

AGREEMENT
BETWEEN
THE TOWN OF SUDBURY
AND
THE MASSACHUSETTS LABORER'S DISTRICT COUNCIL
ON BEHALF OF
LOCAL #1156 PUBLIC EMPLOYEES OF THE LABORER'S INTERNATIONAL UNION
OF NORTH AMERICA AFL-CIO

July 2, 2015 - 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, and the Massachusetts Laborers' District Council in behalf of Local #1156 Public Employees of the Laborers' International Union of North America AFL-CIO, 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 has and 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

Section 1. Bargaining Unit: In accordance with the certification of the Massachusetts Labor Relations Commission, the Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for all such full-time employees of the Highway Department excluding the clerical office employees, the Director of Public Works, and DPW Head of Operations.

Section 2. The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union.

7/1/97; 7/1/10

ARTICLE II
EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Organizational activities: Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have, and be protected in the exercise of, the right, freely and without fear of penalty or reprisal: to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from any and all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to tenure, promotion or other condition of employment. The Union agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

ARTICLE III
RIGHTS OF MANAGEMENT

Section 1. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Employer including, but not limited to, the rights: to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted including the contracting out of any work; to determine the schedules and hours of work and the assignment of employees to work; to determine 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 carrying out the mission of the Department.

7/1/97

ARTICLE IV
ORGANIZATION OF DEPARTMENT

Section 1. The Department of Public Works shall be organized into two separate divisions, which shall include Cemeteries and Trees/Parks and Grounds Division; and Highways/Transfer Station Division.

Section 2. (Deleted)

Section 3. (Deleted)

7/1/01; 7/1/04; 7/1/07; 7/1/10

ARTICLE V
INSURANCE BENEFITS

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

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

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

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

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

	<u>Town Percentage</u>	<u>Employee Percentage</u>
HMO:	70%	30%
POS/PPO/Indemnity:	55%	45%

- c) The cap on the non-reimbursed Flexible Spending Account will be allowed to the maximum allowed by IRS Regulations, **BUT** not to exceed a maximum of \$5,000.

- d) Blue Cross/Blue Shield's Master Dental, or its equivalent, the Town shall contribute seventy-five percent (75%) of the premium and the employee shall contribute twenty-five percent (25%) of the premium. If less than seventy percent (70%) of the eligible Town employees elect coverage under Blue Cross/Blue Shield Master Dental, then the plan does not have to be offered. In such event, the Town will make a good faith effort to provide equivalent dental coverage at an equivalent or less cost.

Section 3. The provision of the plans described in Section 2 shall satisfy the Town's obligations under the terms of the parties' existing collective bargaining agreement.

Section 4. The Town will not itself operate the plan, but the insurance company or companies will administer the benefits of said plan(s), which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. Any claims or disputes concerning the eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and shall not be subject to the grievance-arbitration procedure.

7/1/94; 7/1/97; 7/1/07; 7/1/10; 7/1/12

ARTICLE VI
AGENCY SERVICE FEE

Section 1. The Town agrees to requiring the payment of all Agency Service Fee equivalent to 90% of the Union dues for all employees consistent with Massachusetts General Laws, c.150E, s.12.

Section 2. The Town assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Town harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. The Union agrees to reimburse the Town for all fees and costs incurred in enforcing the Agency Service Fee.

7/1/82

ARTICLE VII
DUES DEDUCTION

Employees shall tender monthly dues (membership) by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of checkoff of dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Secretary-Treasurer of the Union along with a list of Employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

Union dues shall not be deducted the same week as deductions are made for health insurance.

Union Dues: Authorization for Payroll Deductions

BY _____
(last name) (first name) (middle initial)

TO _____
(Employer) (Department)

EFFECTIVE _____
(Date)

I hereby request and authorize you to deduct from my earnings, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall be irrevocable for the period of one (1) year from the date hereof or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive periods of one year.

7/1/90

ARTICLE VIII
WORKER'S COMPENSATION

All employees covered by this Agreement shall be covered under Worker's Compensation law. Each such employee shall be entitled to the benefits and be subject to the provisions of General Laws Chapter 152.

When an employee is injured in-the-line-of-duty and receives Worker's Compensation benefits he/she shall receive the differential between said Worker's Compensation benefits and his/her regular base rate of pay for so long as he/she receives the Worker's Compensation benefits. However, said differential pay will be deducted from sick-leave on a pro-rata basis.

7/1/97

ARTICLE IX
OVERTIME

Employees shall be paid an overtime premium for all work over eight (8) hours in any one day or over forty (40) hours in any one week. There shall be no discrimination against any employee who declines to work overtime. If an employee is out on sick leave during the regularly scheduled work day, he may not be called for overtime, at the discretion of the DPW Director, until those employees who are actually working on the regularly scheduled work day have first been offered the overtime assignment. In situations where the public safety is involved, as determined by the Town Manager, overtime requests shall be mandatory. The overtime rate of time and one-half shall be computed upon the employee's base salary, which shall not include longevity.

DISTRIBUTION OF OVERTIME: Without affecting the mandatory nature of overtime during situations where the public safety is involved, the Parties agree that overtime during the period from November 1st through April 1st shall be available to all employees of all divisions of the Department of Public Works and shall be assigned on a rotating basis. This Agreement in no way affects the Town's right to discipline those who do not report for overtime as required.

Between November 1st and April 1st of each year, an employee must submit to the Director of Public Works a letter one (1) week in advance of being unavailable to perform overtime duties on a recall basis. The letter will state the days and/or hours of unavailability. Failure to provide such notice indicating non-availability for overtime will cause the employee to be by-passed on the list.

STORM CONDITIONS: If any employee is required to work sixteen (16) continuous hours during storm conditions, the Town will provide reasonable rest time and reasonable rest space with pay. Time allotted for consumption of meal(s) shall not interrupt the aforementioned continuous hours.

OTHER OVERTIME: All other overtime shall be offered within the Division involved based upon seniority. If the overtime cannot be filled within the Division involved, it shall then be offered to members of the other Division (Cemetery and Trees/Parks and Grounds; Highway/Transfer Station).

Cemetery Overtime

At least one member of Cemetery Division needs to be present at all overtime full burials. This person will be in charge. If more than one member of the Tree & Cemetery Division is there, the most senior member will be in charge.

- (1) All cemetery overtime will first be offered to the Tree & Cemetery/Parks & Grounds Division.
- (2) If it is not filled by the Tree & Cemetery/Parks & Grounds Division, then it will be offered to the Highway/Drainage Division.
- (3) If by Thursday at noon there are not sufficient staff signed up for a Saturday/overtime in the Tree & Cemetery Division, the DPW Director will go to a rotating list among the Tree & Cemetery Division and assign staff to work that weekend.
- (4) If staffing is still not sufficient, the DPW Director will assign the Foreman or Crew Leader on call from the Parks & Grounds and Highway/Drainage Divisions.

CONTINUING CREW: If overtime is the result of a delay in an ongoing project, the crew assigned to work on that project for that day shall be offered the overtime first. If the overtime is not able to be filled, it shall then be offered in accordance with the procedures established herein.

CONTACT INFORMATION: For purposes of offering overtime, an employee who is not immediately available as a result of a single telephone call from the employer shall be considered to have refused the offered overtime. Each unit member shall provide the employer with a single telephone number at which he is to be contacted for overtime purposes. The number may be a home telephone number, a cellular telephone number, or a beeper number. The Director may deviate from the normal overtime distribution procedures in order to address matters of immediate public safety as determined by the Director.

SPECIAL CATEGORIES. For purposes of overtime eligibility, the Head Mechanic shall be included in the Highway/Transfer Station Division and the Assistant Mechanic shall be included in the Cemetery and Trees/Parks & Grounds Division.

COMPENSATORY TIME: In lieu of overtime, an employee may have the option of choosing compensatory time under the following conditions:

- a) Compensatory time will be earned on a time and one-half basis;
- b) No more than thirty-two (32) hours of compensatory time shall be accumulated and carried forward beyond the end of any fiscal year. Any such hours carried forward must be used within one (1) year.
- c) All compensatory time shall be taken only with twenty-four (24) hour notice and at the discretion of the Director of Public Works. Subject to the Director of Public Work's exercise of discretion in general regarding the approval of compensatory time, an employee may utilize up to eight (8) hours of compensatory time per fiscal year without providing the twenty-four hours notice required by this paragraph. Such employee shall be required to provide notice to the employer prior to the start of the affected shift.
- d) Compensatory time off shall be allowed between December 1 and March 15 at the discretion of the Director of Public Works.
- e) Compensatory time conversion requests must be submitted by 10:00 a.m. on Thursday morning.
- f) Each employee must use increments of at least one (1) hour of compensatory time upon each request.
- g) Compensatory time must be used if all available vacation/sick time has been used so as to prevent unpaid time.

CREW ASSIGNMENT: In the event of division related overtime which is not of a public safety nature, a crew leader and two employees shall be called in to work the contemplated overtime.

7/1/86; 7/1/94; 7/1/97; 7/1/98; 7/1/01; 7/1/04; 7/1/07; 7/1/10; 7/1/13; 7/2/15

ARTICLE X
UNIFORMS AND PROTECTIVE CLOTHING

Section 1. The Employer shall supply protective clothing, or any type of protective device as a condition of employment, such protective clothing or protective device shall be furnished to the Employee by the Employer; the cost of maintaining the protective clothing in proper working condition shall be paid by the Employer. The Employer agrees to provide any special material, equipment and tools required to perform duties assigned to the Employees covered by this Agreement.

Section 2. The Town will provide each Employee with a uniform and safety shoe allowance in the amount of Seven Hundred Fifty Dollars (\$750) per person.

Distributions: Effective July 1, 2015

Half of the clothing allowance shall be paid in a lump sum to each employee at the beginning of the fiscal year. Payments of the clothing allowance will be reduced by applicable payroll taxes in accordance with applicable law. There will be an inspection of clothing in November by the DPW Director. Proof of purchase will be required and submitted to the DPW Director before the second allotment will be paid in the second payroll in January.

