

AGREEMENT
BETWEEN
TOWN OF SUDBURY, MASSACHUSETTS
AND
ASSOCIATION OF ENGINEERS, ARCHITECTS
AND DRAFTSMEN, LOCAL 105
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, AFL-CIO
July 1, 2018 – June 30, 2021

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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 Association of Engineers, Architects and Draftsmen, Local 105, IFPTE, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours of work and other conditions of employment for all engineers and engineering employees in the Engineering Department excluding the Town Engineer, clerks, co-op students, managerial and confidential employees, and all other employees of the Town, in accordance with Massachusetts Labor Relations Commission Certification Case No. MeR - 2904 dated September 19, 1979.

ARTICLE II
MANAGEMENT RIGHTS

Except as otherwise provided by this agreement, all rights, functions, and prerogatives of the Employer formerly exercised by the Employer remain vested exclusively in the Employer. These rights whether exercised or not, include, without being limited to, all rights and powers given the Employer by law, the right to operate, manage and control the department and its activities and to direct and control the work of its employees; to determine the hours, schedules and assignments of work; to require such standards of performance as it may deem appropriate and to maintain discipline, order and efficiency; to determine methods and procedures and to direct and evaluate the employees; the right to obtain from any source and to contract and subcontract for materials, supplies and equipment; the right to select, hire, suspend, evaluate, transfer, promote and demote employees; the right to discharge or suspend for just cause; the right to require reasonable overtime work; the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations, safety measures and any other matters.

ARTICLE III
EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have the right, and be protected in the exercise of their rights as set forth in Chapter 150E, to freely and without fear of penalty or reprisal: form, join or assist employee organizations; hold office and participate in the management of the Union; act in the capacity of Union representative; engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; or 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 be free 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. Alleged violations of this section shall be processed through the Massachusetts Labor Relations Commission.

Section 2. A Union officer and/or steward with due consideration to his work requirements shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances.

ARTICLE IV
GRIEVANCE AND ARBITRATION

Section 1. A Grievance is a complaint alleging a violation of a provision of this agreement.

Section 2. The Employer and the Union expect employees and supervisors to make sincere efforts to reconcile their differences. The following procedures are established for settlement of grievances:

- A. The employee's grievance must contain the following information:
1. The name of the grievant.
 2. A written statement of the grievance citing the specific provision of the agreement which has been violated.
 3. Remedial action taken and relief sought.
 4. Evidence, documentation if available to support the grievance.

ARTICLE IV (cont.)

A grievance shall be processed in the following manner and time limits set forth are maximum. Time limitations may be waived or extended by mutual agreement in writing by both parties. An aggrieved employee or employees may have a Union representative of his choice at and participating in any level of the following procedure:

Step 1. The employee or his Union representative must notify the Department Head *in* writing within 10 working days after the alleged violation or the employee's knowledge thereof. The Department Head shall meet with the aggrieved employee and/or his Union representative and must make a decision within ten (10) working days after receipt of said grievance.

Step 2. If no agreement is reached between the employee and his/her union representative and the Director of Public Works, the grievance shall be reduced to writing and a meeting with the Town Manager shall be requested within fourteen (14) working days after the decision of the Department Head. Further discussion will at that point take place in an attempt to settle said grievance. Within fourteen (14) days after referral to the Town Manager a decision shall be rendered by the Town Manager.

Step 3. In the event that the above step(s) fail to satisfy the grievance, and at the request of either party, the grievance shall be submitted within twenty-one (21) days from the decision of the Selectmen to the American Arbitration Association.

Step 4. Arbitration. The American Arbitration Association shall be requested to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules. Any arbitration hereunder shall be initiated and conducted in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules.

No grievance shall be subject to arbitration unless the grievance, as stated in the request for arbitration filed with the American Arbitration Association, claims an express violation of a provision of this Agreement. Neither party shall have a right in arbitration to obtain, and the arbitrator shall be without power or authority to make, any decision which violates or which would alter, add to, detract from or modify the terms of this Agreement.

Unless the parties otherwise agree, (1) each grievance shall be processed separately in any arbitration proceedings hereunder; and (2) attendance at the hearings before the arbitrator shall be limited to witnesses and authorized representatives of the grievant, and the Town.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, conclusion and award. The arbitrator shall be bound by the provisions of this Agreement, and he shall not have any authority to determine violations of law, or to add to, subtract from, modify or otherwise change any of the terms or provisions

ARTICLE IV (cont.)

of this Agreement. The decision of the arbitrator, if within the scope of this power and authority under this Agreement, shall be final and binding upon the parties.

The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings and shall be limited to the question or questions submitted. In determining whether there is an express violation of a provision of this Agreement, it is agreed that the primary criterion to be applied is the meaning of the express language in the Agreement.

The fees and expenses, if any, of the arbitrator shall be borne equally by the parties.

7/1/97 (7/1/94; 7/1/82; 11/17/80)

ARTICLE V **STRIKES AND WORK STOPPAGES**

Section 1. It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by any employee during this agreement.

Section 2. Should an employee engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services from the Employer, such employee shall be subject to disciplinary action.

ARTICLE VI **HOURS OF WORK**

Section 1. The regular work week shall consist of forty (40) hours, Monday through Friday inclusive. The regular work day shall consist of 8 Hours commencing at 7:00 a.m. and ending at 3:30 p.m. Any change in the general starting and quitting time schedule shall be the subject of negotiations between the Town and the Union.

Section 2. Scheduled day and fault of his own, cable rate. Any employee who reports for work on a regularly is informed by the Town that he cannot work through no shall be guaranteed eight (8) hours pay at the applicable rate.

ARTICLE VII
OVERTIME

Section 1. Reasonable overtime shall be expected of all employees when requested by the Employer.

Section 2. In the event that overtime is required, an employee who works overtime shall receive time and one-half his base rate of pay for all hours in excess of eight (8) hours in one day or forty (40) hours in one week. The base rate of pay shall not include career incentive, longevity or any other benefit.

Section 3. Employees required to attend Board or Town meetings, following their completion of their work day, shall be paid at their overtime rates.

Section 4. There will be a four-hour minimum call-back.

Section 5. Overtime shall be distributed as fairly and equitably as possible.

Section 6. If an employee is required to work beyond eight (8) hours in one day, then the employee shall receive a \$7 meal allowance.

Section 7. Attendance at meetings during the work-day, whether directed or volunteered for and approved, will be subject to regular compensation and benefits. Attendance at meetings before or after the work-day will be subject to overtime compensation only if directed.

7/1/97 (7/1/88)

ARTICLE VIII
POSITION CLASSIFICATION AND DESCRIPTION

Section 1. Position classification covered by this Agreement shall include the following:

Assistant Town Engineer - E7
Senior Civil Engineer - E6
Civil Engineer - E5
Junior Civil Engineer - E4
Engineering Aide III - E3
Engineering Aide II - E2
Engineering Aide I - E1

Section 2. The position descriptions for the above classifications shall be furnished to the Union, upon agreement.

Section 3. The above classifications shall be graded as shown and shall also become a part of the salary structure set forth in Appendix A.

Section 4. Employees, who are asked to work in a higher classification, shall be paid the salary of the higher classification for all time worked in said higher classification. In the case of emergencies, employees, who are asked to work in a higher classification, shall be paid the salary of the higher classification for all time worked in said higher classification for more than one (1) day.

Section 5. In connection with Section 2 above, see side letter, dated June 28, 1982, from Richard E. Thompson, Executive Secretary, relative to position descriptions, as amended by memo of September 8, 1988 and voted by the Board of Selectmen on August 29, 1988.

7/1/94 (7/1/82)

ARTICLE IX
SALARY STRUCTURE

Section 1. All employees shall be paid in accordance with the attached Salary Structure. (See Appendix A), which reflects the following changes:

Effective 7/1/2018, 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%)

Section 1 (a). 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.

Section 2. For all classifications E1 through E7, an employee shall advance to the next higher step within a classification based upon satisfactory performance as determined by the Director of Public Works. The duration of continuous service in the steps are as follows: Step 1: six months. Step 2-6: One year of continuous service within salary step.

Section 3. The Director of Public Works with the approval of the Town Manager may promote or upgrade any employee from any step of an existing classification to a higher step within that classification or to the appropriate step of a higher classification without a decrease in pay based on merit, skill and ability.

All employees shall be reviewed annually in this regard by the Director of Public Works. The Director of Public Works shall discuss said review with each employee upon its completion.

7/1/13 (7/1/10 7/1/07 7/1/97 7/1/82), 7/2/15, 7/1/18

ARTICLE X
SENIORITY

Section 1. Seniority shall be considered the length of an employee's continuous full-time service within the Town of Sudbury. The Director of Public Works shall establish a seniority list of employees. Said list shall be posted for a minimum period of thirty (30) days commencing January 31st of each fiscal year.

7/1/97

ARTICLE XI
BEREAVEMENT LEAVE

Section 1. 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 a close member of the employee's family, i.e., his spouse, and child, parent, brother, sister or grandparent of either spouse.

Section 2. In the event the death occurs out-of-state, of excused absence may be granted the employee with the Department Head and the Town Manager.

7/1/84

ARTICLE XII
VACATIONS

Section 1. Employees shall be entitled to a vacation with pay in accordance with the following schedule:

FIRST FISCAL YEAR OF EMPLOYMENT Date of Employment	PAID VACATION Entitlement
July or August (continuous)	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 the fiscal year as follows:

YEARS OF CONTINUOUS TOWN SERVICE	PAID VACATION ENTITLEMENT
1 through 3	2 weeks
After three (3) years of continuous service	2 weeks + 2 days
After five (5) years of continuous service	3 weeks
After eight (8) years of continuous service	3 weeks + 2 days
After ten (10) years of continuous service	4 weeks
After twenty (20) years of continuous service	5 weeks

Vacation entitlement may not be carried forward from one year to the next. However, an employee may request permission from the employer for the opportunity to carryover his or her vacation. This permission will be at the discretion of the employer on a case-by-case basis. In no event will permission be allowed if the carry-over interferes with the best interest of the Town or proper coverage of the Town; however, permission will not be withheld unreasonably. Leave granted to temporary military service may not be charged against an employee's vacation without his consent.

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 July 1 through June 30.

Section 2. In the event of conflicting scheduling of vacation where a problem exists, vacation shall be granted in accordance with seniority, subject to the approval of the Department Head.

Section 3. Any employee eligible for vacation may take his or her vacation one day at a time. Individual vacation days or vacation periods of less than one week require a 48-hour notice. Vacations of one week require a prior notice of one week. Vacations of more than one week require a prior notice of two weeks. All vacation time is subject to the approval of the Department Head. Such approval shall not be unreasonably withheld.

Section 4. Employees released from employment shall be granted pay for unused vacation time for the current vacation period.

Section 5. Upon the death of an employee who is eligible for a vacation under the provisions hereof, payment shall be made to the beneficiary designated by the employee for Town insurance purposes in an amount equal to the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

7/1/07 (7/1/04 7/1/94; 7/1/88; 7/1/82)

ARTICLE XIII **HOLIDAYS**

Section 1. Employees covered by this agreement shall receive one day of regular straight time pay at straight time rate in lieu of work for the day on which each of the following are observed by the Commonwealth as holidays:

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

If a sick day is taken on the day immediately before or the day immediately following a holiday, no holiday pay will be given without the specific approval of the department head.

When one of the foregoing holidays falls on Sunday such an employee shall be entitled to time off with pay on the following Monday. If it should fall on a Saturday, he shall be entitled to time off with pay on the preceding Friday. Or, if such holiday falls during his vacation, such employee shall be entitled to equal time off with pay at a time approved by his department head. If, due to an emergency, he is

required to work on a holiday, the employee is to be paid at a double time rate for such time worked (4 hours minimum).

7/1/86, 7/1/18

ARTICLE XIV
SICK LEAVE

Section 1. All employees will be granted twelve (12) days as each July 1, to be used as sick leave, with no loss of pay. A total accumulation will be a maximum of one hundred and twenty (120) days.

Section 2. Upon retirement or death, an employee will be paid of fifty percent (50%) of the accumulated sick leave at his current rate of pay. The maximum allowable benefit under this section shall be fifteen thousand dollars (\$15,000) for all employees hired after January 1, 2009.

Section 3. In order to incorporate this sick leave policy, all members will receive twelve (12) days times the number of years service, less those days used as sick leave.

Section 4. Those employees with less than one (1) year of service as of July 1 will be credited with sick days on a pro rata basis.

Section 5. 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.

Section 6. Appointments with chiropractors and reasonable effort hours. An employee may use sick leave to attend medical professionals such as doctors, dentists, optometrists, provided that the employee makes such appointments during non-working hours.

Section 7. An employee may (but is not required to) use sick days while on family leave (as defined by the Federal Family Leave Act).

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.

7/1/07 (7/1/94 7/1/88) 7/1/18

ARTICLE XV
SICK LEAVE BANK

A Sick Leave Bank shall be created which will be jointly administered by a Committee of one (1) Town designee, one (1) Union designee, and one (1) member to be determined by mutual agreement of the Town and the Union. The joint Committee may establish rules and regulations for the administration and operation of this Bank provided said rules and regulations do not conflict with this Agreement.

To be eligible to use the Bank, an employee must contribute three (3) days of his sick leave each year. Further, an employee must exhaust his own accumulated sick days before he is eligible to use the Bank. The maximum number of bank days any employee may use is twelve (12) times the number of years of his service.

Although employees to be eligible are required to deposit three (3) days per year, the total number of days available in the Bank shall not exceed seven hundred and twenty (720) days.

7/1/01

ARTICLE XVI
LONGEVITY

Section 1.

Longevity shall be paid to all employees covered by this agreement having begun Town service on or after July 1, 1988 in accordance with the Personnel Bylaw.

7/1/88; 7/2/15

ARTICLE XVII
EDUCATIONAL TUITION REFUND

Section 1. Payment for books and tuition for higher education for employees shall continue as follows:

When a full time Town employee takes a course with the prior approval of the Department head, at an accredited college as part of a degree program, when the course or the degree has a functional relationship to the employee's job, the employee shall be reimbursed 80% of the cost of the books, registration, and tuition fees upon the presentation of satisfactory evidence that he has completed the course with a "B U or better, or that portion that was disapproved or not paid by the state or Federal government. Courses are limited to two per semester and six per year.

The determination as to whether or not the degree is functionally related to his job shall be the responsibility of the department supervisor and approved by the Town Manager. When an employee, with the approval of his supervisor and of the Town Manager, attends a job related course, not as part of a degree related program, at an accredited school or professional seminars, or courses, he will be

reimbursed at the rate of 100% for the cost of books, registration and tuition fees, upon the presentation of satisfactory evidence that he has completed the course with a "BI1 grade or better, if grades are given.

When an employee is directed by his supervisor to attend a course as part of his job, the Town will reimburse the employee for all costs associated with attendance, including mileage at the rate approved by Town Meeting. (7/1/82)

Reimbursement as outlined above shall be reduced by any amount to which the employee is entitled under various state and Federal laws.

7/1/01 (7/1/97)

ARTICLE XVIII **CLOTHING ALLOWANCE**

Section 1. The Town shall provide a foul weather gear/clothing allowance to each employee covered by this agreement in the amount of Six Hundred and Seventy-Five Dollars (\$675) effective July 1, 2004; Seven Hundred Dollars (\$700) effective July 1, 2005; and Seven Hundred and Twenty-Five Dollars (\$725) effective July 1, 2006. The Town will provide \$800 allowance annually effective July 1, 2018.

Section 2. Payment for foul weather gear/clothing allowance will be made in the first pay period in August. Checks shall be issued once annually for the clothing allowance. Protective footwear (safety toe boots) are required.

Section 3. An employee shall receive only the appropriate prorated share of the foul weather gear/clothing allowance in the contract year during which his retirement or termination from employment becomes effective.

7/1/18

High-Visibility Apparel

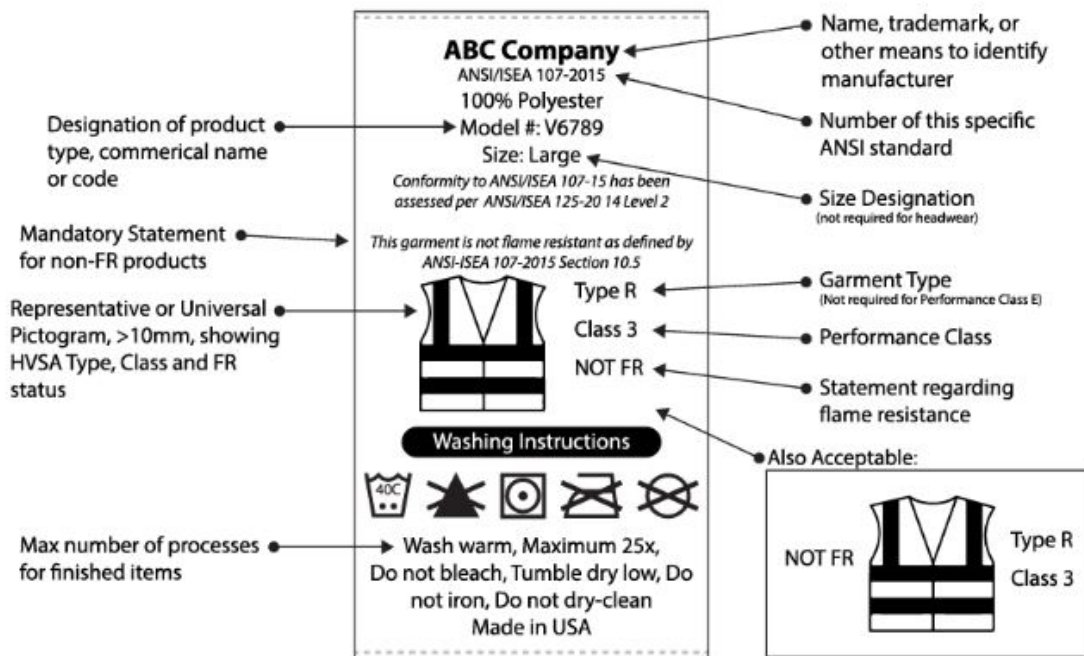
The purpose of this memorandum is to establish standards for improving employee safety by identifying work environments where employees shall wear high-visibility clothing and what minimum type of high-visibility clothing is required. It is also my intention to comply with the requirements set forth 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)¹, 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).

7/1/18



¹ 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 eminent. 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:

7/1/04 (7/1/01; 7/1/97; 7/1/94; 7/1/90) 7/1/18

ARTICLE XIX
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, and the Town shall contribute seventy

five percent (75%) of the premium and the employee shall contribute twenty-five (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.

7/1/13 (7/1/10 7/1/97 7/1/94)

ARTICLE XX **LEAVE OF ABSENCE**

Section 1. Leaves of absence may be granted by the Department Head with the approval of the Town Manager, but shall be without compensation. Leaves of absence in excess of one hundred twenty (120) days duration shall be considered a break in employment, unless a leave beyond one hundred twenty (120) days had been authorized by the Town Manager. Leave of absence will not be granted for use in other employment.

Section 2. An employee granted a leave of absence pursuant to Section 1 shall suffer no loss of seniority and shall accumulate seniority during such leave of absence.

Denial of a leave of absence shall not be subject to grievance and arbitration. The Town will provide the Union with a written statement of its decision should it grant an employee a leave of absence.

7/1/97

ARTICLE XXI **UNION DUES AND SERVICE FEE**

Section 1. Recognizing the fact that all members of the bargaining unit derive benefits from this Agreement, the Town agrees that either membership in the Union or payment of a service fee, shall be a condition of employment during the life of this Agreement and the Town agrees to adopt the provisions of M.G.L.,c.150E,§12.

Section 2. The Town agrees to deduct Union dues and/or agency service fee from the employees who have authorized such deductions in writing and mail said dues/fees with a list of employees from whom dues/fees have been deducted to:

Financial secretary
Local 105, IFPTE, AFL-CIO
294 Washington Street
Boston, MA 02108

Section 3. The Town shall not be responsible and the Union agrees to hold the Town harmless for any actions it takes against any employee as a result of M.G.L.,c.150E,§12.

PROFESSIONAL MEMBERSHIPS

The Town's present practice with regard to membership, registration and/or licensing fees to professional associations and/or societies shall continue in full force and effect during the life of this agreement.

7/1/82 (11/17/80)

ARTICLE XXII **LEAVES FOR UNION BUSINESS**

Section 1. Time off shall be granted to the Union's officers or their designees to attend conventions, seminars and meetings sponsored by the International Federation of Professional and Technical Engineers, AFL-CIO, or the Association of Engineers, Architects and Draftsmen, Local 105. One officer of the Union may attend the aforementioned meetings without loss of pay not to exceed three days per year.

ARTICLE XXIII **ACCESS TO PREMISES**

The Employer agrees to permit a representative of the Association of Engineers, Architects and Draftsmen, Local 105, and/or a representative of IFPTE AFL-CIO, to enter the premises at reasonable times, with the approval of the Department Head to discuss working conditions with individual members of the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees. The approval of the Department Head and/or Town Manager shall not be unreasonably withheld.

7/1/01

ARTICLE XXIV

SAFETY, HEALTH AND WORK ENVIRONMENT

Section 1. The Town agrees to make every effort to provide a safe and healthful work place for all employees. To that end, the Town and the Union agree that a Health and Safety Committee composed of two management and two Union representatives shall meet to discuss the health and safety conditions of employees' work environment. The Committee shall report to the Town Manager before December 1, 1980. Said Safety Committee shall in no way be utilized to bypass the grievance and arbitration procedure.

Section 2. The Town agrees to make every reasonable effort to insure that an employee will not be required to operate equipment or perform duties under conditions which may endanger himself or other employees or cause damage to property. Should a dispute arise concerning said conditions, the dispute shall be referred immediately to the Safety Committee and a resolution of the dispute shall be attempted as soon as possible.

7/1/97

**ARTICLE XXV
WORK OF UNIT**

Section 1. The Town agrees that it will not assign unit work to employees outside of the bargaining unit nor will it assign non-unit work to unit employees without prior consultation with the Union.

**ARTICLE XXVI
DISCRIMINATION**

Section 1. 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 XXVII
MILITARY DUTY**

Section 1. 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 allowances 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 XXVIII
JURY DUTY**

Section 1. If an employee is called to jury duty, and required to be present in court, he shall be entitled to an amount equal to the difference between his normal compensation or pay at straight time and the amount, excluding any travel allowances, received from the court upon presentation of evidence of the amount paid by the Court.

ARTICLE XXIX
RETIREMENT

Section 1. The retirement plan in effect will remain in full force and effect for the term of this Agreement.

ARTICLE XXX
BULLETIN BOARDS

Section 1. A bulletin board will be made available by the Town for the posting of Union notices.

ARTICLE XXXI
REDUCTION IN FORCE

The Town reserves the exclusive right to determine the number of employees within the Engineering Department and to determine the job grades to be retained and/or to be eliminated subject to the terms of the collective bargaining agreement.

When the Town determines to eliminate a position, the person in that position will be laid off. Such person shall have the right to bump out an employee in the next lowest, or other lower, position if such person has the necessary credentials and qualifications to perform the work and if he/she has more seniority.

The Town, however, may vary from the above conditions for layoff where two (2) or more employees are in the same position. Such action shall not take place where either affected employees have in excess of three (3) years seniority. Further, when a variance is to occur the Town will provide an explanation to the Union.

Employees laid off shall be subject to recall to their former positions, or any open lower position for which they are qualified and have the necessary credentials to perform. Such recall rights shall continue for a length of time equal to two and one-half (2 1/2) years.

When layoffs are to occur, it is agreed the Town will consider employees volunteering for such layoffs from among the employees in the Department.

Except in the case of fiscal emergency, the following notice should be given:

- a) When the effective date of layoff is June 30, an effort will be made to notify the initially affected employee(s) by May 1, but no later than June 1

- b) When the effective date of layoff is not June 30, an effort will be made to notify the initially affected employee with thirty (30) days advance notice.

ARTICLE XXXII
SEVERABILITY

Section 1. Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (Federal or State) or should any provision of this Agreement be found to be in violation of any Federal or state law or by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

Section 2. Should any article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision, upon the issuance of such decision, the parties agree to negotiate a substitute for the invalid article, section or portion thereof.

ARTICLE XXXIII
LABOR/MANAGEMENT COMMITTEE

Section 1. A Labor/Management Committee shall be established to meet periodically to discuss matters of mutual concern including, but not limited to, 1) earned time and 2) dispatching for snowplowing in emergencies.

7/1/98

ARTICLE XXXIV
DEFERRED COMPENSATION

The Town will match any contributions made to either of the Town's deferred compensation plans by employees covered by this agreement up to a maximum of two hundred dollars (\$200.00) per covered employee per year. The matching funds will be contributed in accordance with regular Town payroll practices.

7/1/07

ARTICLE XXXV
STIPEND

\$2,000 Annual Stipend effective July 1, 2017 for the individual responsible for stamping and signing land survey plans for recording at the Registry of Deeds.

Payment shall be paid in July of each fiscal year. DPW Director has the sole discretion as to determine who, if anyone, will receive the stipend each year.

Should designated individual leave the employment of the Town during the fiscal year the employee will reimburse the Town on a pro-rated basis.

The new designated employee shall receive a pro-rated stipend for the balance of the fiscal year, subject to the terms above.

Should the Town discontinue requiring the employee to perform said duties during the fiscal year no repayment is required by the employee.

7/2/15

ARTICLE XXXVI
NEW HIRE PROBATIONARY PERIOD

Effective 7/2/15 all New Hires will be placed on probation for a period of one year.

7/2/15

ARTICLE XXXVII
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.

7/1/18

ARTICLE XXXVIII
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.

ARTICLE XXXIX 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.

7/1/18

ARTICLE XL
DURATION OF AGREEMENT

Section 1. The duration of this Agreement shall be from July 1, 2018 through June 30, 2021. Either party wishing to terminate, amend, or modify this Agreement must so notify the other party in writing no later than October 1st prior to the expiration date.

Section 2. In the event that one or both of the parties have given notification of its or their desire to negotiate a new Agreement, within the time limits provided for herein, and no agreement has been reached on the date this Agreement expires, such Agreement shall be extended until such negotiations have been completed and a new Agreement takes effect.

7/1/13, 7/1/18

Signed this date: 3/2/2021

FOR THE TOWN OF SUDBURY

LOCAL 105 NEGOTIATION COMMITTEE

Henry L. Hayes, Jr.
Town Manager



**APPENDIX A
SALARY SCHEDULES**

Engineering Grid - FY19							
All steps increased by 1%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
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.

Engineering Grid - FY20							
All steps increased by 2%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
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.

Engineering Grid- FY21							
All steps increased by 1.5%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
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.

Engineering Grid							
Effective 06/30/21 at 11:59pm so that there shall be no financial impact in FY21							
All steps increased by 1%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
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.