

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF MARLBOROUGH AND THE  
MARLBOROUGH PUBLIC WORKS EQUIPMENT OPERATORS ASSOCIATION**

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 and City Council, to whom the Bargaining Team will recommend acceptance, and the Bargaining Team of the Marlborough Public Works Equipment Operators Association (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, them, or employee as appropriate).

**4. Housekeeping**

Amend the Contract by removing the following stricken language in Article 19, Section 1 and Article 22, Section 3.

**Article 19, Section 1:**

“Section 1: The following days, on the days observed by the City of Marlborough only, shall be recognized as paid holidays: New Year’s Day, Martin Luther King Day, President’s Day, Patriot’s Day, Memorial Day, Juneteenth (~~effective 1/1/22~~), Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus any day designated by the Governor and accepted by the City as a legal state-wide holiday unless the specific day an employee works is the day the holiday is observed in the Commonwealth.”

**Article 22, Section 3:**

~~“Any employee who has retired between July 1, 1997 and September 1, 1997 shall be eligible for superannuation retirement.~~

~~Any employee who, upon the date of signing this Agreement, has achieved eligibility for maximum retirement benefits may exercise the option of superannuation retirement by retiring on or before 07/01/1998. Eligibility requirements 1(a) and 1(b) shall be waived for employees exercising superannuation retirement under this section.”~~

**5. Article 1, Section 2**

Amend Article 1, Section 1 by removing the stricken language and inserting the language in bold below:

Section 2: A "probationary employee" shall be an employee who has not completed ~~six~~ **twelve (12)** months of employment.

**6. Article 8, Section 1**

Amend Article 8, Section 1 by inserting the language in bold below:

“Step 4: If the grievance remains unresolved, the Union may, within thirty days of receipt of the disposition by the Mayor or ~~his~~ **their** designee, refer the grievance to the American Arbitration Association in accordance with its rules and regulations. **The cost of the arbitrator will be borne equally by both parties.** The arbitrator shall have no power to alter, amend, add to or delete from this Agreement.”

**7. Article 10**

Amend Article 10 by inserting the language in bold below:

“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 foreman.** Seniority for purposes of this contract shall be measured by the date an employee was hired (or transferred) into a position in this bargaining unit.”

**8. Article 11, Section 4**

Amend Article 11, Section 4 by removing the stricken language and inserting the language in bold below:

Section 4: A laborer who is assigned to work as an interim foreman shall be paid at ~~the foreman's a rate~~ **equal to 1.28 times the maximum laborer's** step for all hours actually worked as the interim foreman at a step as determined below.

- a. Should a laborer work as an interim foreman during overtime hours (as defined in Article 12, Section 1) ~~he~~ **they** shall be paid at a rate equal to the sum of the **interim** foremen’s straight time hourly rate ~~in accordance with the scale in section E,~~ plus one half the laborer’s straight time hourly rate maximum step.
- b. Should a laborer covered by paragraph B work as an interim foreman during overtime hours on a holiday for which a laborer would receive double time (as defined in Article 18, Section 2) ~~he~~ **they** shall be paid at a rate equal to the sum of the **interim** foremen’s straight time hourly rate ~~in accordance with the scale in section E,~~ plus the laborer’s straight time hourly rate maximum step.
- e. ~~e.~~ **Years of Service:**

0 to 5 years	Minimum Step
5 to 7 years	Step 1
7 to 10 years	Step 2
10 or more years	Maximum Rate

The above rates are according to the City of Marlborough DPW Foreman’s pay scale for the Collective Bargaining Agreement.

**9. Article 13, Section 1(b)**

Amend Article 13, Section 1(b) by inserting the language in bold below:

**“Effective upon ratification of this Agreement, employees not on call who do not work into the regular work schedule shall receive a minimum of four (4) hours per call. Employees who work an emergency operation that continues from 9:00pm or earlier on one workday straight through to the end of the normal next workday (3:30 p.m.), including the 2-hour recuperation time (where applicable), shall receive an additional three hours of pay at the overtime rate.”**

**10. Article 14, Section 1**

Amend Article 14, Section 1 by inserting the language below in bold:

“Section 1: Laborers hired on or after May 1, 2017, must qualify for and receive their CDL and Hoisting License, **the City must query the laborer through the Clearinghouse before the laborer is permitted to operate a commercial motor vehicle. Upon clearing this query,** the laborer will be reclassified and paid as a SMEO/Laborer. Failure to obtain both a CDL and a Hoisting License within one (1) calendar year from date of hire will result in automatic termination of employment, without resort to the grievance or arbitration process contained in this agreement; the sole exception being a dispute over whether a Laborer obtained a CDL and Hoisting License within one (1) calendar year from the date of hire is subject to the grievance and arbitration procedure, with the sole issue in such arbitration being whether both such

licenses were timely obtained (i.e., if not timely obtained then the termination shall be upheld; if timely obtained, then the termination shall be reversed).”

**11. Article 14, Section 1**

Amend Article 14, Section 1 by removing the stricken language and inserting the language in bold below:

“Effective July 1, ~~2021~~ **2024** there will be a ~~1%~~ **3%** increase in base wages.  
Effective July 1, ~~2022~~ **2025** there will be a ~~2%~~ **3%** increase in base wages.  
Effective July 1, ~~2023~~ **2026** there will be a ~~2%~~ **3%** increase in base wages.”

**12. Article 14, Section 4**

Amend Article 14, Section 4 by removing the stricken language below and inserting the language in bold:

“Section 4: On a bi-weekly or weekly basis, to be determined by the City, all employees will be paid by paperless electronic direct deposit. All members will be responsible to provide the information necessary to make such direct deposits to the ~~City’s Accounting Department~~ **Treasury (Payroll) Department** within sixty (60) days of the execution of this agreement.”

**13. Article 14, NEW Section 7**

All bargaining unit members employed as of the day of the Union’s ratification of and subject to this Agreement shall receive a one-time payment of \$1,000 in lieu of the City retroactively applying the below perfect attendance bonus to the first year of the Successor Contract. The Successor Contract shall amend Article 14 by adding a new Section 7 and be applied for year two and three of the Successor Contract as follows:

**“The City of Marlborough will pay a \$1,200 perfect attendance bonus stipend for personnel eligible for overtime that report to every declared winter plowing event (excluding salting operation, snow removal, push-back operation) when called and stay until their assignment has been declared completed. Unavailability for a plowing event while on an approved time-off that was approved at least one week prior to the winter plowing event, or bereavement or jury duty, shall not disqualify an employee from eligibility for the bonus. The bonus stipend shall be paid each year at the end of April.”**

**14. Article 13, Section 2**

Amend Article 13, Section 2 by removing the stricken language and inserting the language in bold below:

“Employees **in the Streets Division and the Water and Sewer Division** on call for the weekend, shall receive fourteen (14) hours pay at the overtime rate; **employees in Pump Station sub-division on call on any day shall receive two (2) hours pay at the**

**overtime rate**, plus the minimum number of hours for time worked as noted in and in accordance with the provisions of Section 1 and Section 1(a) of this Article. On-call time shall be quitting time on Friday until starting time on Monday. Employees on call on a holiday shall receive six hours pay at double their regular rate of pay.”

**15. Article 15, Section 2**

Amend Article 15, Section 2 by removing the stricken language below and inserting the language in bold:

“Section 2: The City will provide the ~~Tufts PPO~~ and the ~~Tufts EPO HMO~~ to unit members. The City shall contribute 60%, the employee 40% to the PPO option; the City shall contribute 70% and the employees 30% to the **EPO HMO** option.”

**16. Article 22, Section 3(b)(1)(b)**

Amend Article 22, Section 3, sub-paragraph “b(1)(b)” by removing the stricken language and inserting the language in bold below:

“b. Must have ~~maintained~~ a minimum of ninety (90) sick days ~~annually for five (5) consecutive years prior to~~ **at the time of** retirement;”

**17. Article 22, Section 3(b)(2)(a)**

Amend Article 22, Section 3, sub-paragraph “b(2)(a)” by removing the stricken language and inserting the language in bold below:

“b. Must have ~~maintained~~ a minimum of ninety (90) sick days ~~annually for five (5) consecutive years prior to~~ **at the time of** retirement;”

**18. Article 25, Section 5**

Amend Article 25, Section 5 by removing the stricken language:

Section 5: To maintain confidentiality, all results of DOT Drug & Alcohol testing will be handled exclusively by the Human Resource Director. ~~The record of any first violations of the City’s Drug and Alcohol Policy shall be expunged after 5 years subsequent to said violation.~~

**19. Article 25, NEW Section 7**

Amend Article 25 by inserting the language in bold below in a new Section 7:

**Effective upon ratification of this Agreement, employees covered under this Agreement shall be eligible for an annual safety training stipend in the amount of one thousand three hundred dollars (\$1,300), provided they complete and submit**

documentation for approved safety-related coursework by November 15. Payment of the stipend shall be made by the first pay period of December.

The courses must be related to workplace safety and operations and may include, but are not limited to, OSHA training, confined space entry, trench safety, lockout/tagout, traffic control, and other training relevant to the duties of SMEO and laborer classifications. The Commissioner of Public Works or their designee shall determine whether a particular course or set of courses qualifies for stipend eligibility. Costs for approved courses shall be paid by the City.

To be eligible for the stipend, an employee must complete a minimum of 10 Training Contact Hours (TCHs) of pre-approved safety training prior to November 15 of each calendar year. All coursework must be completed during regular working hours unless otherwise approved in advance by the Commissioner of Public Works or their designee.

The OSHA 10-hour Construction Safety and Health course may be used to satisfy the annual TCH requirement only once during an employee's term of employment. Repeated completion of OSHA 10 will not be credited toward future stipend eligibility.

#### 20. Appendix A, ¶ 11

Amend Appendix A, Past Practice at ¶ 11 by removing the stricken language and inserting the language in bold below:

“Time called for an emergency response is ‘starting time’ if employee reports to work within ~~thirty (30)~~ **forty-five (45)** minutes of that call.”

#### 21. Appendix A, ¶ 19

Amend Appendix A, Past Practice at ¶ 19 by removing the stricken language and inserting the language in bold below:

~~Senior, most qualified, person in the next lower grade to be used as an intermittent foreman.~~ **Intermittent foreman shall be selected based upon the most qualified employee within the Division of the DPW where the foreman position is vacant. The determination of the most qualified shall be based upon posted qualifications (e.g., education, certifications, training, experience, knowledge, skill, leadership ability, efficiency), and past job performance. Where qualifications and past job performance are relatively equal, seniority within this bargaining unit will be used as the tiebreaker.**

#### 22. Appendix A, ¶ 21:

Amend Appendix A, Past Practice at ¶21 by inserting the language in bold below:

“21. When **July 4<sup>th</sup>**, Christmas, and New Year’s Day fall on a Thursday, employees will have the following Fridays off.”

**23. Appendix A, ¶ 27**

Amend Appendix A, Past Practice at ¶27 by removing the stricken language and inserting the language in bold below:

“27. Upon proof of payment the City shall reimburse employees up to ~~\$75~~ **\$100** annually for cost of a Department of Transportation (“DOT”) physical examination; provided that for employees that the DOT requires to take twice a year physical exams, upon proof of payment the City shall reimburse employees up to ~~\$75~~ **\$100** for each of the two such physical exams.”

**24. Appendix A, ¶ 30**

Amend Appendix A, Past Practice at ¶30 by removing the stricken language and inserting the language in bold below:

“For the Street Dept., summer on-call will be paid for ~~five (5)~~ **ten (10)** hours with a two (2) hour minimum per call from Friday at 3:30 P.M. until Monday at 7:00 A.M.”

**25. Additional Compensation**

Upon ratification of the 2024-2027 collective bargaining agreement, all bargaining unit members employed as of the day of the Union’s ratification of this Agreement shall receive a one-time, lump sum, non-pensionable signing bonus equivalent to 1% of the employee’s FY2024 base salary.

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

For the Marlborough Public Works Equipment Operators Association

  
\_\_\_\_\_

7-22-25  
\_\_\_\_\_

Date

For the City of Marlborough:

  
\_\_\_\_\_

7/28/25  
\_\_\_\_\_

Date