

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MARLBOROUGH
AND THE MARLBOROUGH FOREMAN’S UNION, SEIU, LOCAL 888, CTW-CLC**

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 Marlborough Foreman’s Union, SEIU, Local 888, CTW-CLC (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Delete the following outdated references in the Contract:

In Article 12 (Overtime), Section 2 and 3 deleting “Effective May 17, 1994”

In Article 16 (Clothing Allowance), Section 1 amending by deleting the stricken language and inserting the language in red as follows: “Each employee shall receive an annual uniform and clothing allowance for the lease, rental or purchase by said employee of uniforms and other sundry items used during performance of the employee’s duties in the amounts as follow: ~~Effective July 1, 2018:~~ **of** One thousand, two hundred fifty dollars (\$1250).

In Article 18 (Holidays), deleting “(effective 1/1/22)” and removing the underline from “Juneteenth”

5. Health and Dental Insurance (Article 14)

Amend Article 14 (Health and Dental Insurance) by deleting the stricken language and inserting the language in red as follows:

According to current City policies, the City and the employee will share the cost of the health insurance (~~EPO~~ **HMO** 70/30%, and PPO, 60/40%) and the dental insurance (50/50%).

6. Seniority (Article 10)

Amend Article 10 (Seniority) by deleting the stricken language and replacing it with the language in red as follows:

The principle of seniority shall govern and control in all cases of preference in assignment to shift work and choice of vacation period, **except for the selection of intermittent general foreman**. Seniority will be defined as length of tenure within ~~the Marlborough Department of Public Works only~~ **this bargaining unit**.

7. Salaries (Article 13)

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.

8. 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.

9. Salaries (Article 13)

Amend Article 13 (Salaries), Section 2 by deleting the stricken language and replacing it with the language in red:

Section 2: An employee assigned to work as an Interim General Foreman shall be paid **at a rate of 1.20 times the top step of the Foreman's hourly rate**. ~~as follows, according to his respective date of seniority within the Marlborough Department of Public Works only, provided that the step rate he shall earn shall be at least one hundred (\$100.00) per annum more than his current salary and, if same is not, then he shall be paid at the next higher step but not to exceed the maximum salary of an Interim General Foreman:~~

- a. ~~Up to three (3) years of complete service, MINIMUM STEP~~

- b. ~~From three (3) to six (6) years of complete service, STEP I~~
- c. ~~From seven (7) to nine (9) years of completed service, MAXIMUM STEP~~

For those appointed after July 1, 2001:

- a. ~~Zero (0) to eight (8) years of service, MINIMUM STEP~~
- b. ~~Nine (9) to twelve (12) years of service, STEP I~~
- c. ~~Thirteen (13) to sixteen (16) years of service, STEP II~~
- d. ~~Seventeen (17) or more years of service, MAXIMUM STEP.~~

10. Salaries (Article 13)

Amend Article 13 (Salaries) Section 4, by removing the stricken language and adding the language in red below:

~~Section 4: In lieu of the City's future payment/stipend for any and all licenses and/or endorsements beyond the minimum required by the City for their position, each foreman (payable only to members in the bargaining unit at the time of ratification) shall receive a one-time payment in the amount of one thousand dollars (\$1,000) (minus standard deduction), which shall not be considered part of the base salary for any other wage compensations or for retirement purposes. Employees, however, as a condition of employment, must maintain the license/endorsement that are required for their position. The City will continue to pay for license/endorsement renewals that are required for their position. (Payment of the \$1,000 (minus standard deductions) was made by the City to Local 888 members in 2014). Effective 5.30.18 the City will pay an annual stipend of three hundred (\$300.00) to employees for their highest level license. Payment will be the first payday in December.~~

The City will pay a one thousand dollar (\$1,000) non-pensionable, annual stipend for holding any license or endorsement beyond the minimum required by the City for their position. The licenses and/or endorsement must relate to the employee's position with the City. Payment will be the first payday in December.

11. Miscellaneous (Article 24)

Amend Article 24 (Miscellaneous), Section 10 by deleting the stricken language and inserting the language in red as follows:

~~Section 10: Promotions and Vacancies. For all promotions and vacancies that the City determines to fill, the City will administer an appointment process that will include the following steps and criteria:~~

- a. ~~The position will first be posted to all bargaining unit members for a period of five (5) days. Thereafter, the position will be posted internally, and the City may choose to also advertise the position outside of the Union;~~
- b. ~~All internal candidates will receive an interview. The City may choose to utilize an interview panel or assessment center;~~

- c. Education, certifications, training, experience, knowledge, skill, leadership ability, efficiency, past job performance and references, or any combination thereof, will be reviewed and evaluated;
- d. A written examination may be utilized.

Based upon the above process, the City will hire the most qualified candidate. Where qualifications are determined by the City to be equal, seniority within the ~~Marlborough Department of Public Works~~ **this bargaining unit** will be used as the tiebreaker. **The final decision will be made by the Commissioner of Public Works.**

12. Overtime (Article 12)

Amend Article 10 by inserting the following language in red:

Section 6: Employees who work an emergency, including but not limited to, a snow and ice operation or a water main break, that continues from the previous normal workday (before 3:30pm) straight through to the end of the normal next workday (3:30pm), including the 2-hour recuperation time, shall receive an additional three hours of pay at the overtime rate.

An emergency may consist of a weather event (hurricane, tornado, tropical storm, snow storm, ice conditions or natural disasters of similar proportions) or an anticipated weather event described above based upon validated weather forecasts or reports.

Section 7: Snow and Ice Operations. The City of Marlborough will provide a \$1,300 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 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.

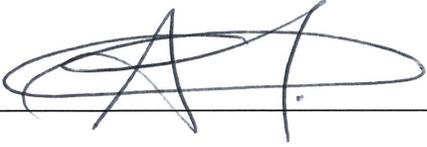
13. Appendix A

Amend No. 18 of Appendix A by deleting the stricken language and replacing it with the language in red:

18. ~~Senior, most qualified, person in the next lower grade to be used as an intermittent general foreman~~ Intermittent general foreman shall be selected based upon the most qualified candidate. Where qualifications, as determined by the Commissioner of Public Works, are relatively equal, seniority (within this bargaining unit) will be used as the tiebreaker.

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

For the Marlborough Foreman's Union, SEIU, Local 888, CTW-CLC



3-14-2025

Date

For the City of Marlborough:



3/17/25

Date