

**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, 2021 to June 30, 2024 collective bargaining agreement to be effective from July 1, 2024 to June 30, 2027.

The terms and conditions of the parties' collective bargaining agreement dated July 1, 2021 to June 30, 2024 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 7/1/24, all steps on the salary schedule shall be increased by three percent (3%);

Effective 7/1/25, all steps on the salary schedule shall be increased by two and one-half percent (2.5%);

Effective 7/1/26, all steps on the salary schedule shall be increased by 2 percent (2%);

The Town and the Union agree to re-open the CBA during its effective dates for the limited purpose of discussing the increase in wages. More specifically, if the Town voluntarily gives a COLA to one of its Town groups that exceeds what was agreed to with the Laborer's Union, the Town will reopen for the issue of COLAs.

2. Amend Article IX OVERTIME

1) Add at the beginning of the first paragraph: All overtime shall be approved (via phone call, text, or verbal) by the Director or their designee.

2) Also add: "or on vacation" after the word 'sick' after the third sentence.
Revised Language:

All overtime shall be approved (via phone call, text, or verbal) by the Director or their designee. Employees shall be paid an overtime premium for all work over eight (8) hours in any one day or over forty (40) hours in any one week. There shall be no discrimination against any employee who declines to work overtime. If an employee is out on sick **or on vacation** leave during the regularly scheduled work day, they may not be called for overtime, at the discretion of the DPW Director, until those employees who are actually working on the regularly scheduled work day have first been offered the overtime assignment. In situations where the public safety is involved, as determined by the Town Manager, overtime requests shall be mandatory.

The overtime rate of time and one-half shall be computed upon the employee's base salary, which shall not include longevity.

3) Add new section:

Bargaining unit members who work during a Storm or Winter event outside of their regular hours and continue working his/her regular shift will receive overtime compensation (one- and one-half times the employees' regular hourly rate) for each regular hour worked until the end of their shift."

4) Move "CALL BACK" from Article XIX under SCHEDULED OVERTIME:

CALL BACK: An employee called back to work on the same day after having completed their normal shift and left their place of employment and before their next regular scheduled starting time, shall be paid at the rate of overtime for all hours worked on recall. They will be guaranteed a minimum of four (4) hours' pay at the overtime rate. Two (2) hours guarantee call back will be paid if employees are called at or after 5:30 a.m.

5) Under CONTINUING CREW section, add "as approved by the Director or their designee" to the end of the first sentence.

Revised Language:

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 as approved by the Director or their designee. 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 held over after 4:00 p.m. to complete an assigned task, as approved by the DPW Director.

3. Amend ARTICLE XII SICK LEAVE

Section 1, paragraph 3:

Delete "due to illness" and change "his sick leave" to "their".

Revised Language:

When an employee must stay out of work, they or their designee must notify the office within thirty (30) minutes of the start of the work day; or otherwise the employee will forfeit their pay.

4. Amend ARTICLE XV VACATION

Add: ", or their designee, minimum of 24 hours in advance of using the time requested, otherwise they forfeit their pay" at the end of the first sentence after 'Public Works'.

Revised Language:

Employees shall be entitled to their vacations by seniority during the period from March 1 to December 31 each year. All vacation choices shall be subject to the approval of the Director of Public Works, or their designee, by end of shift on day prior to requested day off in advance of using the time requested, otherwise they forfeit their pay. The Town may require all employees to take one week of vacation during the same week each year when the Town chooses to shut down the Highway

Department for one (1) week save a skeleton crew. The skeleton crew will be made up of one (1) Crew Leader, one (1) Heavy Equipment Operator and one (1) Light Equipment Operator. This crew will be filled on the basis of seniority. Beginning in 1989, the Town will consult with the Union on or before April 1 of each year to determine the best week in the Summer to shut down the Highway Department.

5. Amend ARTICLE XIX CALL BACK

Move this Article to Article IX OVERTIME

6. Amend ARTICLE XXXI TRAINING AND LICENSES

1) Section 3A:

Hoisting License:

Add: “**All Employees, including**” Heavy Equipment Operators “**(HEO), and above**”, to the beginning of the sentence. Add to end of sentence: “**A licensed employee is defined as an individual who has current and unexpired CDL and Hoisting Licensure.**”

Revised Language:

All employees, including Heavy Equipment Operators **(HEO), and above**, are required to have a valid hoisting license as well as a valid medical certificate. A licensed employee is defined as an individual who has current and unexpired CDL and Hoisting Licensure.

Add New Paragraph after Hoisting License and before Hoisting License Renewal Sections:

If an employee is hired for an HEO position and does not possess the required licensure for said position, the employee shall be hired at a lower grade (LEO) for one year or until such time the employee obtains all the required licenses for said position, whichever is less. Upon the employee successfully obtaining all the required licenses for the HEO position (CDL and Hoisting Engineer’s licenses), the union employee will then be promoted to HEO* at the discretion of the Director.

*Employees promoted to a higher ranked position shall be placed on the lowest salary step of the new title that will ensure a minimum of a three percent (3%) annual pay raise over his previous title and step. In no event shall step placement under these circumstances result in an employee exceeding the maximum rate established on the salary scale for the new title.)

The date of the promotion shall be used as the annual anniversary date for future annual evaluations and step raises.

2) Hoisting License Renewals:

In the second paragraph, delete “an HEO” and replace with “a licensed employee” at the beginning of the sentence. Delete after the word ‘continue’ - “as an HEO” and replace with “in their current grade/position” in the first sentence.

3) In the third paragraph, replace “HEO” with “licensed employee” in the first sentence of the next paragraph and replace “if the Town has a need for a LEO as determined by the DPW Director for a period not to exceed four weeks” with “until such time that the licenses are reinstated or obtained” at the end of the first sentence. Then replace “HEO” with “previously held grade/position” in the second sentence. In the third sentence, replace “four weeks’ with “ninety (90) calendar days”.

Revised Language:

Hoisting License Renewals:

All employees should apply for renewal of licenses immediately after receiving notification that their license needs to be renewed, but no later than three business days upon notification from the state. Employees must keep records to be able to prove they responded immediately to the notification and took all steps necessary to prevent expiration of license and medical certificate.

If a licensed employee takes every initiative to renew hoisting license and medical certificate and the license/certificate is not received before the expiration date, the employee will still continue in their current grade/position for a period of 30 calendar days but must not use any equipment requiring said license/certificate. If after 30 calendar days the license/certificate has still not been received the DPW Director will review the situation.

However, if a licensed employee does not have a valid hoisting license or medical certificate AND is not able to prove that the state is at fault, the employee will be demoted to a Light Equipment Operator (LEO) until such time that the licenses are reinstated or obtained. The employee will be restored to previously held grade/position level once the license/certificate is received and presented to the DPW Director. If after ninety (90) calendar days, the employee still had not received the hoisting license or medical certificate, then further disciplinary action will be taken up to and including termination of employment with the Town.

7. Amend ARTICLE XXXIII CREW LEADERS AND FOREPERSONS

1) Section 2: Change Foremen to Forepersons

Halfway through the paragraph after ‘duty’ add “(outside of the period between 5:30 AM and 7:00 AM) Monday through Friday”.

Revised Language:

Section 2. The Foremen shall be assigned to on-call status for one week periods on a rotating basis between November 1 and 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 (outside of the period between 5:30 AM and 7:00 AM Monday through Friday). 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.

- 2.) Mechanics will be added as their own separate on-call rotation group. The Master Mechanic and the Assistant Mechanic shall rotate weekly on-call status such that one Mechanic is on call every other week starting at 3:30 PM Thursdays.
- 3.) Increase Stipend to 20 hours for Crew Leaders, Forepersons and Mechanics (currently 16 hours).

8. Amend Article XXXIV Vehicle Use

Forepersons may take vehicle home year-round (currently just 11/1 to 3/31). Management reserves the right to reconsider if the distance from the DPW Building to the domicile exceeds 25 miles as measured in a straight line.

9. Amend ARTICLE XXXVIII TRANSFER STATION HOLIDAYS

- 1) Add Juneteenth to the list of holidays that the Transfer Station will be closed.
- 2) After the first sentence add a new sentence: “When a Holiday falls on a Saturday when the Transfer Station is scheduled to be open, the employees assigned to the Transfer Station shall take the Friday prior to the Holiday and work the preceding Monday such that it does not create an extra 8 hours of payroll, however, still fulfills a 40 hour work week without any additional overtime on either week.”

10. Add New Section

Any lateral transfer of a Public Works employee to another division within the Public Works Department requires approval by the Director. All lateral transfers will require the employee to remain in the new division for at least six (6) months from start date in new division before any request to transfer to another division within the Department will be considered, unless the DPW Director determines it is in the best interest of the Town.

11. New Item Agreed to but does not Need to be in CBA

Employee Retention: Provide training availability for CDL with stipulation that an agreement is signed by both parties recognizing the new employee will remain employed with the Town of Sudbury for a minimum period of three (3) years. If the employee leaves on their own volition, then the employee shall be liable for a prorated amount (on a sliding scale) of the course over the three (3) year period.

12. Housekeeping:

Change man/he/his or any other reference to gender to they/their(s), etc. throughout the agreement. (And change Foreman to Foreperson.)

13. Article XXI Highway Department Salary Plan

Amend next to last paragraph to read:

Light Equipment Operator - After eight (8) years of satisfactory service, and having necessary license (MA Hydraulic license) and ability to safely and proficiently operate required equipment, a Light Equipment Operator will be upgraded to Heavy Equipment Operator. This provision is subject to the grievance/arbitration clause of the Collective Bargaining Agreement.

Management reserves the right to promote a licensed LEO (Light Equipment Operator) to HEO (Heavy Equipment Operator) sooner than 8 years at managements' sole discretion.

14. Article XXXVI - DURATION OF AGREEMENT

The agreement will be effective for a period from July 1, 2024 through June 30, 2027.

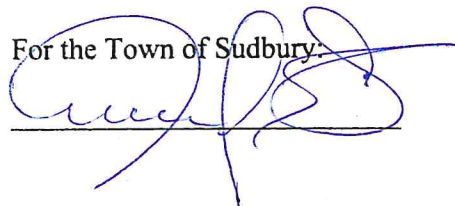
Replace "July 1, 2021 through June 30, 2024" with: "July 1, 2024 through June 30, 2027."

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 12th day of SEPTEMBER 2024

For the Town of Sudbury:



For the Union:

