

**Memorandum of Agreement  
Between the Town of Sudbury and the  
Association of Engineers, Architects and Draftsmen  
Local #105 of the International Federation of  
Professional and Technical Engineers, AFL-CIO**

The Town of Sudbury (Town) and the Sudbury Association of Engineers, Architects and Draftsmen, Local #105 of the IFPTE (hereinafter the "Union"), hereby agree to a successor to the current collective bargaining agreement dated July 2, 2015 to June 30, 2018 collective bargaining agreement to be effective from July 1, 2018 to June 30, 2021.

*ALL ITEMS are tentative until approved by the Board of Selectmen.*

The terms and conditions of the parties' collective bargaining agreement dated July 1, 2015 to June 30, 2018 shall remain in effect, except as modified below:

**Item A: Article IX Section 1 Salary Schedule** shall be amended to reflect the following changes:

Effective 7/1/18, all steps on the salary schedule shall be increased by one percent (1%);

Effective 7/1/19, all steps on the salary schedule shall be increased by two percent (2%);

Effective 7/01/20, all steps on the salary schedule shall be increased by one and one-half percent (1 1/2 %),

Effective 6/30/21, at 11:59 pm so that there shall be no financial impact in fiscal year 2021, all steps on the salary schedule shall be increased by one percent (1%)

**Item B: Article XIV Sick Leave**

Add: Section 8.

Effective July 1, 2018, bargaining unit members will be allowed to use six (6) days of their annual twelve (12) days sick time per fiscal year to provide care for a sick member of his/her household. For any use of three or more consecutive days a doctor note shall be required.

**Item C: Add New Article: Personal Days**

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

>These days cannot be carried over as a personal day from one fiscal year to the next;

>These days cannot be bought back as a personal day;

>These days will not be paid upon termination of employment.

**Item D: Article VIII Holidays**

The Day after Thanksgiving shall be added to the list of Holidays.

**Item E: Add New Article: Install GPS units in all DPW vehicles**

All members of the Union who are authorized to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device

will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other relevant information to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of federal, state or local law.

Tampering with any GPS tracking equipment is expressly prohibited by the policy and may subject an employee to disciplinary action by the Town.

**Item F: Add New Article: Drug Testing**

All covered employees shall be subject to testing for alcohol and drugs after any auto or work related accident immediately following the incident.

*Post-accident*

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

If a workplace accident occurs causing injury to an employee or damage to property under circumstances that raise a question about possible substance abuse, the employee may likewise be subject to substance abuse testing.

A work place accident shall include any vehicular accident or any workplace accident involving Town equipment or personnel. A drug/alcohol test shall be administered if there is reasonable in basis to determine that drug use could in whole or in part be the cause of the accident. A drug test shall be administered if there is an accident causing a fatality, injuries requiring a physician or emergency room visit, police citations or damages to public or private property over \$1500.

**Item G: Amend Article XVIII Clothing Allowance**

Amend Section 1: The Town will provide \$800 allowance annually effective July 1, 2018.

Amend Section 2: Checks shall be issued once annually for the clothing allowances.

Eliminate Section 3 the process of submitting receipts and tracking uniform and protective clothing purchases.

Include the need to wear protective footwear (safety toe boots).

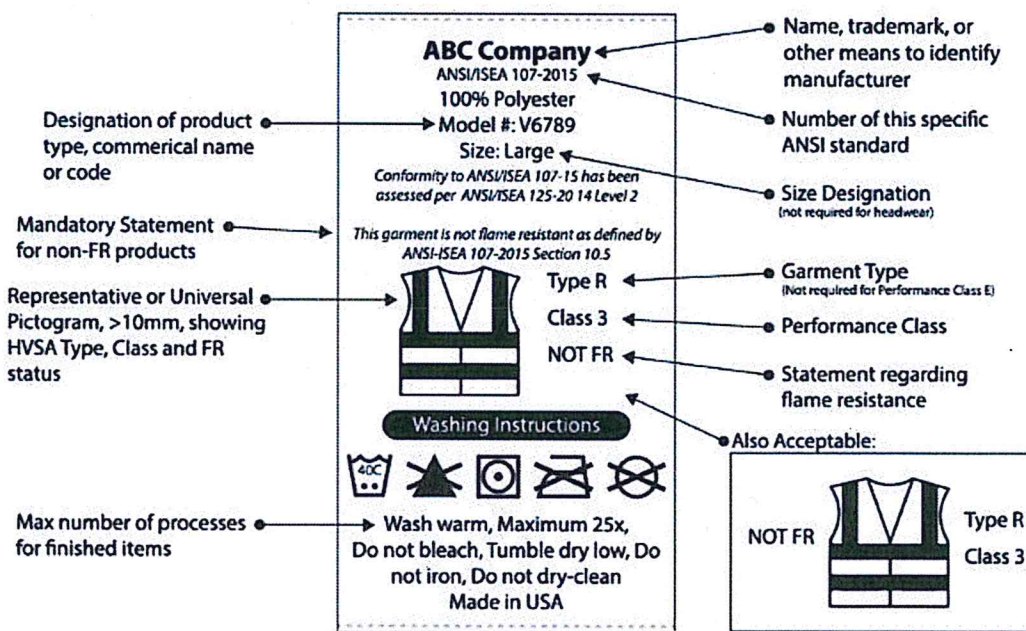
Include **High Visibility Apparel** Memo from Director 5/2017 into contract:

### High-Visibility Apparel

The purpose of this memorandum is to establish standards for improving employee safety by identifying work environments where employees shall wear high-visibility clothing and what minimum type of high-visibility clothing is required. It is also my intention to comply with the requirements set forth in the Manual of Uniform Traffic Control Devices (MUTCD), as amended, requiring high visibility clothing around vehicles, work zones and construction equipment. The revised MUTCD, published by the U.S. Department of Transportation's Federal Highway Administration (FHWA), requires workers, including emergency responders, along highway rights-of-way or in work zones to wear high-visibility apparel whenever they are exposed to moving traffic, work vehicles or construction equipment within a Temporary Traffic Control (TTC) zone. The apparel must meet Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004, the *American National Standard for High Visibility Safety Apparel and Headwear* (Also refer to 23 CFR Sec. 634).

The principles driving this memorandum include a conscious commitment to your safety and to convey a consistent professional image to the community that is recognizable, neat, and official in appearance while providing a visual identification of a Town of Sudbury Public Works employee. At this point all Sudbury Public Works Department employees shall, at all times (in traffic areas/work zones)<sup>1</sup>, while on official Town of Sudbury business, wear High-Visibility ANSI-Class 2 (minimum) or Class 3 shirts/sweatshirts/jackets.

At this time, my expectation is to see all employees wearing the required ANSI-Class 2 (minimum) or Class 3 lime-colored apparel from the point at which the above items are distributed to the staff. If you do not have the opportunity to purchase lime-colored ANSI-Class 2 (minimum) or Class 3 tee-shirts, long sleeve shirts or sweatshirts, etc., then you shall be expected to wear the Town-issued ANSI-Class 2 vest or other outer garment with a ANSI-Class 2 (minimum) or Class 3 designation as mentioned above (see sample classification tag below).



<sup>1</sup> With the exception of the cemetery crew, out of respect for the deceased, when involved in an interment.

With the pending construction season approaching, I encourage you to use your clothing allowance to purchase lime-colored ANSI Class 2 (minimum) or Class 3 apparel to make the transition to this standard as soon as possible. I realize that it will not be feasible to purchase all new clothing to meet this standard in one clothing allowance disbursement; however, I am notifying you that this change is imminent. I prospect that all members of the Public Works Department will have purchased the required lime-colored ANSI-Class 2 (minimum) or Class 3 reflective attire (tee-shirt, long-sleeve shirt, sweatshirt, jacket, etc.) by October 2017. In the meantime, and in lieu of the ANSI-Class 2 or Class 3 specific attire, an ANSI-Class 2 compliant lime-colored vest will be provided by the Department. Additionally, in accordance with Article X entitled '*Uniforms and Protective Clothing*' of the current Agreement between the Town of Sudbury and the Local #1156 Laborer's International Union of North America the Town will purchase and subsequently issue Class 3 raingear (jacket & pants).

In an effort to clearly identify and easily recognize the department, the above-issued items will be printed with the following designation:

**Article XXXIV - DURATION OF AGREEMENT**

The agreement will be effective for a period from July 1, 2018 through June 30, 2021.

Duration


Article XXXVIII: Replace "July 2, 2015 through June 30, 2018" with: "July 1, 2018 through June 30, 2021."

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


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

Signed this 5<sup>th</sup> day of Sept 2018

For the Town of Sudbury:

  
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For the Union:

  
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<b>Engineering Grid - FY19</b>							
<b>All steps increased by 1%</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
E1 Eng Aide I	39,868	41,069	42,304	43,569	44,883	46,229	48,293
E2 Eng Aide II	45,847	47,221	48,645	50,098	51,604	53,154	55,527
E3 Eng Aide III	52,728	54,303	55,934	57,610	59,342	61,121	63,850
E3 Eng Aide III w/ Liaison to Planning	55,362	57,018	58,730	60,492	62,309	64,177	67,042
E4 Jr. Civil Eng	60,630	62,447	64,323	66,254	68,240	70,287	73,427
E5 Civil Eng	68,208	70,267	72,371	74,541	76,774	79,078	82,611
E6 Sr. Civil Eng	72,335	74,507	76,744	79,047	81,410	83,854	87,599
E7 Asst Town Eng	85,079	87,630	90,261	92,969	95,758	98,632	103,038

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

<b>Engineering Grid - FY20</b>							
<b>All steps increased by 2%</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
E1 Eng Aide I	40,665	41,890	43,150	44,440	45,781	47,154	49,259
E2 Eng Aide II	46,764	48,165	49,618	51,100	52,636	54,217	56,638
E3 Eng Aide III	53,783	55,389	57,053	58,762	60,529	62,343	65,127
E3 Eng Aide III w/ Liaison to Planning	56,469	58,158	59,905	61,702	63,555	65,461	68,383
E4 Jr. Civil Eng	61,843	63,696	65,609	67,579	69,605	71,693	74,896
E5 Civil Eng	69,572	71,672	73,818	76,032	78,309	80,660	84,263
E6 Sr. Civil Eng	73,782	75,997	78,279	80,628	83,038	85,531	89,351
E7 Asst Town Eng	86,781	89,383	92,066	94,828	97,673	100,605	105,099

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

<b>Engineering Grid- FY21</b>							
<b>All steps increased by 1.5%</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
E1 Eng Aide I	41,275	42,518	43,797	45,107	46,468	47,861	49,998
E2 Eng Aide II	47,465	48,887	50,362	51,867	53,426	55,030	57,488
E3 Eng Aide III	54,590	56,220	57,909	59,643	61,437	63,278	66,104
E3 Eng Aide III w/ Liaison to Planning	57,316	59,030	60,804	62,628	64,508	66,443	69,409
E4 Jr. Civil Eng	62,771	64,651	66,593	68,593	70,649	72,768	76,019
E5 Civil Eng	70,616	72,747	74,925	77,172	79,484	81,870	85,527
E6 Sr. Civil Eng	74,889	77,137	79,453	81,837	84,284	86,814	90,691
E7 Asst Town Eng	88,083	90,724	93,447	96,250	99,138	102,114	106,675

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

<b>Engineering Grid</b>							
<b>Effective 06/30/21 at 11:59pm so that there shall be no financial impact in FY21</b>							
<b>All steps increased by 1%</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
E1 Eng Aide I	41,688	42,943	44,235	45,558	46,933	48,340	50,498
E2 Eng Aide II	47,940	49,376	50,866	52,386	53,960	55,580	58,063
E3 Eng Aide III	55,136	56,782	58,488	60,239	62,051	63,911	66,765
E3 Eng Aide III w/ Liaison to Planning	57,889	59,620	61,412	63,254	65,153	67,107	70,103
E4 Jr. Civil Eng	63,399	65,298	67,259	69,279	71,355	73,496	76,779
E5 Civil Eng	71,322	73,474	75,674	77,944	80,279	82,689	86,382
E6 Sr. Civil Eng	75,638	77,908	80,248	82,655	85,127	87,682	91,598
E7 Asst Town Eng	88,964	91,631	94,381	97,213	100,129	103,135	107,742

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