

**Memorandum of Understanding Between the
Town of Littleton
and
AFSCME Local 1703
Littleton DPW Employees**

This agreement is made this 7th day of MAY, 2024, by and between the Town of Littleton ("Town") and The AFSCME Local 1703 Littleton DPW Employees ("Union").

Except as specifically modified by this Memorandum, all provisions of the contract between the parties for the period ending June 30, 2024 shall continue in full force and effect.

C.O.L.A.

- Effective July 1st, 2024 – COLA base rate increase of 2.5%
- Effective July 1st, 2025 – COLA base rate increase of 2.5%
- Effective July 1st, 2026 – COLA base rate increase of 2.5%

Article 10 - Hours of Work

Amend as follows:

Work schedule will consist of Monday through Thursday 630am-430pm. A day equals 10 hours. The current contract will be amended so that all references to work shift, compensation, personal days and paid time off is reflected in 10-hour increments to reflect the four-day work week schedule. In the event that work schedule reverts back to a five-day work week schedule, the parties agree that all language relating to the four-day work week, wherever situated in the contract will be modified to reflect the five day work week. Meal period shall be a paid 20 minute "lunch on the fly" as part of the normal 10 hour work day.

However, the 4 by 10 schedule shall be contingent upon an expressed agreement that if the DPW director determines the 4 by 10 hours are affecting the proper operations, increase of overtime of the Department or creating a safety hazard to the employees, Management shall have the right to end the 4 by 10 hour work week schedule after providing a ~~three~~ one (1) month notice to the union and return to a 5 day, 8 hour per day work schedule.

The parties agree that these changes can be made without the need to formally re-open negotiations on the collective bargaining agreement.

Alternative schedule (Five Day Work Week): The normal hours of work shall be 6:30am – 3:00pm, Monday through Friday, with one half hour unpaid lunch period.

Two fifteen-minute relief periods will be granted during each tour of duty. Meal periods specifically above shall be taken at a time designated by Management near the midpoint of tours.

- Transfer Station language would remain the same
- Highway would reflect 4 day 10 hour each day work week
- Union and Town will meet on March 1st, ~~2024~~ 2025 to assess changes to determine if they will continue or revert to original work schedule consisting of five (5) work days, eight (8) hour days.

Article 11 - Overtime

- Section 11.1
 - To reflect 10 hours a day 4-day work week schedule, Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times employees' ~~regular~~ hourly rate of pay for work in excess of a total of ten (10) hours in one day or forty (40) hours in one week. The ten-hour threshold shall apply to only those employees scheduled for a full forty (40) hour work week and specifically excludes Transfer Station personnel.

Article 12A – Summer Standby

- Section 12A.1
 - From April 1st to November 15th one (1) employee shall be placed on standby every week on a rotating basis. Said employee shall be paid for twenty (20) hours per week at straight time. For the purpose of Summer Standby, the week shall be defined as Monday to Monday, the close of business.

Article 12B – Winter Standby

- Section 12B.2
 - In consideration for being available and fit for duty between November 15th to April 1st ~~two (2) employees~~ one (1) employee shall be placed on standby every week on a rotating basis. Said employees shall be paid for ~~twenty five (25)~~ twenty (20) hours per week straight time. For the purpose of Winter Standby, the week shall be defined as Monday to Monday, the close of business.
- Section 12B.3.1
 - In consideration for being available and fit for duty for Mandatory Winter Operations between November 15th to April 1st, an annual stipend of one

thousand-five hundred (\$1,500.00) dollars to be given on ~~April 1st~~ the second pay period in April to all employees. Employees who are unavailable with prior permission of Highway Management shall have their stipend reduced by a flat rate of twenty (\$20.00) dollars per day for time taken off call. Said stipend shall be paid on or about the first full payroll of April for the preceding winter.

Add to Article 13 – Section 13.3

- In the event that the Trash Truck Operator is unavailable due to illness, vacation or other reasons or in the event that the position is unfilled for a period of time, employees qualified and licensed to operate the truck will be offered the position with a stipend of \$50.00 per day. In the event that no employee volunteers to operate the truck, a qualified employee shall be assigned by management for the day and receive a stipend of \$50.00 per say day.

Article 17 – Holidays

Substitute 17.2:

Add a sentence at the bottom:

All work holidays listed above are to be paid ten (10) hours holiday pay for the recognized holidays.

Substitute 17.3:

If the holiday falls on Sunday, the Monday following shall be considered as the payroll holiday. If the holiday falls on a Friday or Saturday, the employee will receive a floating holiday of 10 hours. Floating holidays need to be approved by the DPW Director and must be taken within the same fiscal year they are earned. Any unused floating holidays will not be allowed to carry over into the next fiscal year. Floating holiday time cannot be used in advance of the occurrence of the holiday on which floating time is earned.

Substitute 17.4:

When a holiday falls on the employee's regularly scheduled workday and the employee is required to work, the employee shall be paid ten hours hourly pay plus one and one-half times employee's rate of pay for hours worked subject to the guaranteed minimum four (4) hours.

Substitute 17.5:

An employee who is called out to work on Thanksgiving Day, Christmas Day, or New

Year's Day shall be paid ten hours of Holiday Pay plus two times the employee's regular rate of pay for hours worked subject to the guaranteed minimum four (4) hours.

Article 18 – Vacations

- Section 18.1
 - 0-4 years = 2 weeks
 - 5-9 years = 3 weeks
 - 10-11 years = 4 weeks
 - 12 plus years = 5 weeks

Article 25.5 – Uniforms

- Employees shall receive \$1,500.00 for uniform allowance

Strike 25.8 entirely – Mechanic uniform rental/cleaning

Article 28 – Classification and Wage Schedule

- Move Highway Mechanic Position to General Foreman position bracket for same pay rate
- Add to 28.2 Title of Trash Truck Operator to list of titles and Trash Truck Operator to Equipment Operator/Laborer III & Transfer Station Operator pay grade on pay scale.

Article 28.5 – General Foreman Stipend

- General Foreman Cell Phone: In consideration of phone calls during and after hours for duties related operations, the General Foreman will be supplied with a Town cell phone. In lieu of a ~~Two~~ Town supplied cell phone, the General Foreman shall be reimbursed up to \$50.00 per month for cell phone usage.

Add Section 28.8 Stipends

- ~~†To be paid in first pay period in quarterly~~ bi-weekly increments to be spread out as evenly as possible per payroll/Director of Highway Department
 - CPR - \$250.00 dollars annually
 - 2b - \$750.00 dollars annually

- 2a - \$1,000.00 dollars annually
- 2a/4e+g - \$1,250.00 dollars annually
- Pesticide license - \$1,200.00 dollars annually (Limited to four (4) employees)
- Class B CDL License - \$1,200.00 dollars annually
- Class A CDL License \$1,500.00 dollars annually
- HazMat - \$2,000.00 dollars annually (For Transfer Station Employees Only)

If an employee becomes eligible for a new stipend over the course of the Fiscal Year, the stipend shall be prorated for the amount of time they are eligible for said stipend.

Article 31 – License Fees

- Change Section 31.3
 - The Town will pay for DOT physicals every year required to renew license for benefit eligible employees who have at least one year of service with town.

Article 32 - Longevity

- 3-4 years \$500.00
- 5-9 years \$1,000.00
- 10-14 years \$1,500.00
- 15-19 years \$1,750.00
- 20+ years \$2,000.00

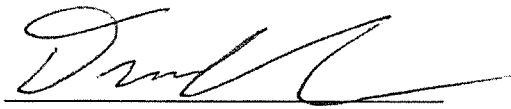
Article 34 – Miscellaneous Provisions

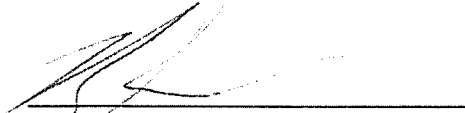
- Add new Section 34.91
 - When the Town moves from 26 to 24 deductions, members of this bargaining unit will change benefit deductions from 26 to 24 annually within each Fiscal Year. This change is for deductions for benefits deemed eligible by the Town without any further bargaining from the Town.

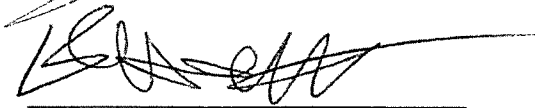
The agreements set forth in this Memorandum of Understanding are subject to ratification by the Union and the Select Board and funding by Town Meeting.

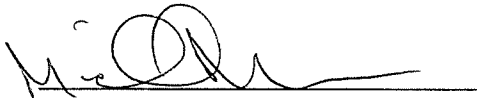
Signed this 7th day of MAY, 2024.

For the AFSCME Local 1703
Littleton DPW Employees

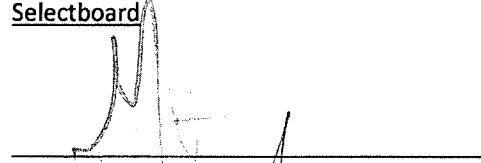


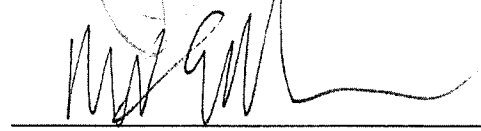


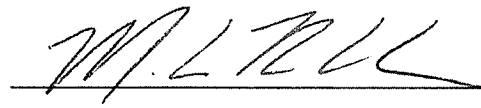




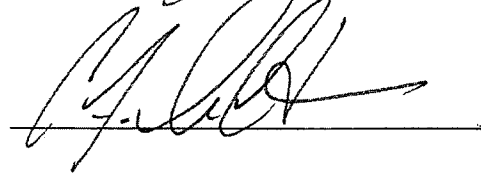
For the Town of Littleton by its
Selectboard



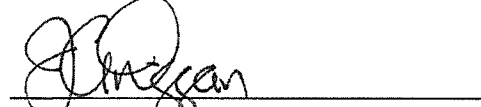








Town Administrator



James A. Duggan