

**Collective Bargaining Agreement between the Town of Sherborn and the Sherborn
Department of Public Works and AFSCME, Council 93,
Local 335 for July 1, 2021-June 30, 2024 (FY 2022-FY 2024)**

AGREEMENT

AGREEMENT entered into this 5th day of January, 2023 between the TOWN OF SHERBORN in the County of Middlesex, Commonwealth of Massachusetts, hereinafter referred to as the "Town", and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93 LOCAL 335, hereinafter referred to as the "Union" for Fiscal Years 2022-2024, covering the time period of July 1, 2021-June 30, 2024.

ARTICLE I. RECOGNITION

The Town recognizes the Union as the exclusive representative of the regular full-time employees of the Department of Public Works, excluding the Director of Public Works and Facilities Manager, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The above represents the unit certified by the Massachusetts Labor Relations Commission in Case No. MCR-776 on February 5, 1971, as amended by the Recognition Agreement executed by the parties on February 12, 1988.

ARTICLE II. MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be, nor shall it be considered to be, restrictive of or a waiver of any of the rights of the Town not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the Town except as they may be shared with the Union by specific provisions of this agreement. Among such management responsibilities as are vested exclusively in the Town are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Department in situations of emergency. In carrying out the function of the Department, and discharging its responsibility for the Department's successful operation, the Town shall have the right to schedule operations and to determine the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE III. EMPLOYMENT SECURITY

The Town agrees not to discriminate in any way whatever against any employee of the Department who is properly a member of the approved collective bargaining unit because he is or is not a member of the Union or because he concerns or does not concern himself either personally or in concert with other members of the Union, with other legitimate activity of the Union as long as it does not impede the total performance of the Department.

ARTICLE IV. UNION DUES AND INITIATION FEES

During the life of this agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, the Town agrees to deduct Union initiation fees and membership dues, levied in accordance with the Constitution of the Union, from the pay of each employee who executes or has executed the Authorization of Dues Form. The Town further agrees to remit the aggregate amount to the Union Treasurer along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth day of the succeeding month.

The Union shall present to the Town Accountant a copy of the bond which the Treasurer of the Union has given to the Union for the faithful performance of his duties as provided in the Massachusetts General Laws Chapter 180, Section 17A.

The deduction will be made in the pay period following the pay period when health insurance has been deducted. The Town shall incur no liability once the dues are deducted and mailed, properly addressed to the Union.

ARTICLE V. WAGES

Employees shall be paid in accordance with the bi-weekly wage schedule attached hereto, made a part hereof and marked Appendix "A". Wages will be increased as follows: July 1, 2021, 2%; July 1, 2022 – 2%, July 1, 2023 – 2%. If an employee is promoted, he/she will be placed at closest step above that provides for a minimum 2% increase. Management maintains sole discretion to hire new employee at up to Step 3. A Tree Warden will be appointed and paid an additional \$1.25 per hour over their normal pay rate.

Effective July 1, 2023, the step scale will slide so that Step 1 is deleted, the existing Steps 2 through 5 become Steps 1 through 4, and a new Step 5 will be added that is 2% greater than the rate of pay in Step 4 (the current Step 5).

Effective upon the ratification and approval of the agreement, all current unit members shall be paid, as a one-time lump sum premium payment, \$133.33 per month for any month in which the member worked at least one day in the unit during the calendar months of the COVID-19 state of emergency declared by Governor Baker (March 2020 to June 2021), for a total maximum possible payment of \$2,000.00 if the member worked in each of the 15 calendar months of the state of emergency.

ARTICLE VI. HOLIDAYS

Employees shall be entitled to a day's pay for each of the following holidays:

New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

In addition, employees shall be entitled to a half day's pay for each of the following half holidays:

- 1/2 day immediately preceding Christmas Day
- 1/2 day immediately preceding New Year's Day

Also, the Friday, following Thanksgiving Day shall be considered a holiday (and employees entitled to a day's pay therefore) if the Director of Public Works certifies to the Town Administrator in writing, before Thanksgiving Day, that no major construction project is scheduled during the week in which the Thanksgiving Day holiday occurs. If that Friday is celebrated as a paid holiday, the pay received for that day shall be considered a credit against any money that the employee might be owed under the Fair Labor Standards Act.

For all hours worked on a paid holiday or a paid half-day holiday, an employee shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate of pay in addition to his holiday pay. If any employee is required to work on Memorial Day, the Fourth of July, Labor Day, Christmas Day, New Year's Day, or Thanksgiving Day then the employee shall be paid at a double time rate in addition to the holiday pay. Should any paid holiday fall on a Saturday then it shall be observed on the preceding Friday. Should any paid holiday fall on a Sunday then it shall be observed on the succeeding Monday. Should Christmas Day and/or New Year's Day fall on a Saturday or a Sunday, under such circumstances the one-half day before such holidays shall be waived.

Holiday pay shall be eight (8) hours at the straight time regular hourly rate.

ARTICLE VII. VACATIONS

All vacation requests must be made in writing using a form adopted by the Town except in the event of an emergency that prohibits the employee from completing the written request form, in which case the request may be made orally to the Department Head. By the end of the working day after receiving the employee's request, the Department Head, or his/her designee, shall either grant or deny the employee's request, noting same on the employee's request form.

In the event an employee's vacation request is denied, the Department Head shall state, in writing and on the form, the reason for the denial.

Employees are encouraged to request vacation leave as far in advance as possible. Vacation requests in writing made before June 1st (for the following fiscal year) shall be granted based on seniority. All other requests shall be granted on a first come, first serve basis.

Vacation leave may be taken in one hour increments only if the leave will begin or end with the employee's scheduled work day (e.g., an employee who wishes to take 2 hours of vacation leave may do so only during the first two or the last two hours of his/her scheduled workday). Otherwise, vacation leave must be taken in at least half day increments.

6 months through 11 months	5 days
1 year through 4 years	10 days
5 years through 9 years	15 days
10 years through 19 years	20 days
20 years or more *	25 days

*On the 21st year of continuous service one day of vacation will be added for each year thereafter of continuous service not to exceed 35 days.

Employees shall be allowed to carry over 2 weeks, 10 working days, of vacation time to the next fiscal year. This carry-over shall be subject to the approval of the Director and Town Administrator, such approval shall not to be unreasonably withheld. Requests for carry-over shall be made to the Director and Town Administrator at least 30 days before the end of the fiscal year.

If an employee voluntarily terminates in good standing after July 1st of a year, he shall be entitled to the pay for his authorized vacation for that year which he has not taken and, if he dies after July 1st of the year, the payment shall be made to his spouse or other beneficiary.

ARTICLE VIII. EXTREMES OF WEATHER

Excluding work of an emergency nature, no outside work shall be performed in extreme heat or extreme cold weather of such degree that work cannot reasonably be performed. For this contractual agreement the word "emergency" means any and all work performed when such work could reasonably affect the lives and safety of persons or their property.

ARTICLE IX. HOURS OF WORK AND OVERTIME

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

(a) The normal workweek shall consist of five (5) days of eight (8) hours per day, Monday through Friday inclusive.

(b) The regularly scheduled workday shall be from 7:00 a.m. to 3:30 p.m. unless otherwise agreed upon by the parties. Time and one-half shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week, but there shall be no duplication of daily and weekly overtime and no duplication of premium and/or overtime pay for the same time worked.

(c) Except for emergencies, employees shall not be compelled to work overtime.

(d) An employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of time and one-half for all hours worked on recall. An employee who is called back for work will be guaranteed four (4) hours pay at time and one-half if he reports for work before midnight. If an employee reports after midnight, he will be guaranteed pay at time and one-half for four (4) hours, until the start of the next regular work day. Overtime shall be equitably and impartially distributed among personnel who ordinarily perform such related work in the normal course of their workweek.

(e) The Town will maintain one overtime list for the Department. In case of a grievance involving such records they shall be subject to examination by the Union representative or the shop steward with the foreman or Director or Supervisor of the Division involved.

(f) All work performed on Sunday shall be paid at double time.

(g) If an employee works more than twelve consecutive (12) hours, he/she will be compensated at a double time rate of pay for all consecutive hours worked in excess of 12 hours thereafter until the employee is relieved of duty, regardless of whether the additional hours include hours where the employee is regularly scheduled to work.

(h) An employee who is asked to remain on the job after 3:30PM will be paid time and a half for actual time worked for the first sixty (60) minutes; and will be guaranteed a minimum of four (4) hours at time and a half if held longer to complete assignments. Section (g) applies to compensation rates when applicable.

(i) For safety reasons, all overtime assignments related to sanding, snow and ice treatment, tree removal and/or require the use of chainsaws/chippers shall be completed by at least two (2) employees.

(j) In the event an employee is "called back", the employee will be paid for the actual drive time up to sixty (60) minutes. Employees reporting sixty (60) minutes after the initial call will be paid from the time of punching in.

(k) Notwithstanding Article IX(a) of the Agreement, the parties agree that the Town, at its option based on operational needs may implement a shorter work week (either 4 days or 4 ½ days), with the workhours for such days adjusted based on the schedule selected, all such hours to be compensated at the employee's regular rate of pay (i.e., straight-time). Said schedule change if implemented will be on a temporary basis during all or part of the months of May, June, July, August, and September with the start and end dates for the schedule to be determined and

designated by the Town, with two (2) weeks' notice to the Union prior to the implementation of the schedule change. This provision will sunset on June 30, 2024.

ARTICLE X. SENIORITY

(a) "Unit Seniority" as used in this Agreement shall be defined as the length of an employee's continuous uninterrupted service in positions covered by this Agreement.

(b) "Unit Seniority" as used in this Agreement shall be defined as the length of an employee's continuous uninterrupted service within the Sherborn Department of Public Works.

(c) For the purpose of this Article, the first 1 year of employment shall be considered a probationary period during which probationary period the Town may discharge the probationary employee without the employee having recourse to arbitration. Upon the completion of an employee's probationary period, he shall acquire a seniority rating for all purposes as of his date of employment, which commenced with his most recent probationary period. The longer probationary period will not affect entitlement to benefits.)

(d) In the event of a layoff, the employee with the least unit seniority shall be laid off first, provided that the remaining senior employees are qualified to perform the duties of the laid off junior employee. The Town will give affected employees fourteen (14) days notice of layoff. Any laid off employee will be eligible for recall for a period of up to twelve (12) months following the date of layoff. In the event of recall, employees will be called back to work in the inverse order of their layoff by unit seniority, provided they are qualified to perform the duties of the position to which they are recalled. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as listed on the Town's records. The employee shall report to work within seven (7) days after the date of the notice. Any employee recalled during the twelve (12) month recall period shall maintain continuous seniority rights.

(e) The Town shall furnish the Union and the Department with copies of the proposed seniority list. A permanent list shall be posted and maintained on a readily accessible bulletin board at the Community Maintenance and Development Department.

(f) In filling a vacancy, consideration shall be given to Divisional Seniority and qualifications.

ARTICLE XI. JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period, but not before the next regular Select Board meeting, the Town will hire the most qualified internal candidate. If two candidates are determined to be equally qualified, seniority will be the deciding factor. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that

the employee is not qualified to perform the work, he shall be returned to his old position and rate.

If no applicant from within the Division is qualified, the Town may fill the position from outside the bargaining unit.

ARTICLE XII. SICK LEAVE

(a) Employees shall be entitled to sick leave for personal and non-service connected sickness or injury in accordance with the following schedule:

Service Period	Allowance per calendar year
1st year of employment	Up to 5 days
In excess of 1 year of employment	Up to 15 days

Employees shall accumulate sick leave at the rate of .4166 day per month during their first year of employment. Employees with employment in excess of one (1) year shall accumulate sick leave at the rate of 1.25 days per month. Sick leave may be accumulated without limit. Employees hired prior to July 1, 1989, shall be eligible, upon retirement, to buy-back up to one hundred and fifty (150) days of accumulated unused sick leave at the rate of \$40.00 per day. Upon retirement, sick leave buyback will be paid as one lump sum after taxes rather than as period payments.

Employees hired on or after July 1, 1989, shall not be eligible for the above-described buy-back.

(a) An employee shall be entitled to one (1) additional personal day if that employee has perfect attendance for an entire year beginning July 1, 2000. That day must be used within one (1) year from which it was earned. The day may be earned with perfect attendance for one (1) year from which the last sick day was taken. (I.E. If an employee uses a sick day on March 3rd, and does not use another sick day for an entire year from that date, said employee shall be entitled to one (1) additional personal day.)

(b) An employee shall notify the Director or Supervisor on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated and when he/she expects to return to work. A doctor's certificate shall be required after the third day of absence due to personal or non-service connected sickness or injury.

(c) Any newly appointed regular, full or part-time employee of the Department hired on or after July 1, 1987, shall be required to pass a physical examination conducted by a physician selected by the Town of Sherborn. Said physical examination shall be at the expense of the Town of Sherborn.

(d) Employees shall be entitled to maintain whatever amount of sick leave they have accumulated prior to the effective date of this agreement.

(e) In the event an employee is absent because of an injury or sickness arising out of and in connection with his service to the Town and for which Workmen's Compensation is payable, he may be paid the difference between Workmen's Compensation payments and his regular straight time rate of pay on the same basis and procedures as set forth in this Article. Such payment will be chargeable to the employee's sick leave. Said difference can be made up at the employee's option.

Prior to the receipt of Workmen's Compensation payments an employee may utilize his sick leave. If subsequently an employee receives Workmen's Compensation benefits for such period of time, he shall reimburse the Town in an amount equal to the value of the sick leave he uses. Upon such payment to the Town the employee's sick leave will be credited to the extent of the reimbursement.

(f) Employees may be granted sick leave when their absence is required to care for his/her spouse, children, mother, father or the parent or child of his/her spouse.

Should an employee show a pattern of abuse of sick leave, the Town, after counseling the employee, reserves the right to take disciplinary action, up to and including discharge.

ARTICLE XII-A. LONGEVITY PAY

An employee who has completed the following complete years of continuous service as a regular full-time employee of the Community Maintenance and Development Department (and its predecessor departments) as of October 31st shall be paid the following longevity pay amount on the last payday of November:

After five (5) complete years	\$575.00
After ten (10) complete years	\$700.00
After fifteen (15) complete years	\$825.00
After twenty (20) complete years	\$875.00
After twenty-five (25) complete years	\$1,300.00
After thirty (30) complete years	\$1,500.00
After forty (40) complete years	\$2,500.00*

*Available only if the employee has provided a full three (3) year written notice of retirement and reach the end of forty (40) continuous years of service at some point during the three (3) year notice period.

ARTICLE XIII. LEAVE OF ABSENCE

Except as otherwise provided in this agreement, all leaves of absence shall be without compensation and may be taken only with the consent of the Select Board and with the approval of the Director of the Department.

ARTICLE XIV. UNION REPRESENTATIVES

A written list of Union stewards and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances but not for attendance at arbitration hearings. In addition, one (1) employee shall be allowed to attend one (1) meeting of state and national bodies without pay for a period not to exceed one (1) week in any one (1) calendar year.

ARTICLE XV. MEAL PERIODS

All employees shall be granted a meal period of one-half (1/2) hour's duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

The Town shall provide a meal allowance of **\$15.00** to any employee who is requested to, and does, work four (4) hours beyond his/her regular shift and the Town shall thereafter provide the employee with an additional **\$15.00** meal allowance for each additional four (4) hours of continuous work

Such employee shall be granted time off to eat at a time and for duration determined by the Director or Supervisor in his/her discretion.

ARTICLE XVI. REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period each one-half (1/2) shift. The rest period shall be scheduled at the middle of the each one-half (1/2) shift whenever this is feasible.

ARTICLE XVII. CLEAN-UP TIME

Employees shall be granted a fifteen (15) minute personal clean up period at the end of each work schedule.

ARTICLE XIX. FUNERAL LEAVE

In the event of death in the immediate family, an employee shall be granted leave with pay at the regular hourly rate of pay for up to five (5) days. The immediate family shall include spouse, significant other, parent, child or other family member living in the household. In the event of death of an employee's brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law or grandparent, he/she will be granted leave with pay at the regular hourly rate on the day of the funeral if it is a work day and may, at the discretion of the department head, be granted up to two (2) additional work days falling between the day of death and day of the funeral.

ARTICLE XIX. PERSONAL LEAVE

Employees shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any one (1) calendar year, and shall not be cumulative. During the first year of employment, personal days

Will be granted according to the date of hire as follows:

- 1 day if hired during September – December
- 2 days if hired during May - August
- 3 days if hired during January – April

Such leave shall be subject to the prior approval of the Director or his agent. Such approval will not be unreasonably denied. Personal leave may be taken in one-hour increments, except for the first and last scheduled hour of work and the half-hour immediately preceding or following the scheduled lunch break, which may be taken in increments of one-half hour.

ARTICLE XX. JURY LEAVE

The Town agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for jury duty, provided he/she reports for work on each day when he/she is excused from such duty. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the Town by the employee.

ARTICLE XXI. MILITARY LEAVE

An employee hired prior to the effective date of this agreement in any year who is absent for an ordered tour of military duty with an organized Reserve or National Guard unit will be paid his regular hourly rate of forty (40) hours and his certified military pay for each week of such absence, as provided in the General Laws, Chapter 33, Section 59 of the Commonwealth.

ARTICLE XXII. CLOTHING

Each full-time employee, after completion of his/her probationary period, will be issued seven (7) sets of uniforms (with the exception of the Mechanics, who will be issued ten (10) sets of uniforms), Personnel shall be reimbursed one set of safety shoes or adequate footgear which will be paid for by the Town and which will be replaced as needed.

If any employee is required to wear protective clothing, foul weather gear or any type of protective device as a condition of employment, such protective clothing, foul weather gear or protective device shall be furnished to the employee by the Town.

ARTICLE XXIII. LABOR / MANAGEMENT MEEETINGS

The Union shall designate one (1) employee whose rate and conditions of employment are covered by this Agreement, which employee may, at the request of either party, meet with the Director or Select Board from time to time for the purpose of discussing matters coming within, or out of, the scope of this Agreement. Such meetings shall be held at times and places convenient to both parties.

The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

There shall be no deduction in pay for Union personnel attending meetings with Department officials while settling personal and personnel matters. The Department head shall notify, or cause notice to be given, to all persons affected. Failure to do so shall in no way affect the pay of the employee or his right to attend such meetings.

ARTICLE XXIV. SAFETY

The Town shall, from time to time, make reasonable regulations for the safety and health of the employees during their hours of employment. The Town shall continue to provide such protective devices in connection with the work performed by the employees as it presently provides in connection with the performance of their work.

ARTICLE XXV. SETTLEMENT OF GRIEVANCES

If there is a grievance between the parties to this agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the following grievance procedure (Nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor).

Step 1: The employee and/or Union Steward, within ten (10) working days of the incident giving rise to the grievance, shall present the grievance in writing to the Director. Within five (5) working days of the receipt of the grievance, the Director shall present a written reply to the grievant and Union Steward.

Step 2: If a grievance is not resolved at Step 1, within ten (10) working days the grievance may be presented in writing to the Town Administrator, with a copy to the Director. The Town Administrator shall, upon receipt of the grievance consider the same and notify the employee in writing, with a copy to the Director and Union Steward, within ten (10) working days from receipt of the grievance.

Step 3: If the aggrieved employee is not satisfied with the decision of the Town Administrator, then the employee shall, within ten (10) working days, file a copy of the grievance to the Select Board. The Select Board shall, within fifteen (15) working days, hold a hearing with the aggrieved employee, the Union, and the Town Administrator, and shall make a determination within ten (10) working days of said hearing.

Step 4: If the grievance is not resolved at Step 3, the grievance may be submitted to arbitration within thirty (30) working days of the receipt of the response of the Select Board

under the rules of the American Arbitration Association. The award and decision of the Arbitrator shall be final and binding, and the award shall be made within thirty (30) calendar days after the conclusion of testimony and argument briefs. The parties shall equally divide the cost of Arbitration, except for attorney fees. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The arbitrator shall have no authority to amend, modify, add to or alter any provision of this agreement.

If a grievance concerns a suspension, a demotion, or a discharge, the grievance shall commence at Step 2.

Failure of the Town to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the grievance procedure. The failure of the Town to comply with any of the deadlines contained in this Article shall be considered a denial of said grievance. If the Union fails to comply with any of the filing deadlines set forth in this article, its grievance shall be waived with prejudice.

The time limits outlined in this article may be extended by mutual agreement of the parties. Any such waiver shall be reduced to writing.

No employee shall have the right to require arbitration, that right being reserved to the Town and Union.

ARTICLE XXVI. INSURANCE

(a) Health Insurance. The Town will provide health insurance options available through the Massachusetts Interlocal Insurance Association ("MIIA") to all its subscribers, including all of the Bargaining Unit's members.

(b) Basic Life Insurance Policy. The Town pays fifty percent (50%) and the employee pays fifty percent (50%) of the premium for \$5,000.00 coverage. Optional Life Insurance is also available. Employees who qualify for Basic Group Life can purchase additional group life insurance. The amount of insurance, which can be purchased, is based on level of earnings. The employee pays 100 percent (100%) of the premium. This section is subject to the terms of the policy between the Town and the insurance carrier.

(c) Employees will be insured from personal liability while driving Town vehicles on Town business subject to the terms of the policy between the Town and the insurance carrier.

ARTICLE XXVII. RETIREMENT AND PENSION

Employees are entitled to retirement benefits in accordance with and subject to the provisions of the Middlesex County Retirement System, brochures on which are available from the Middlesex County Retirement Office in Cambridge.

ARTICLE XXVIII. APPLICABLE LAW AND REGULATIONS

Copies of Town and Department policies will be provided to employees and the Union and will be posted in the workplace. Employees will be subject to the following Town policies:

(a) Sexual Harassment Policy, Section 24 of Amended and Restated Personnel Administration Plan for the Town of Sherborn, dated April 2009, and as amended by 2011 Annual Town Meeting, Article 28 (attached to this agreement as Appendix (B)).

(b) Substance Abuse Policy, Section 27 of Amended and Restated Personnel Administration Plan for the Town of Sherborn, dated April 2009 (attached to this agreement as Appendix (C)).

The union will be given the opportunity to bargain any new policy or any change in an existing policy to the extent bargaining with regard to such policy or policy change is required by G.L. c. 150E s. 6. The agreement, however, shall govern with respect to terms and conditions of employment that are explicitly covered herein. Employees and the Town are also subject to and will adhere to applicable state and federal laws and regulations which govern any aspect of their employment.

ARTICLE XXIX. NO STRIKE-NO LOCKOUT

a) Under the terms of this agreement, the Union or any stewards shall not cause any strike, slowdown, sit-down, stay-in or work stoppage, which would interfere with the employer's operations.

(b) The employer shall not cause or affect any lockout of any or all its employees.

ARTICLE XXX. MISCELLANEOUS

(a) Bulletin Board. Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notice of routine nature', agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

(b) Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service Rule or Town By-law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege, or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

(c) No Discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and that such persons shall receive the full protection of this Agreement.

(d) The paychecks of the employees will be itemized so that the nature and amount of all deductions from the paychecks will be made known to the employees.

(e) The employer shall reimburse an employee for the cost of all licenses, which the employer requires the employee to maintain as well as for the cost of membership fees and initiation fees in organizations, which the employee is required to join.

(f) Documentation pertaining to the FLSA, FMLA, OSHA Safety Standard, etc. will be posted in a conspicuous place for the employees to review.

(g) Disability Insurance: the premiums for which will be paid for by the employees. The Town will only be responsible for the administrative costs in accordance with M. G. L. Chapter 180, Section 17J.

(h) The failure of the Employer or the Union 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 Employer or of the Union to future performance of any such term or conditions, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE XXXI. EFFECT OF AGREEMENT

This agreement represents the results of collective bargaining between the Town and the Union and constitutes the sole and entire agreement between the parties. It supersedes all prior agreements, practices, understandings, or procedures. Accordingly, any agreements, practices, understandings, or procedures which existed prior to the effective date of this agreement shall not be continued unless specifically included in a clause, sentence or paragraph of this agreement.

(a) This instrument constitutes the entire Agreement between the Town and the Union arrived at as a result of collective bargaining negotiations except such amendments as shall have been reduced to writing and signed by the parties.

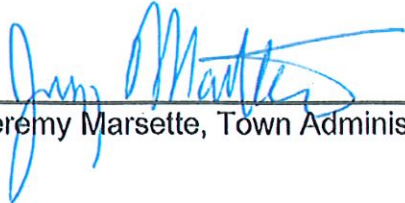
(b) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(c) This Agreement shall be subject to the appropriation of sufficient funds at the Town's Town Meetings.

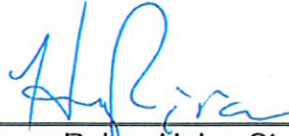
(d) This agreement represents the results of collective bargaining between the Town and the Union and constitutes the sole and entire agreement between the parties. It supersedes all prior agreements, practices, understandings, or procedures. Accordingly, any agreements, practices, understandings, or procedures which existed prior to the effective date of this agreement shall not be continued unless specifically included in a clause, sentence, or paragraph of this agreement.

ARTICLE XXXII. DURATION AND RENEWAL

This Agreement shall become effective on July 1, 2021 and shall remain in full force and effect until June 30, 2024 (FY 2022-FY 2024).




Jeremy Marsette, Town Administrator



Henry Rojas, Union Steward

SELECT BOARD




Daniel Skinner, AFSCME Council 93
Staff Representative Metro/North Shore



Jeffrey Waldron, Chairman



Marian Neutra, Vice Chairman



George Morrill, Clerk



Paul DeRensis



Eric Johnson

Dated: January 5, 2023

Approved as to Legal Form:



Christopher J. Petrini
Town Counsel

Dated: January 11, 2023

APPENDIX A

Rate Classification Sheet

Job position	Step 1	Step 2	Step 3	Step 4	Step 5	New Step 5 Effective July 1, 2023
Foreman	\$ 27.69	\$ 28.42	\$ 29.15	\$ 29.88	\$ 30.61	\$ 31.37
Heavy Equipment Mechanic	\$ 29.83	\$ 30.62	\$ 31.40	\$ 32.19	\$ 32.98	\$ 33.80
Mechanic/ Skilled Laborer	\$ 25.33	\$ 25.99	\$ 26.66	\$ 27.33	\$ 27.99	\$ 28.69
Heavy Equipment Operator	\$ 26.27	\$ 26.96	\$ 27.65	\$ 28.34	\$ 29.03	\$ 29.76
Skilled Laborer	\$ 24.20	\$ 24.83	\$ 25.47	\$ 26.11	\$ 26.74	\$ 27.41
Skilled Laborer/ Tree warden.	\$ 25.44	\$ 26.11	\$ 26.78	\$ 27.45	\$ 28.12	\$ 28.82

APPENDIX B

SEXUAL HARASSMENT POLICY AND COMPLAINT PROCEDURE

Introduction

It is the Town's goal to promote a workplace that is free of sexual harassment. Sexual harassment of Employees occurring in the workplace or in other settings in which Employees may find themselves in connection with their Employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by Employees.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of Employment or as a basis for Employment decisions; or

(b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued Employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect

of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All Employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Complaints of Sexual Harassment

If any Town Employee believes that he or she had been subjected to sexual harassment, the Employee has the right to file a complaint with the Town. This may be done in writing or orally.

If an Employee would like to file a complaint, the Employee may do so by contacting the Town Administrator, a member of the Select Board, or a member of the Personnel Board. These individuals are also available to discuss any concerns the Employee may have and to provide information to the Employee about the Town's policy on sexual harassment and its complaint process.

Sexual Harassment Investigation

When the Town receives a complaint, the Town will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses. When the investigation is completed, the Town will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

APPENDIX C

Drug and Alcohol Policy

No Employee may work or be on Town premises in an official/work capacity if he or she is using or is under the influence of alcohol or illegal drugs, unless such use involves prescription medication determined by the Town to be legal and permissible under the circumstances. Employees also may not use alcohol, except when authorized or illegal drugs when conducting town business while away from the Town's premises. No Employee may possess, purchase, sell or distribute illegal drugs during work or while on Town premises. Violations of this policy are grounds for disciplinary action up to and including termination.