We will try this trial period. ON or before May 1st of each fiscal year, the DPW Director will review to be sure there were no "unintended consequences" that cause problems or result in behavior not expected. If all is okay, we will continue for FY 17 and will review each year of this contract. After FY 18, if there are no problems, this will become a practice; however, if at any point the DPW Director finds there are "unintended consequences" he/she will discuss and implement rules to mitigate these "unforeseen consequences".

Section 3. Winter and summer uniforms in accordance with the posted Dress Code will be worn by all employees except by those employees who are excused by medical reasons from wearing said uniform as confirmed by a doctor's certificate.

The uniform required to be worn by each employee shall be posted on the Union bulletin board.

Section 4. An employee shall receive only the appropriate pro-rated share of the uniform and safety shoe allowance in the contract year during which his retirement or termination from employment becomes effective.

Section 5: All clothing allowance reimbursements must be submitted no later than June 1st.

Section 6: Clothing Allowance will be prorated based upon when the new employee starts.

7/1/90; 7/1/94; 7/1/97; 7/1/01; 7/1/04; 7/1/10; 7/1/13; 7/2/15

ARTICLE XI
DISCRIMINATION

Neither the Employer nor the Union will discriminate against any Employee or applicant for employment because of race, age, color, creed, sex, or national origin.

ARTICLE XII
HOLIDAYS

PAID HOLIDAYS: Permanent, full-time Employees covered by this Agreement are entitled to time off with pay on:

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

If any such holiday falls on a Sunday, such Employee shall be entitled to time off with pay on the following Monday. If on Saturday, he shall be entitled to time off with pay on the preceding Friday. If required to work on such a holiday, or if such a holiday falls during his regularly scheduled time off or vacation, such an Employee shall be entitled to equivalent time off with pay at a time approved by his superior. Employees must work the entire regularly scheduled day before and the entire next regularly scheduled day following each holiday in order to be paid for the holiday, except that this language shall not be effective in circumstances where the employee's absence has been pre-approved. This provision may be waived at the discretion of the Director of Public Works if, in his opinion, circumstances warrant such a waiver. Regularly scheduled day shall be the employee's last scheduled work day, inclusive of pre-approved time off. For example: If an employee has been granted a day/days off prior to or following a holiday, their last scheduled work day would be the day preceding or following the approved time off. (So if the employee has been approved to take the Friday off before the holiday and does not work the entire regular schedule on Thursday, they will not be paid for the holiday.)

Double time pay for the specific hours worked in addition to the holiday pay will be paid Employees who are called to work on Thanksgiving, Christmas, New Year's, and Christmas Eve (i.e. end of shift on December 24th through midnight).

A permanent part-time Employee with regularly scheduled working hours shall be eligible for a salary payment for each paid holiday which falls on his normally scheduled work day. The pay shall be for the number of hours the Employee would normally be scheduled to work on such a holiday.

7/1/86; 7/1/01; 7/1/07; 7/2/15

ARTICLE XIII
SICK LEAVE

Section 1. Sick leave shall be earned at the rate of one day per month for the first five (5) years of employment. Thereafter, the twelve-day sick leave is credited to each employee annually on July 1. Unused sick days may be accumulated from year to year up to a maximum of 120 days. This provision shall become effective on July 1, 1981.

The Director of Public Works may, in his discretion, request a doctor's certificate before an employee is entitled to a paid sick day.

Regular part-time employees shall be afforded sick leave on a pro-rata basis.

When an employee must stay out of work due to illness, he or his designee must notify the office within thirty (30) minutes of the start of the work day; or otherwise the employee will forfeit his sick leave pay.

Section 2. An employee who voluntarily retires from service in the employ of the Town of Sudbury and retires into the State or County Retirement system shall receive from the Town payment at the then current rate of pay equal to fifty percent (50%) of the daily pay times the number of unused accumulated sick days. The family of an employee who dies while employed by the Town of Sudbury shall receive this same benefit.

In computing accumulated sick days, the June 30 period prior to retirement shall be used as the cut-off date.

Employees shall provide six (6) months advance notice of intent to retire.

Section 3. A yearly buy-back is instituted allowing employees with 120 days of accumulated sick leave to sell back to the Town up to six (6) days or 50% of days of accumulated sick leave if the days credited to them on July 1 would cause them to exceed the maximum 120-day accrual.

7/1/88; 7/1/04

ARTICLE XIV WORK DAY

The work day shall be defined as an eight-(8) hour day (40 hours per week). The normal work day shall be 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid lunch. The one-half hour lunch period shall not be counted as a work hour.

A normal work week is Monday through Friday. A normal pay week is Friday through Thursday.

The Employer retains the right to schedule hours of employment in accordance with the work requirements of the Department. Pursuant thereto, the Employer may establish irregular work schedules or an irregular work week for those employees whose work day and/or work week may not correspond with the normal schedule recited in the above paragraphs of this article.

When the Director of Public Works assigns men involuntarily to an irregular work cycle, he shall make and rotate such assignments on a fair and equitable basis.

The Director of Public Works may amend this section at his discretion to allow for a summer work schedule for certain employees.

7/1/97

ARTICLE XV VACATION

Employees shall be entitled to their vacations by seniority during the period from March 1 to December 31 each year. All vacation choices shall be subject to the approval of the Director of Public Works. The Town may require all employees to take one week of vacation during the same

week each year when the Town chooses to shut down the Highway Department for one (1) week save a skeleton crew. The skeleton crew will be made up of one (1) Crew Leader, one (1) Heavy Equipment Operator and one (1) Light Equipment Operator. This crew will be filled on the basis of seniority. Beginning in 1989, the Town will consult with the Union on or before April 1 of each year to determine the best week in the Summer to shut down the Highway Department.

A permanent full-time employee with at least five (5) months of continuous service shall be entitled to paid vacation during each fiscal year of employment in accordance with the following schedule:

<u>First Year of Employment</u> <u>Date of Employment</u>	<u>Paid Vacation</u> <u>Entitlement</u>
July or August	2 weeks
September through January	1 week
February through June	none

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

<u>Years of</u> <u>Continuous Service</u>	<u>Paid Vacation</u> <u>Entitlement</u>
1 through 5 years	2 weeks
After 5 years continuous service	3 weeks
After 10 years continuous service	4 weeks
After 19 years continuous service	5 weeks

Employees may carry over up to a maximum of five days vacation from one year to the next, subject to the sole discretion of the Director of the Department of Public Works.

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

For retirement purposes an employee is only entitled to be compensated for his vacation allowance earned on a pro rata basis according to the formula given in the Personnel Administration Plan. The vacation allowance will be based on the number of days employed in that year.

A part-time employee with regularly scheduled working hours shall be eligible for a paid vacation after each twelve (12) months of employment as follows: Such employee shall be entitled to two (2) weeks vacation and shall be paid in an amount equal to 1/26th of the pay for his regularly scheduled work during the previous twelve (12) months.

The vacation period shall be the fiscal year, i.e., July 1 through June 30. However, eligibility shall be determined by the anniversary date. E.g., if an employee has completed ten (10) years of continuous service, he shall be entitled to four (4) weeks of vacation in the period through July 1 through June 30.

7/1/88; 7/1/97; 7/1/01

ARTICLE XVI JURY DUTY

An employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and his fees, exclusive of travel allowance for any such jury service. Jury Duty should be postponed if it falls between December and March, with a copy to the DPW Director if request is denied.

7/2/15

ARTICLE XVII
RESERVE MILITARY DUTY

An employee who is called upon to report for reserve military duty shall be paid the difference between the compensation he would have received from the Town and his military pay and allowance upon presentation of the pay voucher to the office of the Town Accountant. Such pay for reserve duty is not to exceed seventeen (17) days pay in a calendar year.

ARTICLE XVIII
BEREAVEMENT TIME

An employee may be granted, by his department head, up to five (5) days excused absence with pay to handle personal matters related to the death of an immediate member of the employee's family, i.e., his spouse, and child, parent, brother, sister, grandparent, or grandchildren of either spouse or other relative who resides within the employee's immediate household. An employee may be granted leave for the day of the funeral for his own aunt/uncle, niece/nephew, or first cousin. At the sole discretion of the Director of Public Works, the employee's one day bereavement leave benefit may be extended by one additional day up to a total of two days. All bereavement leave must be approved by the Director of Public Works in advance.

7/1/86; 7/1/94, 7/1/97; 7/1/98; 7/1/10

ARTICLE XIX
CALL BACK

An employee called back to work on the same day after having completed his normal shift and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of overtime for all hours worked on recall. He will be guaranteed a minimum of four (4) hours' pay at the overtime rate. Two (2) hours guarantee call back will be paid if employees are called at or after 5:30 a.m.

7/1/84

ARTICLE XX
OUT OF GRADE

An employee who is asked to work in a higher classification, except during a training period, will be paid all hours worked in said classification.

Exception: The Town agrees to make every effort possible, in the event that any member of any other Town of Sudbury bargaining unit is utilized for purposes of providing snow plowing or sanding services to the Town, to pay them at a rate of pay which is closest to their regular rate of pay, but in no event, at a rate of pay that is higher than that of a heavy equipment operator. However, in that the provisions of these types of services involves an issue of public safety, the Town reserves the right to pay extra-departmental employees at a different rate if unable to secure the necessary workers to provide these services at the rate of pay called for under this paragraph.

7/1/01; 7/1/04

**ARTICLE XXI
HIGHWAY DEPARTMENT SALARY PLAN**

Highway Grid - FY16 (Effective 07/02/15)

1% Increase over FY16 to all Steps

	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	53,998	55,621	57,285	59,005	60,777	62,904	65,715
Master Mechanic	Hourly	25.10	25.85	26.53	27.20	27.90	28.87	30.17
Assistant Mechanic	Hourly	24.01	24.78	25.45	26.11	26.83	27.78	29.02
Heavy Equip Operator	Hourly	22.41	22.93	23.67	24.42	25.22	26.09	27.24
Tree Surgeon	Hourly	22.41	22.93	23.67	24.42	25.22	26.09	27.24
Light Equip Operator	Hourly	21.01	21.60	22.01	22.45	22.91	23.69	24.76
Tree Climber	Hourly	21.01	21.60	22.01	22.45	22.91	23.69	24.76
Heavy Laborer	Hourly	19.86	20.27	20.82	21.38	21.95	22.73	23.72
Light Laborer	Hourly	18.10	18.49	18.98	19.46	19.96	20.66	21.58
Landfill Monitor	Hourly	16.47						

Highway Grid - FY16 (Effective 01/01/16)

1% Increase over FY16 to all Steps

	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	54,538	56,177	57,858	59,595	61,385	63,533	66,372
Master Mechanic	Hourly	25.35	26.11	26.80	27.47	28.18	29.16	30.47
Assistant Mechanic	Hourly	24.25	25.03	25.70	26.37	27.10	28.06	29.31
Heavy Equip Operator	Hourly	22.63	23.16	23.91	24.66	25.47	26.35	27.51
Tree Surgeon	Hourly	22.63	23.16	23.91	24.66	25.47	26.35	27.51
Light Equip Operator	Hourly	21.22	21.82	22.23	22.67	23.14	23.93	25.01
Tree Climber	Hourly	21.22	21.82	22.23	22.67	23.14	23.93	25.01
Heavy Laborer	Hourly	20.06	20.47	21.03	21.59	22.17	22.96	23.96
Light Laborer	Hourly	18.28	18.67	19.17	19.65	20.16	20.87	21.80
Landfill Monitor	Hourly	16.63						

Highway Grid - FY17 (Effective 7/01/16)

2% Increase over FY16 to all Steps

	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	55,629	57,301	59,015	60,787	62,613	64,804	67,699
Master Mechanic	Hourly	25.86	26.63	27.34	28.02	28.74	29.74	31.08
Assistant Mechanic	Hourly	24.74	25.53	26.21	26.90	27.64	28.62	29.90
Heavy Equip Operator	Hourly	23.08	23.62	24.39	25.15	25.98	26.88	28.06
Tree Surgeon	Hourly	23.08	23.62	24.39	25.15	25.98	26.88	28.06
Light Equip Operator	Hourly	21.64	22.26	22.67	23.13	23.60	24.41	25.51
Tree Climber	Hourly	21.64	22.26	22.67	23.13	23.60	24.41	25.51
Heavy Laborer	Hourly	20.46	20.88	21.45	22.02	22.61	23.42	24.44
Light Laborer	Hourly	18.65	19.04	19.55	20.04	20.56	21.29	22.24
Landfill Monitor	Hourly	16.96						

Highway Grid - FY18 (Effective 7/01/17)

2% Increase over FY17 to all Steps

	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	56,742	58,447	60,195	62,003	63,865	66,100	69,053
Master Mechanic	Hourly	26.37	27.16	27.89	28.58	29.31	30.33	31.70
Assistant Mechanic	Hourly	25.23	26.04	26.73	27.44	28.19	29.19	30.50
Heavy Equip Operator	Hourly	23.54	24.09	24.88	25.65	26.50	27.42	28.62
Tree Surgeon	Hourly	23.54	24.09	24.88	25.65	26.50	27.42	28.62
Light Equip Operator	Hourly	22.07	22.71	23.12	23.59	24.07	24.90	26.02
Tree Climber	Hourly	22.07	22.71	23.12	23.59	24.07	24.90	26.02
Heavy Laborer	Hourly	20.87	21.30	21.88	22.46	23.06	23.89	24.93
Light Laborer	Hourly	19.02	19.42	19.94	20.44	20.97	21.72	22.68
Landfill Monitor	Hourly	17.30						

Highway Grid - FY18

** Effective 6/30/18 at 11:59pm, so that there shall be no financial impact to FY18 **

1% Increase over FY18 to all Steps

	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	57,309	59,031	60,797	62,623	64,504	66,761	69,744
Master Mechanic	Hourly	26.63	27.43	28.17	28.87	29.60	30.63	32.02
Assistant Mechanic	Hourly	25.48	26.30	27.00	27.71	28.47	29.48	30.81
Heavy Equip Operator	Hourly	23.78	24.33	25.13	25.91	26.77	27.69	28.91
Tree Surgeon	Hourly	23.78	24.33	25.13	25.91	26.77	27.69	28.91
Light Equip Operator	Hourly	22.29	22.94	23.35	23.83	24.31	25.15	26.28
Tree Climber	Hourly	22.29	22.94	23.35	23.83	24.31	25.15	26.28
Heavy Laborer	Hourly	21.08	21.51	22.10	22.68	23.29	24.13	25.18
Light Laborer	Hourly	19.21	19.61	20.14	20.64	21.18	21.94	22.91
Landfill Monitor	Hourly	17.47						

Notes: Hourly rates are obtained by dividing the annual rates by 52.2 weeks and 40 hours per week.

Overtime is calculated by multiplying 1.5 times these hourly rates.

Crew Leaders receive an annual stipend of \$4,095.

Bi-Weekly Pay - All bargaining unit members shall be paid on a bi-weekly basis, commencing no sooner than January 1, 2002. Prior to implementing such change, bargaining unit members will be given sixty (60) days advanced notice. In addition, bargaining unit members will be afforded the opportunity, on a weekly basis, to review proposed payroll calculations so as to ensure an accurate accounting for overtime worked.

Direct Deposit: 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.

Performance Review - Prior to any salary step increase being granted, all full-time Highway Department employee shall receive a satisfactory performance review by the Director of Public Works, who shall receive input from the immediate foreman. The review shall be in compliance with the Town Manager's existing review plan. New hires will be placed on probation for a period of one (1) year. *They will be eligible for a six (6) month step increase with a satisfactory performance evaluation.*

Promotion to a Higher Ranked Position - Employees promoted to a higher ranked position shall be placed on the lowest salary step of the new title that will ensure a minimum of a three percent (3%) annual pay raise over his previous title and step. In no event shall step placement under these circumstances result in an employee exceeding the maximum rate established on the salary scale for the new title.

Light Equipment Operator - If, after eight (8) years of satisfactory service, and having necessary license (MA Hydraulic license) and ability to operate required equipment, a Light Equipment Operator will be upgraded to Heavy Equipment Operator. This provision is subject to the grievance/arbitration clause of the Collective Bargaining Agreement.

Foremen - Foreman, Landfill; Foreman, Highway; Foreman, Tree/Cemetery; and Foreman, Parks/Grounds shall all be paid at the same rate.

7/1/90; 7/1/94; 7/1/97; 7/1/98; 7/1/01; 7/1/04; 7/1/07; 7/1/13; 7/2/15

ARTICLE XXII SENIORITY

- A) The length of service of the employee since his most recent date of hire, within each classification in the bargaining unit shall determine the seniority of the employee.
- B) The principle of qualification and seniority shall govern and control in all cases of promotion within the bargaining unit, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period and overtime. In cases of promotions, the term qualification shall be interpreted to include, but not be limited to, call back record; attendance; and disciplinary record.
- C) If in the sole opinion of the Director of Public Works any new job or promotional vacancies shall exist, then same shall be posted on appropriate bulletin board for a period of no less than three (3) working days. Any interested employee may then apply for said new job or promotional vacancy in writing to the Director of Public Works.
- D) For purposes of the assignment of overtime, vacation periods, promotions and assignments to shift work, such matters shall be determined within the separate divisions involved. Overtime shall be assigned in accordance with the provisions of Article IX.

7/1/01; 7/1/07

ARTICLE XXIII LONGEVITY

The following Longevity shall be paid to permanent employees covered by this Agreement who were hired before July 1, 1988 and have served continuously in the service of the Town of Sudbury: after six (6) years an additional two percent (2%); after ten (10) years an additional one percent (1%); after fifteen (15) years an additional one percent (1%).

Any employee hired after July 1, 1988 shall not be entitled to the Longevity payment set forth above, but rather will be entitled to the longevity plan set forth in the Personnel Administration Plan. However, in no event will a new employee's longevity be reduced from the Plan amount effective as of June 13, 1988.

7/1/88; 7/1/97

ARTICLE XXIV
MEAL PERIODS

All employees shall be granted a meal period of one-half (½) hour's duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift. The Employer shall furnish a meal to any employee who is requested to and does work four (4) hours beyond his regular shift. The employee shall be furnished meals every four (4) hours thereafter while he continues to work. In the event the Employer is unable to furnish meals, the employee shall be granted time off to eat and the Employer shall compensate the employee the cost of the meal not to exceed twelve dollars and twenty five cents (\$12.25) per meal in FY11, twelve dollars and fifty cents (\$12.50) per meal in FY12 and twelve dollars and seventy five cents (\$12.75) per meal in FY13. The one-half hour lunch period shall not be counted as a work hour. Meal money shall continue to be paid when an employee is expected to continue working into straight time due to the existence of an emergency.

7/1/88; 7/1/97; 7/1/98; 7/1/01; 7/1/04; 7/1/07; 7/10/10

ARTICLE XXV
MISCELLANEOUS PROVISIONS

Bulletin Boards: Announcements shall be posted in conspicuous places where employees enter and leave premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Inoculations: The Town will continue its practice of providing employees with certain inoculations at Town expense.

Civilian Complaints: The Parties agree that anonymous civilian complaints are not favored as the sole grounds for the imposition of discipline on bargaining unit members. In keeping with that shared view, the Town agrees that when a civilian complaint is made, the civilian will be asked to place such complaint in writing, including in the complaint the place, date, time and nature of the conduct complained of. The civilian shall be asked to sign the complaint. The Town reserves the right to discipline employees as that right is established elsewhere in the collective bargaining agreement.

7/1/07

ARTICLE XXVI
SEVERABILITY

Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII
ACCESS TO PREMISES

The Employer agrees to permit representatives of the Laborers' International Union of North America AFL-CIO and/or Local Union #1156 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

It is agreed that Union meetings or assemblies shall not be held on Town property during working hours and prior approval must be granted by the Superintendent or his designee.

ARTICLE XXVIII
GRIEVANCE AND ARBITRATION PROCEDURE

For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Step 1. A grievance must be presented in writing within three (3) working days of the time of the occurrence of the alleged contract violation or within three (3) days from the time the employee should have reasonably acquired knowledge of the incident giving rise to the contract violation to the Director of Public Works.

Step 2. If no agreement between the Union and the Director of Public Works is reached the grievance shall be appealed within five (5) days from the date of the Director of Public Works' decision to the Town Manager, who has ten (10) calendar days (exclusive of Saturdays, Sundays and Holidays) to act on said grievance. Failure by the Town to act on any step of this grievance procedure shall be construed as a decision favorable to the Employer.

Step 3. If the grievance is still unsettled, either Party may, within fifteen (15) days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the Parties fail to select an arbitrator, the State Mediation and Conciliation Service or the American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The parties requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the Parties unless a Court of Law shall rule that the arbitrator has usurped the functions of the Town or the proper exercise of its judgment and discretion under law and this Agreement.

The arbitrator shall be without power or authority to modify, add to, alter, subtract from or change the terms of this Agreement.

The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either Party desires a verbatim record of the

proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other Party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at Step One. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employees.

No arbitrator's decision or award can be retroactive beyond three (3) days prior to the Commencement of the grievance at Step One.

The grievance as stated in the original grievance shall constitute the sole and entire subject matter to be heard by the arbitrator.

7/1/94; 7/1/97; 7/1/01; 7/1/04

ARTICLE XXIX SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this Agreement is not a part of this Agreement. Any matter not covered by this Agreement shall have been considered to have been brought up at negotiations but later withdrawn and/or resolved.

ARTICLE XXX 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.

ARTICLE XXXI TRAINING AND LICENSES

Section 1. For any mandated job-connected courses, the Town will allow time off and will reimburse the employee for the cost of the course and textbooks.

Section 2. The Town will reimburse each employee for all job-connected license costs, including license renewals.

Section 3. All employees shall be required to advise the Town in the event of any loss of license by the employee.

Section 3A.

CDL License:

All employees must have a valid CDL license as a condition of employment. Without a CDL license, an employee cannot perform the essential functions of the job. CDL licenses are to be renewed every five (5) years, or as often as required, based upon state and federal requirements, but not to exceed five (5) years.

CDL Renewals:

If Union members do not have a valid CDL license, disciplinary action will be taken up to and including termination of employment with the Town of Sudbury. If the CDL license is anticipated to be received within a two to three week period, the DPW Director, may instead choose at his/her discretion, to suspend the employee, without pay, for that two to three week period until they receive the renewed CDL license. If the CDL license is not received within the aforementioned timeframe, the employee will then be terminated from employment with the Town of Sudbury.

Hoisting License:

Heavy Equipment Operators are required to have a valid hoisting license as well as a valid medical certificate.

Hoisting License Renewals:

All employees should apply for renewal of licenses immediately after receiving notification that their license needs to be renewed, but no later than three business days upon notification from the state. Employees must keep records to be able to prove they responded immediately to the notification and took all steps necessary to prevent expiration of license and medical certificate.

If an HEO takes every initiative to renew hoisting license and medical certificate and the license/certificate is not received before the expiration date, the employee will still continue as an HEO for a period of 30 calendar days but must not use any equipment requiring said license/certificate. If after 30 calendar days the license/certificate has still not been received the DPW Director will review the situation.

However, if an HEO does not have a valid hoisting license or medical certificate AND is not able to prove that the state is at fault, the employee will be demoted to a Light Equipment Operator (LEO) if the Town has a need for a LEO as determined by the DPW Director for a period not to exceed four weeks. The employee will be restored to HEO level once the license/certificate is received and presented to the DPW Director. If after four weeks, the employee still had not received the hoisting license or medical certificate, then further disciplinary action will be taken up to and including termination of employment with the Town.

Section 4. The Town will reimburse any employee for the testing costs remitted to the Department of Public Safety and/or outside training/testing facility pre-approved by the Director of Public Works to obtain a Hoisting License. The Town will also pay for Hoisting License renewals. For classes related to their license, every effort should be made to take the class during regular scheduled work day. The employee should take advantage of the free courses offered by MIIA or other sources of training, as pre-approved by Director of Public Works. They will not be paid for training taken outside of their normally scheduled work week.

Section 5. When a full-time Town employee takes a course with the prior approval of his department head, and when the course has a functional relationship to the employee's job, the Town will reimburse eighty percent (80%) of the cost of the course and textbooks if the employee receives a grade "B-" or better. Courses are limited to two (2) per semester and six (6) per year.

7/1/88; 7/1/94; 7/1/97; 7/1/07; 7/1/13; 7/2/15

ARTICLE XXXII
LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established to meet periodically to discuss matters of mutual concern including, but not limited to, 1) LIUNA supplementary pension; 2) non-union personnel rates for snow plowing; and 3) feasibility of Earned Time Program for all time off.

7/1/98

ARTICLE XXXIII
CREW LEADERS AND FOREMEN

Section 1. There shall be established four Crew Leader positions, which shall be bargaining unit positions. These positions shall be assigned at their inception as follows. Two shall be assigned to the Cemeteries and Trees/Parks and Grounds Division, with one being assigned to work in the area of Cemeteries and Trees and the other shall be assigned to work in the area of Parks and Grounds. The additional two Crew Leaders shall be assigned to the Highway Division, with one working in the area of drainage and one working in the area of maintenance and construction. There shall be an annual stipend for the Crew Leader positions as shown on the Salary Plan under Article XXI. Subsequent to the initial establishment of the position of Crew Leader, a fifth Crew Leader position was added, which position was assigned to the Transfer Station.

