

**Memorandum of Agreement
Between the Town of Sudbury and
The Massachusetts Laborers' District Council
on behalf of
Public Employees Local #1156 of the Laborers' International Union
of North America AFL-CIO**

The Town of Sudbury (Town) and the Massachusetts Laborers' District Council in behalf of Public Employees Local #1156 of the Laborers' International Union of North America AFL-CIO (Union), hereby agree to a successor to the current collective bargaining agreement dated July 2, 2015 to June 30, 2018 collective bargaining agreement to be effective from July 1, 2018 to June 30, 2021.

The terms and conditions of the parties' collective bargaining agreement dated July 2, 2015 to June 30, 2018 shall remain in effect, except as modified below:

1. Article XXI Highway Department Salary Plan

Article XXI shall be amended to reflect the following changes:

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

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

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

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

2. Add new Article: Install GPS units in all DPW vehicles

All members of the Union who are authorized to operate a Town vehicle acknowledge that the vehicle they operate may be equipped with a GPS tracking device. The GPS tracking device will allow the Town to monitor the vehicle for geographic location, speed, hours of operation and other relevant information to the vehicle's utilization for the purpose of maintaining the orderly and efficient operations of the Town. This information shall not be used for disciplinary purposes against members of the Union, absent a violation of federal, state or local law.

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

3. Amend Article XXXV Drug Testing

Town of Sudbury DPW Drug and Alcohol Policy Section 3 to include:

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

Post-accident

Employees are subject to testing when they cause or contribute to accidents that damage a Town of Sudbury vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that drug use could have contributed to the accident. A circumstance that constitutes A REASONABLE BASIS is any instance involving a work-related accident or injury in which an employee who was

operating a motorized vehicle MAY BE IN WHOLE OR IN PART responsible for the accident. In any of these instances, the subsequent testing must take place within two hours following the accident, if not sooner. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.*

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

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

This may be used as a tool to evaluate the root causes of work place injuries or illnesses in appropriate circumstances.

4. Amend Article IX. Overtime

Delete: Special Categories:

For purposes of overtime eligibility, the Head Mechanic shall be included in the Highway/Transfer Station Division and the Assistant Mechanic shall be included in the Cemetery and Trees/Parks & Grounds Division

Delete: Crew Assignment: In the event of division related overtime which is not of a public safety nature, a crew leader and two employees shall be called in to work the contemplated overtime.

5. Amend Article X, Uniforms and Protective Clothing –

Eliminate the process of obtaining a PO and tracking uniform and protective clothing purchases. Checks shall be issued once annually for the clothing allowances.

Delete Section (5) of Article X.

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

Strike last two sentences and re-word Section (2) to eliminate the proof of purchase and following verbiage on trial period.

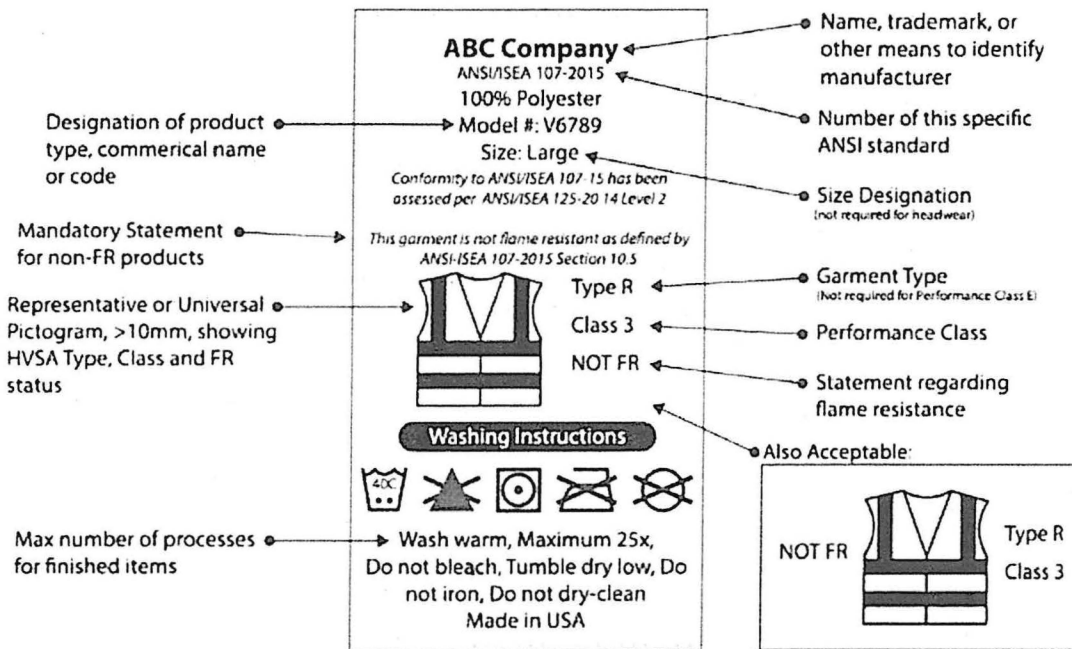
Include **High Visibility Apparel** Memo from Director 5/2017 into contract:

High-Visibility Apparel

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

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

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



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

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

**SUDBURY
PUBLIC WORKS**

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

6. Amend Article XXXIII Crew Leaders and Foremen, Section 2 and 3:

Add Section 1: There shall be established four Foremen positions, which shall be bargaining unit positions. One Foreman shall be assigned to lead the following divisions: Tree and Cemetery, Parks and Grounds, Highway, Drainage and Transfer Station.

Add Section 2: The Foremen shall be assigned to on-call status for one week periods on a rotating basis between November 1 and April 1. Such on-call Foremen shall be responsible for coordinating department response to such things as motor vehicle accidents, downed trees and other public safety issues. The on-call Foreman shall be compensated for a minimum of four (4) hours for each instance of duty. However, to the extent that various matters require the attention of the Foreman on a particular day, such Foreman shall not be compensated for multiple issues during the same four hour period. If multiple incidents extend beyond the four hour period the Foremen shall be paid for time worked. The Foremen shall be compensated by payment of a stipend equivalent to sixteen (16) hours pay at his regular rate of pay for those weeks he is on call.

Change Section 1 to Section 3

Change Section 2 to Section 4

Section 2 (becomes Section 4), following "such crew leader shall not be compensated for multiple issues during the same four hour period." Add: If multiple incidents extend beyond the four hour period the crew leader shall be paid for time worked.

7. Amend Article XXXIII – Section (4) NEW

In the event a Foreman or Crew Leader is requested to attend an after-hour meeting (Tree Hearing, P&R, Conservation, etc.) they shall be paid a two (2) hour minimum for their time worked.

8. Amend Article IX Overtime – Storm Conditions –

Clarify Language: If any employee is required to work sixteen (16) continuous hours during a weather condition event, the Town will compensate the employee for four additional hours at time and one-half. The Town shall still allow the employee a reasonable rest period.

9. Article XIII Sick Leave

Add: Section 4.

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

10. New Article: Personal Days

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

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

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

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

11. New Article: Transfer Station – Holidays

The Transfer station shall be closed on July 4th, Veteran's Day, Thanksgiving, Christmas, and New Year's Day.

12. Article X, Section 2: Uniforms and Protective Clothing

This section will be increased to \$800 (from \$750).

13. Article XXIV: Meal Periods

The dollar amount for meals shall be increased to \$13.00 (from \$12.75)

14. Article XXXIV: Vehicle Use

Add: Foreman shall be entitled to a vehicle to commute back and forth to work from November 1 through April 1. Acting Foreman will be under the discretion of the DPW Director.

Current (as of 7/1/18) Incumbent Foremen, who currently have a Town Vehicle year round, shall continue to have use of a Town-owned vehicle which may be used for purposes of commuting to and from work and to their private residences. In the future, any newly appointed Foreman will only have the use of a Town-owned vehicle for commuting to and from work as noted above.

Housekeeping:

15. >Article 1 Recognition: Section 1. Include Assistant Director of Public Works.

16. Delete: ARTICLE VI: Agency Service Fee

Section 1. The Town agrees to requiring the payment of all Agency Service Fee equivalent to 90% of the Union dues for all employees consistent with Massachusetts General Laws, c.150E, s.12.

Section 2. The Town assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Town harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3. The Union agrees to reimburse the Town for all fees and costs incurred in enforcing the Agency Service Fee.

Article XXXVI - DURATION OF AGREEMENT

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

Duration


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

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

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

Signed this 14th day of August 2018

For the Town of Sudbury:



For the Union:

