

**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 1, 2018 to June 30, 2021 collective bargaining agreement to be effective from July 1, 2021 to June 30, 2024.

The terms and conditions of the parties' collective bargaining agreement dated July 1, 2018 to June 30, 2021 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 7/1/21, all steps on the salary schedule shall be increased by one-half percent (0.5%);

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

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

2. Amend Article IX – Overtime:

Amend as follows:

CONTINUING CREW: If overtime is the result of a delay in an ongoing project, the crew assigned to work on that project for that day shall be offered the overtime first. If the overtime is not able to be filled, it shall then be offered in accordance with the procedures established herein. Two (2) hours minimum overtime will be paid if employees are heldover after 4:00 p.m. to complete an assigned task, as approved by the DPW Director.

3. Amend Article X – Uniforms and Protective Clothing

Section 2: Delete last sentence "There will be an inspection of clothing in November by the DPW Director." and replace with "All clothing shall be clean, neat and respectable as determined by the DPW Director or designee."

4. Amend Article X – Uniforms and Protective Clothing

Section 5:

Last section –

The block lettering "SUDBURY PUBLIC WORKS" was replaced with our new logo.



5. Amend Article XII Holidays

Juneteenth Independence Day and the Day after Thanksgiving shall be added to the list of holidays. If the MOA is signed by both the Town and the Laborers' Union on or before June 1, 2021, the Town will agree to a Sideletter of Agreement to give this holiday in FY21 (June of 2021).

6. Amend Article XXXIII – Crew Leaders and Foremen

Amend Section 2 and Section 4:

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~~ March 31. 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. Two (2) hours guaranteed call back will be paid if employees are called at or after 5:30 a.m. 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.

Section 4. The Crew Leaders shall be assigned to on-call status for one week periods and on a rotating basis between April 1 and ~~November 1~~ October 31. Such on-call Crew Leader shall be responsible for coordinating department response to such things as motor vehicle accidents; downed trees and other public safety issues. Two (2) hours guaranteed call back will be paid if employees are called at or after 5:30 a.m. The Crew Leader 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 Crew Leader on a particular day, such Crew Leader shall not be compensated for multiple issues during the same four hour period. If multiple incidents extend beyond the four hour period the crew leader shall be paid for time worked. The Crew Leader 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.

7. Amend Article XXXI Training and Licenses

Add New Section 6:

The following Stipends will be added for the Licenses noted below and these Licenses will be incorporated into the job descriptions:

Effective 7/1/21: CDL Class A and CDL Tanker Endorsement: \$150 for each license each fiscal year that the employee is licensed (to be paid in first payroll in August).

Effective 7/1/22: Hoisting License Class 2A, Class 4E, and Class 4G: \$75 for each license each fiscal year that the employee is licensed (to be paid in first payroll in August).

8. Article XXXVI - DURATION OF AGREEMENT

The agreement will be effective for a period from July 1, 2021 through June 30, 2024.

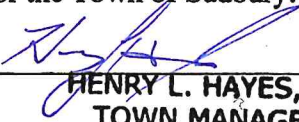
Replace "July 1, 2018 through June 30, 2021" with: "July 1, 2021 through June 30, 2024."

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.

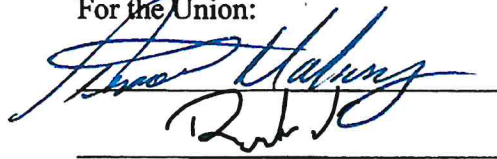

This Agreement is subject to funding and ratification by the Town and ratification by the Union.

Signed this 27th day of OCTOBER 2021

For the Town of Sudbury:


HENRY L. HAYES, JR.
TOWN MANAGER

For the Union:

Highway Grid - FY22								
All steps increased by 0.5%								
	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	60,828	62,654	64,529	66,468	68,464	70,861	74,025
Master Mechanic	Hourly	28.28	29.10	29.90	30.64	31.43	32.51	33.98
Assistant Mechanic	Hourly	27.03	27.92	28.66	29.42	30.22	31.30	32.70
Heavy Equip Operator	Hourly	25.25	25.82	26.67	27.50	28.41	29.40	30.68
Tree Surgeon	Hourly	25.25	25.82	26.67	27.50	28.41	29.40	30.68
Light Equip Operator	Hourly	23.65	24.34	24.77	25.29	25.80	26.69	27.89
Tree Climber	Hourly	23.65	24.34	24.77	25.29	25.80	26.69	27.89
Heavy Laborer	Hourly	22.38	22.82	23.46	24.08	24.71	25.61	26.72
Light Laborer	Hourly	20.39	20.82	21.38	21.92	22.48	23.29	24.31
Landfill Monitor	Hourly	18.53						

Highway Grid - FY23								
All steps increased by 2%								
	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	62,045	63,907	65,820	67,797	69,833	72,278	75,506
Master Mechanic	Hourly	28.85	29.68	30.50	31.25	32.06	33.16	34.66
Assistant Mechanic	Hourly	27.57	28.48	29.23	30.01	30.82	31.93	33.35
Heavy Equip Operator	Hourly	25.76	26.34	27.20	28.05	28.98	29.99	31.29
Tree Surgeon	Hourly	25.76	26.34	27.20	28.05	28.98	29.99	31.29
Light Equip Operator	Hourly	24.12	24.83	25.27	25.80	26.32	27.22	28.45
Tree Climber	Hourly	24.12	24.83	25.27	25.80	26.32	27.22	28.45
Heavy Laborer	Hourly	22.83	23.28	23.93	24.56	25.20	26.12	27.25
Light Laborer	Hourly	20.80	21.24	21.81	22.36	22.93	23.76	24.80
Landfill Monitor	Hourly	18.90						

Highway Grid - FY24								
All steps increased by 2%								
	BASIS	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Foreman	Annual	63,286	65,185	67,136	69,153	71,230	73,724	77,016
Master Mechanic	Hourly	29.43	30.27	31.11	31.88	32.70	33.82	35.35
Assistant Mechanic	Hourly	28.12	29.05	29.81	30.61	31.44	32.57	34.02
Heavy Equip Operator	Hourly	26.28	26.87	27.74	28.61	29.56	30.59	31.92
Tree Surgeon	Hourly	26.28	26.87	27.74	28.61	29.56	30.59	31.92
Light Equip Operator	Hourly	24.60	25.32	25.78	26.32	26.85	27.76	29.02
Tree Climber	Hourly	24.60	25.32	25.78	26.32	26.85	27.76	29.02
Heavy Laborer	Hourly	23.29	23.75	24.41	25.05	25.70	26.64	27.80
Light Laborer	Hourly	21.22	21.66	22.25	22.81	23.39	24.24	25.30
Landfill Monitor	Hourly	19.28						