

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MARLBOROUGH
AND THE MASSACHUSETTS LABORERS DISTRICT COUNCIL OF THE
LABORERS INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO – LOCAL 272**

The Bargaining Team of the City of Marlborough (the “City”), acting subject to the ratification of this Memorandum of Agreement (the “Agreement”) by the City, to whom the Bargaining Team will recommend acceptance, and the Bargaining Team of the Massachusetts Laborers District Council of the Laborers International Union of North America, AFL-CIO – Local 272 (the “Union”) (collectively, the “Parties”), acting subject to the ratification of this Agreement by the Union’s membership, to whom the Bargaining Team will recommend acceptance, agree to the following terms and conditions for a successor collective bargaining agreement (the “Successor Contract”) that will be in effect from July 1, 2024, through June 30, 2027.

1. Term of the Successor Contract

The Successor Contract shall be effective for the three (3) year period from July 1, 2024 through June 30, 2027. Applicable date changes shall be made on the cover page, Term of Contract, and in other appropriate provisions of the Successor Contract in order to reflect the term of the new contract.

2. Maintenance of the Provisions of the Predecessor Contract

All terms and provisions of the predecessor collective bargaining agreement effective from July 1, 2021, through June 30, 2024, will, except as modified by the terms of this Agreement, be carried over intact into the Successor Contract.

3. Housekeeping

Amend the Contract so that all pronouns in the Contract to be gender neutral (i.e., they, their, and them).

4. Housekeeping

Delete the following outdated references in the Contract, and reserves the right to supplement this list with any additional outdated references discovered during this bargaining process:

In Article 1 (Recognition), Section 1:

~~Notwithstanding the provisions of Article 9, Section 3 of the 2000-2003 Collective Bargaining Agreement, the following individual shall be paid at top step when assigned by the City to perform the duties of a higher-rated position:
James Beauregard~~

In Article 9 (Compensation), Section D, Section F, and Section G:

- D. An employee who holds a Geographic Information System Professional (G.I.S.P.) certification, as authorized by the Commissioner in his/her sole discretion, shall receive an annual stipend of \$300.00, ~~effective July 1, 2007.~~
- F. TUITION REIMBURSEMENT. . . . Tuition reimbursement will be made for a course taken and passed with a minimum grade of B and approved in advance by the Commissioner. On July 1 of each year (~~beginning July 1, 2007~~) . . .
- G. INDUSTRIAL PRETREATMENT PROGRAM (IPP STIPEND). ~~Effective July 1, 2011,~~ an employee designated in writing by the Commissioner of Public Works to manage the City's Industrial Pretreatment Program (IPP) shall receive an annual stipend of \$1,000 payable on the first payday in December.

In Article 15 (Holidays), Section 1:

The following days, on the days observed by the City only, shall be recognized as paid holidays: New Year's Day, Martin Luther King Day, Washington's Birthday (President's Day), Patriot's Day, Memorial Day, Juneteenth (~~effective as of 1/1/22~~), Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any day designated by the Governor and accepted by the City as a legal state-wide holiday.

5. Promotions and Vacancies (Article 8)

Amend Article 8 (Promotions and Vacancies), Section 2 by deleting the stricken language and inserting the language in red as follows:

An employee appointed pursuant to this Section, shall serve a probationary period of six (6) calendar months, unless extended by **the Commissioner of Public Works. This decision will not be grievable.** ~~agreement between the City and the Union.~~

6. Promotions and Vacancies (Article 8)

Amend Article 8 (Promotions and Vacancies), Section 1 by deleting the stricken language and inserting the language in red as follows:

Section 1: TEMPORARY ASSIGNMENTS TO HIGHER RATE POSITIONS. When the City determines that the filling of a temporary vacancy within the bargaining unit is necessary, that position shall be filled by other qualified personnel within the bargaining unit. ~~In the event that there exists more than one qualified candidate within the bargaining unit, seniority shall be used to determine which candidate will be selected.~~ **The person filling that vacancy shall be selected based upon the most qualified candidate. Where qualifications, as determined by the City, are relatively equal, seniority will be used as the tiebreaker.**

Should the City determine that no qualified personnel exist within the bargaining unit, the City may select a qualified candidate from outside the bargaining unit. ~~In the event that there exists more than one qualified candidate outside the bargaining unit, seniority with the City (if any) shall be used to determine which candidate will be selected.~~ **The person filling that vacancy shall be selected based upon the most qualified candidate. Where qualifications, as determined by the City, are relatively equal, seniority will be used as the tiebreaker.**

7. Health and Dental Insurance (Article 13)

Amend Article 13 (Health and Dental Insurance), Section 2 by deleting the stricken language and inserting the language in red as follows:

The City will provide health and dental insurance for bargaining unit employees. The City agrees to contribute 70% of the cost for the ~~EPO~~ **HMO** Plan and 60% of the cost for the PPO Plan. The City will maintain the 50% contribution for dental insurance. Nothing contained herein shall limit the City's right to implement a change in group insurance benefits under the provisions of M.G.L. c. 32B, sections 21-23, which the City has recently adopted.

8. Grievance Procedure (Article 7)

Amend Article 7 (Grievance Procedure), Section 2, Step 4 by adding the language in red as follows:

Step 4: If the grievance is not resolved at Step 3, the Union or City only may present the grievance as written to arbitration in accordance with the rules of the American Arbitration Association within thirty ~~working~~ days of the Union's receipt of the response of the Mayor or his designee. **The cost of the arbitrator born equally by both parties, except for the initial filing fee which shall be paid by the Association.** The arbitrator shall have no power to alter, amend, ~~or~~ add to **or delete from** this Agreement.

9. Compensation (Article 9)

The Parties agree to increase the base salary wage scale by the following percents:

Effective July 1, 2024, there will be a three percent (3%) increase in base wages.
Effective July 1, 2025, there will be a three percent (3%) increase in base wages.
Effective July 1, 2026, there will be a three percent (3%) increase in base wages.

10. Additional Compensation

Contingent upon ratification of this agreement, the City will pay a one-time, lump sum, non-pensionable signing bonus to all current members of the Union equal to one percent (1%) of their FY2024 base pay.

11. Wage Reopener

In the event that the City and the unions representing the City's Department of Public Works Laborers, Foreman, or the Marlborough Municipal Employees Association ratify a collective bargaining agreement for the July 1, 2024 to June 30, 2027 term with a COLA increase of more than 3% per year of the contract, the Parties agree that this Successor Contract may be reopened for further negotiation of COLA only.

12. Compensation (Article 9)

Amend Article 9, Section 2 by deleting the stricken language and inserting the language in red:

B. CDL ENDORSEMENT STIPEND. An employee requested by the Commissioner to utilize a ~~Class A~~ commercial driver's license, or a commercial driver's endorsement, shall receive a stipend of ~~\$300~~ \$400.

13. Overtime (Article 10)

Amend Article 10 by inserting the following language in red:

Employees who work an emergency operation that continues from the previous normal workday (before 3:00pm) straight through to the end of the normal next workday (3:00pm), including the 2-hour recuperation time, shall receive an additional three hours of pay at the overtime rate. The Commissioner of Public Works will have sole discretion in determining whether an employee has fulfilled the requirements for each event.

Snow and Ice Operations. The City of Marlborough will provide a \$1,000 perfect attendance bonus stipend to eligible overtime personnel who report to every winter plowing event when called and remain until their assignment is completed. The Chiefs of the Easterly and Westerly Treatment Plants will coordinate with the Commissioner of Public Works to determine which assignments qualify for this bonus. The Commissioner of Public Works will have sole discretion in determining whether an employee has fulfilled the requirements for each event. The stipend will be paid annually at the end of April.

14. Prorated Attendance Bonus

From the date of ratification of this Agreement to the last day in April 2025, the perfect attendance bonus stipend described in #13 above shall be available as a one-time \$300 bonus for eligible overtime personnel who report to every winter plowing event when called and remain

until their assignment is completed. The Chiefs of the Easterly and Westerly Treatment Plants will coordinate with the Commissioner of Public Works to determine which assignments qualify for this bonus. The Commissioner of Public Works will have sole discretion in determining whether an employee has fulfilled the requirements for each event.

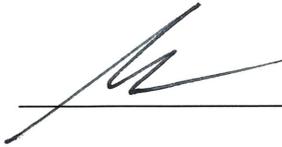
15. Longevity (Article 11)

Amend Article 11 by deleting the stricken language below:

~~New employees added to the City payroll after the date of the Union's ratification of the FY2009-FY2012 Agreement (dated November 22, 2011) will not be eligible for a longevity payment.~~

The Parties have executed this Agreement as of the date set forth below:

For the Massachusetts Laborers District Council Of The Laborers International Union Of North America, AFL-CIO – Local 272



2/21/2025

Date

For the City of Marlborough:



2/21/25

Date