AGREEMENT

BETWEEN

THE TOWN OF SUDBURY

AND

THE SUDBURY SUPERVISORY ASSOCIATION

July 1, 2021 - June 30, 2022

TABLE OF CONTENTS

PREAMBLE	PREAMBLE1
ARTICLE I	RECOGNITION AND BARGAINING UNIT
ARTICLE II	RIGHTS OF MANAGEMENT2
ARTICLE III	EMPLOYEE RIGHTS AND REPRESENTATION2
ARTICLE IV	GRIEVANCE PROCEDURE
ARTICLE V	HOURS OF WORK4
ARTICLE VI	HOLIDAYS4
ARTICLE VII	VACATIONS4
ARTICLE VIII	BEREAVEMENT TIME 6
ARTICLE IX	SICK LEAVE 6
ARTICLE X	STABILITY OF AGREEMENT8
ARTICLE XI	INSURANCE BENEFITS8
ARTICLE XII	UNION DUES9
ARTICLE XIII	ACCESS TO PREMISES9
ARTICLE XIV	BULLETIN BOARDS9
ARTICLE XV	JURY DUTY9
ARTICLE XVI	RESERVE MILITARY DUTY
ARTICLE XVII	WORKMEN'S COMPENSATION
ARTICLE XVIII	MILEAGE
ARTICLE XIX	MEAL PERIODS10
ARTICLE XX	EDUCATIONAL REIMBURSEMENT10
ARTICLE XXI	CLOTHING11
ARTICLE XXII	SALARY SCHEDULE
ARTICLE XXIII	PERFORMANCE PAY12
ARTICLE XXIV	SEVERANCE12
ARTICLE XXV	DURATION OF AGREEMENT12
ARTICLE XXVI	DEFERRED COMPENSATION
Article XXVII	PERSONAL DAYS
Article XXVIII	DRUG TESTING
APPENDIX A	SALARY SCHEDULES14

PREAMBLE

This Agreement, entered into by and between the Town of Sudbury, Massachusetts, hereinafter referred to as the "Town" and the Sudbury Supervisory Association, hereinafter referred to as the "Association", is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of the Agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Sudbury Supervisory Association as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all members of the Sudbury Supervisory Association, as determined by the Massachusetts Labor Relations Commission in its certification of August 13, 1979, MCR - 2882.

By agreement of the Parties to this Agreement, the position of Public Works Director shall be excluded from the bargaining unit and the position of Director of the Council on Aging shall be included in the bargaining unit. By agreement of the Parties to this Agreement, the position of Town Accountant shall be excluded from the bargaining unit, effective July 1, 2007.

7/1/05; 7/1/07

ARTICLE II RIGHTS OF MANAGEMENT

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, to determine the schedules and hours of work and the assignment of employees to work, 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 and retain employees, and to discipline, suspend, demote, and discharge employees for just cause, 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.

ARTICLE III EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Association members have and shall be protected in the exercise of the right, without fear of discrimination, penalty or reprisal, to join and assist the Association. The freedom of employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association including the right to present Association's views and positions to the public, to officials of the Town and the Departments, and of the General Court, or to any other appropriate authority or official.

Section 2. The members of the Association bargaining committee, not to exceed three (3), who are scheduled to work during collective bargaining negotiations shall be granted reasonable time off without loss of pay or benefits for all meetings between the Town, its agents or representatives and the Association for the purpose of negotiating the terms of the collective bargaining agreement. The members of said committee shall provide their supervisors with at least three (3) days notice of each negotiation session.

Section 3. An Association officer not to exceed one (1), shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the Association officer shall be granted permission from his supervisor or Board.

ARTICLE IV GRIEVANCE PROCEDURE

Section 1. Any complaint, dispute or controversy of any kind which arises between one or more employees and the Town or its agents shall be processed in Step 1 and Step 2. For the purposes of a grievance being processed beyond Step 2, 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 or interpretation of a specific provision of this Agreement.

A grievance must be presented within twenty-one (21) days of the time of occurrence of the alleged contract violation or within twenty-one (21) days of the time the employee should reasonably have acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits, and conditions set forth below in this Article. (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.

- $\underline{\text{Step 1}}$. Employee shall immediately submit his grievance in writing to Association Grievance Committee. The Grievance Committee shall determine justification of the complaint. In making its determination the Grievance Committee must discuss the grievance with the employee's immediate supervisor.
- Step 2. If the grievance is unresolved, the Union, through its Grievance Committee, shall submit the grievance in writing to the grievant's immediate supervisor. Said grievance shall contain the name of the grievant, the nature of the grievance as well as the remedy sought. The grievant's immediate supervisor shall have five (5) working days to act on said grievance.
- $\underline{\text{Step 3}}$. If no agreement is reached between the Association and said immediate supervisor, the grievance shall be appealed in writing within fourteen (14) days to the Town Manager, who has fourteen (14) calendar days (exclusive of Saturdays, Sundays, and holidays) to act on said grievance.
- Step $\underline{4}$. In the event that the above step(s) fail to satisfy the grievant, at the request of either party the grievance shall be submitted within ten (10) working days from the decision of the Town Manager to the American Arbitration Association, or to an arbitrator mutually agreeable to both parties. The fees and expenses of the arbitrator shall be equally shared by the Union and the Town. The decision of the arbitrator shall be final and binding upon the parties.

7/1/97

ARTICLE V HOURS OF WORK

 $\underline{\text{Section 1}}$. The number of hours per day shall be consecutive and the number of hours per week shall be consistent with the requirements of their managerial position and shall in no event be less than the number of hours per week required of the employees under their jurisdiction.

 $\underline{\text{Section 2}}$. The normal work day for employees covered by this agreement shall be consistent with present practice. Each employee shall be scheduled to work a shift with regular starting and quitting times. Changes in the regular work schedule shall not be made for arbitrary and capricious reasons.

Section 3. Although members of the bargaining unit are not entitled to overtime compensation, the Public Works Director of Operations will be entitled to receive overtime compensation at the time and one-half rate for overtime hours worked during storms. These two employees may receive overtime pay or compensatory time off or a combination of both resulting only from overtime hours worked during storms.

7/1/88; 7/1/94; 7/1/97; 7/1/18

ARTICLE VI HOLIDAYS

Section \underline{l} . 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 Day Washington's Birthday Memorial Day Juneteenth Independence Day Columbus Day Thanksgiving Day Christmas Day

Martin Luther King's Birthday Patriot's Day Independence Day Labor Day Veteran's Day Day After Thanksgiving

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.

7/1/18; 7/1/21

ARTICLE VII VACATIONS

All Supervisory Association personnel with at least five months' continuous service shall be entitled to paid vacation during the first fiscal year of employment in accordance with the following schedule:

FIRST YEAR OF EMPLOYMENT

DATE OF EMPLOYMENT
JULY OR AUGUST
SEPTEMBER THROUGH JANUARY
FEBRUARY THROUGH JUNE

PAID VACATION ENTITLEMENT 12 DAYS

6 DAYS NONE

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

YEARS OF CONTINUOUS							
TOWN SERVICE	PA	ID	VACATION	ENTITLE	MEN	IT	
ONE THROUGH FOUR	FY04	15	DAYS	FY05	16	DAYS	
FIVE THROUGH SEVEN		17	DAYS		18	DAYS	
EIGHT AND NINE		20	DAYS		21	DAYS	
TEN THROUGH FOURTEEN		22	DAYS		23	DAYS	
FIFTEEN AND ABOVE		25	DAYS		26	DAYS	

In no case shall an employee be entitled to paid vacation prior to completing five months' continuous service. 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., in FY05, if an employee shall complete ten (10) years of continuous service during a fiscal year, he shall be entitled to twenty-three (23) days of vacation in that period of July 1 through June 30.

In an event that an employee voluntarily terminates his employment with the Town, his paid vacation entitlement for that fiscal year shall be calculated as follows:

WORK DAYS BETWEEN JULY 1			VACATION
AND TERMINATION	X ANNUAL VACATION	=	ENTITLEMENT
260 WORK DAYS PER YEAR			

If an employee has taken paid vacation in excess of the entitlement so calculated, such excess pay shall be deducted from his final paycheck.

Vacation carry-over is not automatic. However, an employee may request permission from the employer for the opportunity to carry over 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 for temporary military service may not be charged against an employee's vacation without his consent.

Vacation leave may not be taken in blocks of more than two consecutive weeks without prior authorization of the Town Manager. Such authorization shall not be unreasonably withheld.

Section 2.

A cash payment in lieu of time off may be made upon request for up to two (2) days of an employee's annual vacation entitlement beginning in Fiscal Year 2009.

Section 3.

When recruiting new employees, the parties agree the Town Manager "in his/her sole discretion" has the right to offer any vacation that is not inconsistent with the maximum that is in the Collective Bargaining Agreement.

7/1/84; 7/1/94; 7/1/00; 7/1/03; 7/1/07; 7/1/15

ARTICLE VIII 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 a close member of the employee's family including his spouse, and child, parent, brother, sister or grandparent of either spouse.

ARTICLE IX SICK LEAVE

Each employee covered by this Agreement shall be entitled to twelve (12) days of sick leave per fiscal year commencing July 1 after the completion of one full year of employment. The 12-day sick leave is credited to each employee annually on July 1. These unused sick days may be accumulated from fiscal year to fiscal year up to a maximum of 120 days.

All employees covered by this Agreement will be credited with accumulated unused sick days in accordance with the following formula:

After () YEAR	# Days	Less # Sick Days Used In Last 5 Yrs.	Amount = Credited
1 yr X 12 =	12	11	<u> </u>
2 yrs X 12 =	24	"	
3 yrs X 12 =	36	m m	
4 yrs X 12 =	48	"	
5 yrs X 12 =	60	m .	
6 yrs X 12 =	72	п	
7 yrs X 12 =	84	11	
8 yrs X 12 =	96	п	
9 yrs X 12 =	108	п	
10 yrs X 12 =	120	11	120 or less
ll yrs X 12 =	132	11	"
12 yrs X 12 =	144	TI .	11
13 yrs X 12 =	156	17	TT.
14 yrs X 12 =	168	11	11
15 yrs X 12 =	180	п	11
16 yrs X 12 =	192	п	17
17 yrs X 12 =	204	n	77
18 yrs X 12 =	216	11	ŦŦ
19 yrs X 12 =	228	TI .	rr
20 yrs X 12 =	240	11	TT

An employee granted sick leave of five (5) consecutive days or more may be required, prior to returning to work, to submit to the department head and the Personnel Board satisfactory medical evidence of good health.

In order to incorporate this sick leave policy, each employee covered by this Agreement will receive twelve (12) days times (x) the number of years' service, less those days used as sick leave between the

following dates: July 1, 1974 - June 30, 1979. Those employees with less than one year of service as of July 1 will be credited with sick days on a pro rata basis.

The number of days of sick leave each year that a permanent part-time employee shall be entitled to shall be determined by multiplying twelve (12) days times (x) the number of days the employee works per week (irrespective of the number of hours per day) and dividing the result by five (5). Payment for each day taken as sick leave shall be the payment that the employee would have normally received on the days taken.

An employee covered by this Agreement who 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 50% of the daily pay times the number of unused accumulated sick days.

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 accumulated sick leave if the days credited to them on July 1 would cause them to exceed the maximum 120-day accrual. Said payment shall not exceed a maximum amount of \$15,000 for employees newly hired on or after July 1, 2007 who are not currently employed by the Town of Sudbury. Employees will be expected not to use annually more sick leave than they have used previously in the three years preceding their retirement.

Effective July 1, 2015, bargaining unit members will be allowed to use one (1) day of their annual twelve (12) days sick time per fiscal year as a personal day to conduct their own personal business.

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

This day cannot be bought back as a personal day;

This day will not be paid upon termination of employment.

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.

7/1/86; 7/1/07; 7/1/15; 7/1/18

SICK LEAVE BANK

A Sick Leave Bank shall be created for permanent full-time employees which will be jointly administered by a Committee consisting of one (1) member designated by the Personnel Board and two (2) members designated by the Association. 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 the Personnel Administration Plan. To be eligible to use the Bank, an employee must contribute three (3) days of his sick leave each year. An employee must exhaust his own accumulated sick days, vacation days, holidays, or any other accrued time before he is eligible to use the Bank. The maximum number of bank days any employee may be granted is twelve times the number of years of his service provided there are sufficient days deposited in the Bank.

For every week an employee receives workmen's compensation, he shall be entitled to $1\frac{1}{4}$ days of available sick leave not to exceed his regular pay nor his sick leave entitlement.

ARTICLE X STABILITY OF AGREEMENT

 $\underline{\text{Section 1}}$. No amendment of this Agreement shall bind the parties hereto unless executed in writing and signed by both parties.

Section 2. The failure of the Town or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Association to future performance of any such term or condition, and the obligations of the Association or of the Town to such future performance shall continue in full force and effect.

Section 3. 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 4. 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 XI INSURANCE BENEFITS

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

 $\underline{\text{Section 2}}.$ 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:

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

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

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

- c) The cap on the non-reimbursed Flexible Spending Account will be allowed to the maximum allowed by IRS Regulations, ${\bf BUT}$ 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.

 $\underline{\text{Section 3}}.$ 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.

7/1/97; 7/1/09; 7/1/12

ARTICLE XII UNION DUES

Section 1. The Employer agrees to deduct from each employee's earnings the amount authorized by each employee and transmit said amount to the treasurer of the Association in accordance with the terms of the authorization of their payroll forms.

Section 2. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE XIII ACCESS TO PREMISES

The Employer agrees to permit a representative of the Sudbury Supervisory Association to enter the premises at reasonable times, with the approval of the Employer 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 Town Manager shall not be unreasonably withheld.

7/1/00

ARTICLE XIV BULLETIN BOARDS

 $\underline{\mbox{Section 1.}}$ A bulletin board will be made available by the Town for the posting of Union notices.

ARTICLE XV 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 such jury service.

ARTICLE XVI 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 allowances upon the presentation of a 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 XVII WORKMEN'S COMPENSATION

All employees covered by this Agreement shall be covered under Workmen'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 Workmen's Compensation benefits he shall receive the differential between said Workmen's Compensation benefits and his regular base rate of pay for so long as he receives the Workmen's Compensation benefits. However, said differential pay will be deducted from sick leave on a pro-rata basis.

ARTICLE XVIII MILEAGE

The Town agrees to reimburse employees covered by this Agreement with respect to mileage incurred through the use of their personal vehicles at the rate determined by the Town Manager.

7/1/05

ARTICLE XIX MEAL PERIODS

The Employer shall furnish a meal to any employee who is requested to and does work four (4) hours beyond his regular shift. In the event the Employer is unable to furnish meals, the Employer shall compensate the employee the cost of the meal not to exceed six dollars (\$6.00) per meal. Effective upon execution of the Memorandum of Understanding on October 8, 2004, the Employer shall compensate the employee the cost of the meal not to exceed nine dollars and fifty cents (\$9.50) per meal.

7/1/94; 7/1/03

ARTICLE XX EDUCATIONAL REIMBURSEMENT

When a permanent full-time Town employee takes a course with the prior approval of his department head, at an accredited college as part of a degree program, when the course or degree has a functional relationship to the employee's job, the employee will be reimbursed for 80% of the cost

of books, registration and tuition fees upon the presentation of satisfactory evidence that he has completed the course with a "B" grade or better, or that portion due which was disapproved or not paid by the state and federal government. 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 seminar, he will be reimbursed at the rate of 80% for the cost of books, registration and tuition fees, upon the presentation of satisfactory evidence that he has completed the course with a "B" 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 established by vote at Town Meeting for travel to and from the course.

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

Courses approved under the first two paragraphs shall be limited to a total of two per fiscal year.

7/1/84; 7/1/97; 7/1/00

ARTICLE XXI CLOTHING

<u>Section 1</u>. Effective July 1, 2015, the Town shall allot an annual clothing allowance as follows:

Public Works Director of Operations	\$400
Director of Health	400
Supervisor of Town Buildings	400
Director of Assessing	300
Building Inspector	400
Conservation Coordinator	400
Park & Recreation Director	150
Police Lieutenant	550

The Police Lieutenant shall also receive a cleaning allowance of \$250, which shall increase to \$300 in Fiscal Year 1999.

 $\underline{\text{Section 2}}.$ Each member shall submit invoices and vouchers to the Town Accountant, who will pay the vendors directly for any clothing expenditures.

7/1/88; 7/1/94; 7/1/97; 7/1/00; 7/1/03; 7/1/05; 7/1/15; 7/1/18

ARTICLE XXII SALARY SCHEDULE

Effective 7/1/21, all steps on the salary schedule shall be increased by one-half percent (.5%);

All members of the Sudbury Supervisory Association agree to sign up to be paid through Direct Deposit for all current and future union members. The intent of Town is to end paper paychecks except in special circumstances such as an employee's first and last paycheck with the Town.

Salary Schedules are attached as Appendix A.

7/1/12; 7/1/15; 7/1/18; 7/1/21

ARTICLE XXIII PERFORMANCE PAY

In Fiscal Year 1999 and 2000, an amount equal to 0.25% of the total Supervisory Association salaries shall be placed in a pool for distribution under a pay-for-performance system. A joint Association/Management Committee shall be established to develop a performance based pay system to be implemented in FY99.

7/1/97

ARTICLE XXIV SEVERANCE

The Town shall provide two months' written notice of termination when dismissal is not for malfeasance or improper conduct.

The Town shall provide severance pay in the following manner: two (2) months pay for dismissal after ten (10) years of service and three months pay for dismissal after fifteen (15) years of service. Severance pay will be granted if dismissal is the result of a reduction in force or for unsatisfactory job performance as determined solely by the Town Manager, and not for reason(s) of just cause. Such dismissal is not subject to the grievance procedure contained in this Agreement. If the dismissal is for reason(s) of just cause, severance pay will not be granted.

7/1/97; 7/1/00

ARTICLE XXV 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 not later than October 1 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.

Section 3: STRIKES AND WORK STOPPAGES. 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, slowdown, withholding of services, picketing or work stoppage.

ARTICLE XXVI DEFERRED COMPENSATION

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

7/1/05

Article XXVII 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.

Effective January 1, 2019, if a member does not use a sick day during the calendar year (January $1^{\rm st}$ through December $31^{\rm st}$), they will earn 1 personal day on the following March $1^{\rm st}$ to be used by that June $30^{\rm th}$.

>This day cannot be carried over as a personal day from one fiscal year to the next; >This day cannot be bought back as a personal day;

>This day will not be paid upon termination of employment.

7/1/15; 7/1/18

Article XXVIII Drug Testing

The Lieutenants and Asst. Fire Chief will agree to the language agreed to by the Town and the Sergeants and the Firefighter unions, respectively.

All other employees shall be subject to this:

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.

7/1/18

Executed in quadruplicate and signed	this date: $5/5/21$
SUDBURY TOWN MANAGER	SUDBURY SUPERVISORY ASSOC
	hr. I

7/1/05; 7/1/07; 7/1/09; 7/1/12; 7/1/15; 7/1/18; 7/1/21

APPENDIX A SALARY SCHEDULES

SUPERVISORY FY22

All steps increased by 0.5%

1	Al	I steps incre	eased by 0.5	%			
Level/Position*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SA-1	66,037	68,624	71,316	74,111	77,018	80,037	83,611
Supv. Of Buildings1			• 100 000 100	,	,,,,,,,	00,037	65,011
SA-2	71,987	74,810	77,743	80,791	83,956	87,250	91,145
Town Clerk2			,	/	00,550	07,230	31,143
Conservation Coord.							
SA-3	78,461	81,539	84,734	88,058	91,509	95,096	00.245
Hwy. Operations Dir.		, , , , , , , , , , , , , , , , , , , ,	- 1,1 - 1	00,000	31,303	33,030	99,345
Director of Assessing							
C.O.A. Director							
SA-4	85,523	88,876	92,359	95,980	99,739	102 651	100 202
Health Director	,	,	02,000	33,300	33,133	103,651	108,283
Technology Admin	89,401	92,081	94,845	97,689	100,620	104,563	100 226
Building Inspector		,	,	37,003	100,020	104,363	109,236
Treasurer/Collector							
Pk. and Rec. Director							
Town Planner							
SA-5	93,222	96,875	100,672	104,623	108,723	112,983	110 020
Police Lieutenant		,		101,025	100,723	112,303	118,030
Assistant Fire Chief							
Library Director							
SA-6	101,613	105,592	109,732	114,034	118,506	123,151	120 CF 4
Town Engineer		,	_00,702	±± - 7,004	110,500	123,131	128,654
SA-7	110,780	115,124	119,640	124,328	129,202	134,266	140.265
					-23,202	134,200	140,265

^{*}Note all positions in each level have the same step compensation unless otherwise indicated 1This position also receives an annual stipend of \$13,050 as Wiring Inspector

²This position also receives an annual stipend of \$782 as Registrar of Voters