not the purpose of this Sick Leave Bank to provide any one member with 52 weeks of sick time. The purpose is to maintain a bank capable of aiding more than one member in a true time of need.

Upon retirement of an employee, hired before July 1, 2006, as defined in Article 19 with an unused portion of earned sick leave, payment shall be made to the employee in the amount equal to sixty-five (65%) percent of the actual amount of sick leave up to a maximum of one hundred forty-five (145) days. Payment shall be made at the then current rate of compensation of the employee.

Upon retirement of an employee hired on or after July 1, 2006 but before July 1, 2008 as defined in Article 19 with an unused portion of earned sick leave, payment shall be made to the employee in the amount equal to fifty (50%) percent of the actual amount of sick leave up to a maximum of one hundred (100) days. Payment shall be made at the then current rate of compensation of the employee.

Upon Retirement of an employee hired on or after July 1, 2008, no buyback of sick leave will be allowed.

21. NON-DISCRIMINATION CLAUSE

21.1 The public security of the Town, the direction of all police work, and the right to plan and control Police Department operations and make and enforce rules, regulations and discipline is reserved exclusively in the Town, provided that such rights will not be used for the purpose of discrimination against any employee whether or not a member of the Union, and subject to the terms of this Agreement.

21.2 There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities.

21.3 There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union.

21.4 There shall be no Union activity on Town time except as mutually agreed between the parties of this Agreement.

21.5 All provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Town shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Town and the Union to the penalty provisions of the ADA.

21.6 The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, or age.

22. PAYROLL DEDUCTIONS

22.1 The Town agrees to deduct Union dues as authorized under Section 17A of Chapter 180 of the Massachusetts General Laws, as amended from time to time, upon receipt from each individual employee who wishes any such deduction to be made of a written authorization form, signed by such employee directing the Town to make such deduction and stating the name and address of the person or organization to which the amount deducted shall be paid.

22.2 Effective the thirtieth day following the beginning of each employee's employment, each employee who is not a member in good standing of the Union shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to the regular monthly Union dues. At the election of the employee, such said agency service fee shall be deducted from the employee's wages upon presentation to the Town of a signed authorization comparable to that referred to in section 20.1. Said authorization may be cancelled by sixty (60) days' written notice to the Town. An employee who does not authorize the Town to make weekly payroll deductions as provided herein shall make the agency service fee payment directly to the treasurer of the Union. This section shall not apply to any employee who has authorized the Town to deduct dues under Section 20.1 of this Agreement.

22.3 The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such union dues or agency service fee from an employee's pay or out of the application of this section and

agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under, General Laws, chapter 180, section 17G.

22.4 New employees hired after July 1, 2021 will contribute \$5/week of their salary to the Town's Other Post-Employment Benefits Trust Fund.

23. TERM OF AGREEMENT

23.1 This Agreement shall be in effect starting 0000 hours July 1, 2021 to June 30, 2024. On or after November 1, 2023 either party may notify the other of its desire to commence negotiations for a successor agreement to be effective July 1, 2024 and thereupon negotiations shall commence forthwith.

23.2 If a successor agreement has not been executed by June 30, 2024, this agreement shall remain in force and effect until a successor agreement is made.

23.3 If either party wishes to negotiate changes in this Agreement to take effect July 1, 2021, written notice of such desire shall be given to the other party within 30 days of contract signing.

24. AGREEMENT

24.1 The agreements contained in this writing constitute the only agreements made by the parties hereto. Any supplement or additional agreements hereafter made shall be in writing.

25 CONSTRUCTION

25.1 This Agreement shall be construed as a whole, and no provisions shall be construed to be paramount to any other provision hereof which may be claimed to be in conflict with it, but all parts of this Agreement shall be construed to be of equal importance. If any provisions of this Agreement should become invalid hereafter by reason of any change or interpretation of the law is effective to change this Agreement without violation of the obligation of the contract, then this Agreement shall be modified only to such extent as is required by such law and shall, otherwise be and remain in full force and effect.

26. AUTHORITY

26.1 This Agreement is made pursuant to and subject to the provisions of Chapter 150E of the General Laws, as the same may be amended from time to time.

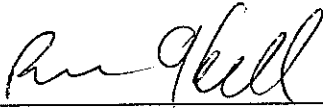
IN WITNESS WHEREOF, **THE TOWN OF SUTTON** has caused these presents to be signed on its behalf by its Select Board hereunto duly authorized and **THE SUTTON POLICE SERGEANTS' AND PATROLMEN'S ASSOCIATION**, acting for and on behalf of the employees of the Sutton Police Department has caused these presents to be signed by its officers hereunto duly authorized, all under the date first above written.

Wages/Attachment A

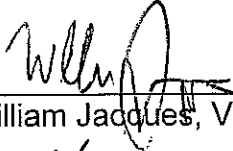
	FY 2022	FY 2023	FY 2023
	2.0%	2.50%	2.50%
Step 1	\$1,215.8201	\$1,246.2156	\$1,277.3710
Step 2	\$1,264.9544	\$1,296.5783	\$1,328.9927
Step 3	\$1,316.0505	\$1,348.9518	\$1,382.6756
Step 4	\$1,368.6925	\$1,402.9098	\$1,437.9826
Step 5	\$1,423.4402	\$1,459.0262	\$1,495.5019
	FY 2022	FY 2023	FY 2024
	2.0%	2.50%	2.50%
Sergeants	\$1,708.1282	\$1,750.8314	\$1,794.6022

The above rates are base rates and do not include the Quinn or the Educational Incentive. Also this scale does not demonstrate the permanent changes made to clothing stipend language. (See changes made to Section 13 Uniforms)

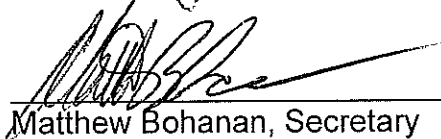
**For the Sutton Police Sergeants'
Patrolmen's Association**



Brian Hull, President




William Jacques, Vice President

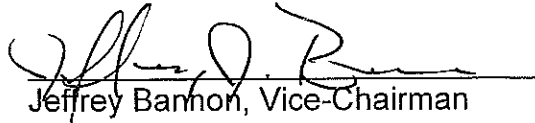


Matthew Bohanan, Secretary


**For the Town of Sutton and
its Select Board**



Jesse Limanek, Chairman



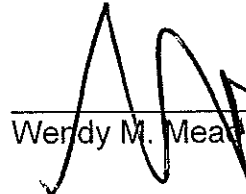
Jeffrey Bannon, Vice-Chairman



Jonathan Anderson, Clerk

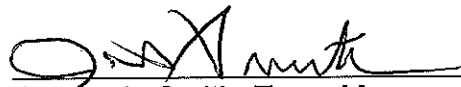


David Hall



Wendy M. Mead

Witness:



James A. Smith, Town Manager

Date: 6/16/2021

