

**AGREEMENT  
BETWEEN  
THE TOWN OF SUDBURY  
AND  
THE SUDBURY SUPERVISORY ASSOCIATION**

**July 1, 2022 - June 30, 2024**

**TABLE OF CONTENTS**

PREAMBLE PREAMBLE..... 1

ARTICLE I RECOGNITION AND BARGAINING UNIT..... 2

ARTICLE II RIGHTS OF MANAGEMENT..... 2

ARTICLE III EMPLOYEE RIGHTS AND REPRESENTATION..... 2

ARTICLE IV GRIEVANCE PROCEDURE..... 3

ARTICLE V HOURS OF WORK..... 4

ARTICLE VI HOLIDAYS..... 4

ARTICLE VII VACATIONS..... 4

ARTICLE VIII BEREAVEMENT TIME..... 6

ARTICLE IX SICK LEAVE..... 6

ARTICLE X STABILITY OF AGREEMENT..... 8

ARTICLE XI INSURANCE BENEFITS..... 8

ARTICLE XII UNION DUES..... 9

ARTICLE XIII ACCESS TO PREMISES..... 9

ARTICLE XIV BULLETIN BOARDS..... 9

ARTICLE XV JURY DUTY..... 9

ARTICLE XVI RESERVE MILITARY DUTY..... 10

ARTICLE XVII WORKMEN'S COMPENSATION..... 10

ARTICLE XVIII MILEAGE..... 10

ARTICLE XIX MEAL PERIODS..... 10

ARTICLE XX EDUCATIONAL REIMBURSEMENT..... 10

ARTICLE XXI CLOTHING..... 11

ARTICLE XXII SALARY SCHEDULE..... 11

ARTICLE XXIII PERFORMANCE PAY..... 12

ARTICLE XXIV SEVERANCE..... 12

ARTICLE XXV DEFERRED COMPENSATION..... 12

Article XXVI PERSONAL DAYS..... 13

Article XXVII DRUG TESTING..... 13

ARTICLE XXVII DURATION OF AGREEMENT..... 12

APPENDIX A SALARY SCHEDULES..... 16

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

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, 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 their 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 their choice at, and participating in, any level of the following procedure.

Step 1. Employee shall immediately submit their 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.

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 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

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.

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 Head of Operations will be entitled to receive overtime compensation at the time and one-half rate for overtime hours worked during storms. This employee 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; 7/1/22

ARTICLE VI  
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 Day	Martin Luther King's Birthday
Washington's Birthday	Patriot's Day
Memorial Day	Independence Day
Juneteenth Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Day	

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 their vacation, such employee shall be entitled to equal time off with pay at a time approved by their 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

<u>DATE OF EMPLOYMENT</u>	<u>PAID VACATION ENTITLEMENT</u>
JULY OR AUGUST	12 DAYS
SEPTEMBER THROUGH JANUARY	6 DAYS
FEBRUARY THROUGH JUNE	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:

<u>YEARS OF CONTINUOUS TOWN SERVICE</u>	<u>PAID VACATION ENTITLEMENT</u>	
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, they 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 their employment with the Town, their paid vacation entitlement for that fiscal year shall be calculated as follows:

$$\begin{array}{l} \text{WORK DAYS BETWEEN JULY 1} \\ \text{AND TERMINATION} \\ \hline 260 \text{ WORK DAYS PER YEAR} \end{array} \quad \times \text{ ANNUAL VACATION} \quad = \quad \begin{array}{l} \text{VACATION} \\ \text{ENTITLEMENT} \end{array}$$

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

Vacation carry-over is not automatic. However, an employee may request permission from the employer for the opportunity to carry over their 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 their 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 four (4) days of an employee's annual vacation entitlement beginning in Fiscal Year 2024.

Section 3.

When recruiting new employees, the parties agree the Town Manager "in the Town Manager's 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; 7/1/22

ARTICLE VIII  
BEREAVEMENT TIME

An employee may be granted, by their 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 their 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:

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

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 their 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 their sick leave each year. An employee must exhaust their own accumulated sick days, vacation days, holidays, or any other accrued time before they are eligible to use the Bank. The maximum number of bank days any employee may be granted is twelve times the number of years of their service provided there are sufficient days deposited in the Bank.

For every week an employee receives workmen's compensation, they shall be entitled to 1 ¼ days of available sick leave not to exceed their regular pay nor their sick leave entitlement.

ARTICLE X  
STABILITY OF AGREEMENT

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.

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 other 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.

7/1/97; 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

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 their usual work period for the Town shall be paid for those days the difference between the compensation they would have received from the Town and their 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 they would have received from the Town and their 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 they shall receive the differential between said Workmen's Compensation benefits and their regular base rate of pay for so long as they receive 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 their 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 their 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 they 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 their job shall be the responsibility of the department supervisor and approved by the Town Manager.

When an employee, with the approval of their 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, they will be reimbursed at the rate of 80% for the cost of books, registration and tuition fees, upon the presentation of satisfactory evidence that they completed the course with a "B" grade or better, if grades are given.

When an employee is directed by their supervisor to attend a course as part of their 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

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

Head 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.

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 7/1/22, all steps on the salary schedule shall be increased by two percent (2%);

Effective 7/1/23, all steps on the salary schedule shall be increased by two percent (2%);

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; 7/1/22

7/1/97; 7/1/22

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  
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 XXVI  
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<sup>st</sup> through December 31<sup>st</sup>), they will earn 1 personal day on the following March 1<sup>st</sup> to be used by that June 30<sup>th</sup>.

>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 XXVII  
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 themself to the testing facility.*

Section 2.

Added FY23: **Reasonable Suspicion Drug & Alcohol Testing Policy**

An employee may be tested after a determination by the Town Manager or his/her designee that there is a reasonable suspicion to test the employee. Reasonable suspicion shall be based upon information of objective facts (i.e.: the employee's appearance, behavior, speech, body odor, etc.) obtained by the department and the rational inferences which may be drawn from those facts or sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs and/or alcohol in the workplace. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

1. **DRUG SCREENING.** Drug screening will consist of screening for five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine (PCP), and amphetamines.
2. **CONSEQUENCES OF A POSITIVE TEST.** This is an "on duty" policy which is not focused on the legal use of any related products while off duty as long as they do not interfere with the employees on-duty performance. As such, employees who receive a verified positive test result for illegally used drugs or legal but unauthorized, unprescribed or overdosed drugs, or alcohol in excess of legal limits (*Marijuana at 5 nanograms and Alcohol at the legal standing of permissible inference (greater than .05 BAC)*), or workplace requirements will be subject to discipline up to and including discharge. The Town Manager may offer, in lieu of termination, voluntary submission to treatment in a rehabilitation program approved by the Town Manager, along with a suspension without pay until certified by a treating provider as able to safely return to work, except that, in this situation only, accrued sick leave and/or vacation leave may be used if approved by the Town Manager. This program may include random drug and/or alcohol testing for a minimum of 36 months or a period of time to be determined by the Town Manager. Any costs associated with a rehabilitation program to include additional drug testing shall be paid for by the employee. Failure to comply with the requirements of the program or a second positive test will be grounds for immediate termination.
3. **DILUTE TESTS/REFUSAL/TAMPERING.** Refusing to submit to a drug and/or Alcohol test shall be considered a positive test. If there is any indication of tampering, switching of samples or if the test comes back showing the sample was diluted, a second test utilizing the employee's hair as a specimen shall be administered as soon as possible.

4. **TESTING PROCEDURES.** Drug testing shall be required immediately upon determination that reasonable suspicion exists to test the employee. The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results.

Collection of urine or hair samples shall be conducted in a manner which provides the highest, reasonable degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples.

The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision. Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with the tester.

Any positive drug test will be reviewed and interpreted by a medical review officer, who will contact the individual tested. The purpose of the contact will be to review the individual's medical history; to afford the individual an opportunity to discuss the test result; and to decide whether there is a legitimate medical explanation for the result. When called, an employee must contact the medical review officer as soon as possible and in accordance with any instructions provided.

Test results will be made available to the employee upon request. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

Section 3.

Effective 7/1/22: add \$600 annual stipend (to be paid out in October of each year) for additional responsibilities associated with the administration of new Reasonable Suspicion Drug & Alcohol Testing Policy.

7/1/18; 7/1/22

ARTICLE XXVIII  
DURATION OF AGREEMENT

Section 1: The duration of this Agreement shall be from July 1, 2022, through June 30, 2024. 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.



Executed in quadruplicate and signed this date: 10/21/22

<sup>Interim</sup>  
SUDBURY TOWN MANAGER  
Maryanne Bilodeau

SUDBURY SUPERVISORY ASSOC.  
[Signature]  
[Signature]  
[Signature]

7/1/05; 7/1/07; 7/1/09; 7/1/12; 7/1/15; 7/1/18; 7/1/21; 7/1/22

APPENDIX A  
SALARY SCHEDULES

SUPERVISORY FY23 All steps increased by 2%							
Level/Position*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
<b>SA-1</b> Supv. Of Buildings <sup>1</sup>	67,358	69,996	72,742	75,593	78,558	81,638	85,283
<b>SA-2</b> Town Clerk <sup>2</sup> Conservation Coord.	73,427	76,306	79,298	82,407	85,635	88,995	92,968
<b>SA-3</b> Head of Operations Director of Assessing Senior Center Director	80,030	83,170	86,429	89,819	93,339	96,998	101,332
<b>SA-4</b> Health Director Technology Admin Building Inspector Treasurer/Collector Pk. and Rec. Director Town Planner	87,233	90,654	94,206	97,900	101,734	105,724	110,449
<b>SA-5</b> Police Lieutenant Assistant Fire Chief Library Director	95,086	98,813	102,685	106,715	110,897	115,243	120,391
<b>SA-6</b> Town Engineer	103,645	107,704	111,927	116,315	120,876	125,614	131,227
<b>SA-7</b>	112,996	117,426	122,033	126,815	131,786	136,951	143,070

\*Note all positions in each level have the same step compensation unless otherwise indicated

1 This position also receives an annual stipend of \$13,050 as Wiring Inspector

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



SUPERVISORY FY24 All steps increased by 2%							
Level/Position*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SA-1 Supv. Of Buildings <sup>1</sup>	68,705	71,396	74,197	77,105	80,129	83,271	86,989
SA-2 Town Clerk <sup>2</sup> Conservation Coord.	74,896	77,832	80,884	84,055	87,348	90,775	94,827
SA-3 Head of Operations Director of Assessing Senior Center Director	81,631	84,833	88,158	91,615	95,206	98,938	103,359
SA-4 Health Director Technology Admin Building Inspector Treasurer/Collector Pk. and Rec. Director Town Planner	88,978	92,467	96,090	99,858	103,769	107,838	112,658
SA-5 Police Lieutenant Assistant Fire Chief Library Director	96,988	100,789	104,739	108,849	113,115	117,548	122,799
SA-6 Town Engineer	105,718	109,858	114,166	118,641	123,294	128,126	133,852
SA-7	115,256	119,775	124,474	129,351	134,422	139,690	145,931

\*Note all positions in each level have the same step compensation unless otherwise indicated

1 This position also receives an annual stipend of \$13,050 as Wiring Inspector

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