Section 2. The Crew Leaders shall be assigned to on-call status for one week periods and on a rotating basis between April 1 and November 1. Such on-call Crew Leader shall be responsible for coordinating department response to such things as motor vehicle accidents; downed trees and other public safety issues. The Crew Leader shall be compensated for a minimum of four (4) hours for each instance of duty. However, to the extent that various matters require the attention of the Crew Leader on a particular day, such Crew Leader shall not be compensated for multiple issues during the same four hour period. The Crew Leader shall be compensated by payment of a stipend equivalent to sixteen (16) hours' pay at his regular rate of pay for those weeks he is on call.

Section 2. Clarification on callback for unanticipated public safety issues:

When crew leaders or foremen are on call, they are expected to promptly report for duty and stay until no longer needed for any unanticipated public safety issues that cause an unsafe condition as determined by the Sudbury Police Department or the Director of Public Works.

Parades are not considered unanticipated public safety issues, as signup for parade overtime are posted. However, if overtime posting for a parade is not filled with sufficient personnel as determined by the Director of Public Works or his designee or the Sudbury Police Department, or work is greater than was originally estimated for a parade, on-call crew leader or foreman will be called in. Other unanticipated public safety issues include but are not limited to, flooding, storms and other unexpected occurrences. Overtime staffing for such unanticipated safety issues shall be determined by the Sudbury Police Department or the DPW Director.

If after being called in by the Sudbury Police Department or the Director of Public Works for an unanticipated public safety issue, crew leaders or foremen leave when they are still needed, they will only be paid for time worked and will be subject to disciplinary action.

Section 3. The Foremen shall be assigned to on-call status for one-week periods on a rotating basis between November 1st and April 1st. Such on-call Foremen shall be responsible for coordinating department response to such things as motor vehicle accidents, downed trees and other public safety issues. The Foreman shall be compensated by payment of a stipend equivalent to sixteen (16) hours' pay at his regular rate of pay for those weeks he is on call.

7/1/01; 7/1/04; 7/1/07; 7/1/13

ARTICLE XXXIV VEHICLE USE

Incumbent Foremen as of July 1, 2007 shall continue to have use of a Town-owned vehicle which may be used for purposes of commuting to and from work and to their private residences. In the future, any newly appointed Foreman will not have use of a Town-owned vehicle for commuting to and from work. In addition, effective on July 1, 2008, two of the Town's Crew Leaders will permanently lose the use of a Town-owned vehicle for commuting to and from work. Effective on July 1, 2009, the three remaining Crew Leaders will permanently lose the use of a Town-owned vehicle for commuting to and from work. The elimination of the use of Town-owned vehicles by Crew Leaders shall be implemented in the reverse order of the Crew Leader's hiring dates as Crew Leaders. In addition, no Crew Leader hired in the future shall have use of a Town-owned vehicle for commuting to and from work.

Effective on July 1, 2010, the Master Mechanic will no longer have the use of a Town-owned vehicle for commuting to and from work. With prior approval and at the discretion of the Director, the Master Mechanic may be authorized to take a Town-owned vehicle home for commuting to and from work if storm events are forecast or in such other circumstances as deemed appropriate by the Director. The Town has agreed to make a one-time payment of One Thousand Dollars (\$1,000 to the incumbent Master Mechanic in consideration of the permanent loss of the use of the vehicle. Such payment shall be made in one of the first two payrolls of FY11.

7/1/07; 7/1/10

ARTICLE XXXV DRUG TESTING

It is acknowledged by the bargaining unit that the Town will test employees for drugs and alcohol in accordance with the Town of Sudbury Alcohol and Drug Policy agreed to by the parties on November 20, 1996 and revised on 7/1/13 pursuant to the federal Omnibus Transportation Employee Testing Act of 1991 and rules and regulations issued thereunder, as they may be amended from time to time, by the U.S. Department of Transportation.


7/1/07; 7/1/13

ARTICLE XXXVI
DURATION

This agreement shall be a two year and one day contract and shall remain in full force and effect commencing July 2, 2015 through June 30, 2018, subject, however, to the ratification and implementation by the Town Meeting of the Town of Sudbury where necessary to amend any inconsistent Personnel Bylaw and to furnish necessary funds. Either Party may reopen the agreement, limited to wages, benefits and working conditions, by giving written notice to the other Party by October 1 prior to the expiration date.

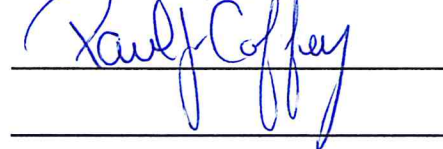
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers and representatives as of the day and year first written above; dated 7/5/16.

For the TOWN OF SUDBURY




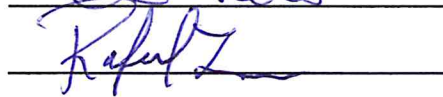
Town Manager

For MASS. LABORERS'
DISTRICT COUNCIL



LOCAL UNION #1156





7/1/04; 7/1/07; 7/10/10; 7/1/13; 7/2/15