

# CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: September 6, 2016

Time: 7:00 PM

Location: City Council Chamber, 2<sup>nd</sup> Floor, City Hall, 140 Main Street

Agenda Items to be addressed:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 AUG 30 P 12:38

08-29-2016 – **Order No. 16-1006650**: DPW transfer request in the amount of \$84,827.75 which moves funds from Contractual Obligations to various accounts as noted on the attached spreadsheets to fund the recently ratified collective bargaining contract between the City and the DPW Engineers, MA Laborers District Council of the Laborers International Union of North America, Local 176 for FY16-18 which is in effective as of July 1, 2015.

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

**The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.**

**Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.**



# IN CITY COUNCIL

AUGUST 29, 2016

Marlborough, Mass.,

PAGE 1

ORDERED:

That the DPW transfer request in the amount of \$84,827.75 which moves funds from Contractual Obligations to various accounts as noted on the attached spreadsheets to fund the recently ratified collective bargaining contract between the City and the DPW Engineers, MA Laborers District Council of the Laborers International Union of North America, Local 176 for FY16-18 which is in effective as of July 1, 2015, be and is herewith refer to **FINANCE COMMITTEE**.

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:				FISCAL YEAR: 2017				
FROM ACCOUNT:				TO ACCOUNT:				Available Balance
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	
\$84,827.75	11990006	57820	Reserve for Salaries	\$3,317.60	14001101	5108	GIS Administrator	\$61,718.93
Reason:	Contractual Obligation			Reason:	Contractual Obligation			
				\$7,540.40	14001101	50660	Asst. City Engineer	\$142,875.47
Reason:				Reason:	Contractual Obligation			
				\$3,000.00	14001101	50700	Grade II Engineering Aide	\$38,096.30
Reason:				Reason:	Contractual Obligation			
				\$11,836.00	14001101	50710	Junior Civil Engineer	\$234,499.83
Reason:				Reason:	Contractual Obligation			
				\$400.20	14001103	51430	Longevity	\$10,055.00
Reason:				Reason:	Contractual Obligation			
				\$514.48	14001103	51920	Sick Leave Buy Back	\$12,900.00
Reason:				Reason:	Contractual Obligation			
				\$3,869.60	14001301	50660	General Foreman	\$73,398.15
Reason:				Reason:	Contractual Obligation			
				\$205.44	14001303	51430	Longevity	\$37,840.00
Reason:				Reason:	Contractual Obligation			
				\$133.42	14001303	51920	Sick Leave Buy Back	\$28,760.00
Reason:				Reason:	Contractual Obligation			
				\$3,869.00	14001401	50692	Automotive Maintenance	\$73,383.13



# IN CITY COUNCIL

AUGUST 29, 2016

Marlborough, Mass.,

PAGE 2

## ORDERED:

Reason:		Reason:	Contractual Obligation	
		\$104.07	14001403 51430 Longevity	\$3,870.00
Reason:		Reason:	Contractual Obligation	
		\$133.42	14001403 51920 Sick Leave Buy Back	\$5,430.00
Reason:		Reason:	Contractual Obligation	
		\$3,868.87	14001501 50680 General Foreman	\$73,383.15
Reason:		Reason:	Contractual Obligation	
		\$205.44	14001503 51430 Longevity	\$27,726.74
Reason:		Reason:	Contractual Obligation	
		\$133.42	14001503 51920 Sick Leave Buy Back	\$19,511.09
Reason:		Reason:	Contractual Obligation	
		\$3,240.50	60080001 50570 Chemist	\$60,089.93
Reason:		Reason:	Contractual Obligation	
		\$2,465.40	60080001 50580 Asst. Chemist	\$44,090.27
Reason:		Reason:	Contractual Obligation	
		\$28.41	60080003 51430 Longevity	\$710.00
Reason:		Reason:	Contractual Obligation	
		\$109.25	60080003 51920 Sick Leave Buy Back	\$2,735.00
Reason:		Reason:	Contractual Obligation	
		\$15,012.20	60081001 50850 Treatment Plant Operator	\$275,527.97
Reason:		Reason:	Contractual Obligation	
		\$3,868.87	60081001 50910 Chief Treatment Plant Oper.	\$73,383.14
Reason:		Reason:	Contractual Obligation	
		\$447.66	60081003 51430 Longevity	\$11,750.00
Reason:		Reason:	Contractual Obligation	
		\$233.51	60081003 51920 Sick Leave Buy Back	\$10,470.00
Reason:		Reason:	Contractual Obligation	
		\$12,009.80	60085001 50850 Treatment Plant Operator	\$220,963.00
Reason:		Reason:	Contractual Obligation	
		\$3,868.87	60085001 50910 Chief Treatment Plant Oper.	\$73,383.12
Reason:		Reason:	Contractual Obligation	
		\$309.54	60085003 51430 Longevity	\$11,300.00
Reason:		Reason:	Contractual Obligation	
		\$233.51	60085003 51920 Sick Leave Buy Back	\$8,340.00
Reason:		Reason:	Contractual Obligation	
		\$3,868.87	61090001 50680 General Foreman	\$73,383.12
Reason:		Reason:	Contractual Obligation	
Reason:		Reason:		
\$84,827.75	Total	\$84,827.75	Total	





RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 AUG 25 A 11: 24

# City of Marlborough

## Office of the Mayor

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

5

August 25, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Transfer Request – DPW Engineers Contract**

Honorable President Clancy and Councilors:

Enclosed for your approval is a transfer request to fund the recently ratified collective bargaining contract between the City of Marlborough and the DPW Engineers, Massachusetts Laborers District Council of the Laborers International Union of North America, Local 176 for Fiscal Years 2016, 2017 and 2018 which is effective as of July 1, 2015.

The contract represents months of negotiations between myself, Dave Brumby, the DPW Engineers leadership, and our labor attorneys. As with the MMEA and Police Command Unions, the City and DPW Engineers successfully negotiated to revoke the bargaining unit from Civil Service.

I have also enclosed the Memorandum of Agreement for your review.

I wish to recognize and thank the DPW Engineers leadership team for their professionalism and patience over the last several months as we worked on a mutually beneficial contract.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:

FISCAL YEAR:

2017

Available Balance	Amount	FROM ACCOUNT:	Amount	TO ACCOUNT:	Available Balance
		Org Code    Object    Account Description:		Org Code    Object    Account Description:	
<u>\$756,000.00</u>	<u>\$84,827.75</u>	<u>11990006    57820    Reserve for Salaries</u>	<u>\$3,317.60</u>	<u>14001101    5108    GIS Administrator</u>	<u>\$61,718.93</u>
	Reason:	<u>Contractual Obligation</u>	Reason:	<u>Contractual Obligation</u>	
			<u>\$7,540.40</u>	<u>14001101    50660    Asst. City Engineer</u>	<u>\$142,875.47</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$3,000.00</u>	<u>14001101    50700    Grade II Engineering Aide</u>	<u>\$38,096.30</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$11,836.00</u>	<u>14001101    50710    Junior Civil Engineer</u>	<u>\$234,499.83</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$400.20</u>	<u>14001103    51430    Longevity</u>	<u>\$10,055.00</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$514.48</u>	<u>14001103    51920    Sick Leave Buy Back</u>	<u>\$12,900.00</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$3,869.60</u>	<u>14001301    50660    General Foreman</u>	<u>\$73,398.15</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$205.44</u>	<u>14001303    51430    Longevity</u>	<u>\$37,840.00</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$133.42</u>	<u>14001303    51920    Sick Leave Buy Back</u>	<u>\$28,760.00</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	
			<u>\$3,869.00</u>	<u>14001401    50692    Automotive Maintenance</u>	<u>\$73,383.13</u>
	Reason:		Reason:	<u>Contractual Obligation</u>	

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

FISCAL YEAR: 2017

TO ACCOUNT:

14001403 51430 Longevity \$3,870.00

Reason: Contractual Obligation

14001403 51920 Sick Leave Buy Back \$5,430.00

Reason: Contractual Obligation

14001501 50680 General Foreman \$73,383.15

Reason: Contractual Obligation

14001503 51430 Longevity \$27,726.74

Reason: Contractual Obligation

14001503 51920 Sick Leave Buy Back \$19,511.09

Reason: Contractual Obligation

60080001 50570 Chemist \$60,089.93

Reason: Contractual Obligation

60080001 50580 Asst. Chemist \$44,090.27

Reason: Contractual Obligation

60080003 51430 Longevity \$710.00

Reason: Contractual Obligation

60080003 51920 Sick Leave Buy Back \$2,735.00

Reason: Contractual Obligation

60081001 50850 Treatment Plant Operator \$275,527.97

Reason: Contractual Obligation

60081001 50910 Chief Treatment Plant Oper. \$73,383.14

Reason: Contractual Obligation

DEPT:

FROM ACCOUNT:

\$104.07

Reason:

\$133.42

Reason:

\$3,868.87

Reason:

\$205.44

Reason:

\$133.42

Reason:

\$3,240.50

Reason:

\$2,465.40

Reason:

\$28.41

Reason:

\$109.25

Reason:

\$15,012.20

Reason:

\$3,868.87

Reason:

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:

FISCAL YEAR:

2017

FROM ACCOUNT:

TO ACCOUNT:

_____	_____	_____	_____	_____	\$447.66	60081003	51430	Longevity	_____	\$11,750.00
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	\$233.51	60081003	51920	Sick Leave Buy Back	_____	\$10,470.00
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	\$12,009.80	60085001	50850	Treatment Plant Operator	_____	\$220,963.00
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	\$3,868.87	60085001	50910	Chief Treatment Plant Oper.	_____	\$73,383.12
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	\$309.54	60085003	51430	Longevity	_____	\$11,300.00
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	\$233.51	60085003	51920	Sick Leave Buy Back	_____	\$8,340.00
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	\$3,868.87	61090001	50680	General Foreman	_____	\$73,383.12
Reason:	_____	_____	_____	Reason:	_____	Contractual Obligation		_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Reason:	_____	_____	_____	Reason:	_____	_____		_____	_____	_____
\$84,827.75	Total	_____	_____	\$84,827.75	Total	_____	_____	_____	_____	_____

Department Head signature:

Auditor signature:

Comptroller signature:

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**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF MARLBOROUGH  
AND  
THE DPW ENGINEERS, MASSACHUSETTS LABORERS DISTRICT COUNCIL  
OF THE LABORS INTERNATIONAL UNION OF NORTH AMERICA,  
AFL-CIO, LOCAL 176**

The Negotiating Subcommittee of the City of Marlborough (“the City”), acting subject to the ratification of this Memorandum of Agreement by the Mayor of the City of Marlborough to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the DPW Engineers, Massachusetts Laborers District Council of the Laborers International Union of North American, Local 176 (the “Union”), acting subject to the ratification of this Memorandum of Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of a Collective Bargaining Agreement that will be in effect for the three (3) year period from July 1, 2015 – June 30, 2018.

1. Provisions of New Contract

Except as provided for in this Memorandum of Agreement and, except for technical matters such as date changes, all other provisions of the July 1, 2012 – June 30, 2015 Contract shall be carried over intact into the successor Contract.

2. Civil Service

The Union understands that the City will remove the positons covered by the bargaining unit from Civil Service, in accordance with applicable law. The Parties acknowledge that the revocation of Civil Service shall not affect Civil Service rights which have come into existence between the City and any employee prior to the date of revocation. The following amendments to the CBA will also be made:

a. ARTICLE 8, Section 2, Permanent Appointments

Delete Section 2 and 3 and replace with the following text:

“Section 2 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:

1. All vacancies will post posted internally. The City may choose to also advertise the position outside of the Union.

2. All internal candidates will receive an interview and if qualified, preferential consideration will be given over non bargaining Union applicants. The City may choose to utilize an interview panel or assessment center.
3. Education, certifications, training, experience, knowledge, skill, leadership ability, efficiency, past job performance and references, or any combination thereof, will be reviewed and evaluated.
4. All finalists will undergo a background check.
5. A written examination, agreed by the Union, may be utilized.

Based upon the above process, the City will hire the most qualified candidate. Where qualifications are relatively equal, seniority with the City will be used as the tiebreaker. Any conditional offers of employment will be subject to a successful fitness for duty examination and/or CORI check.”

An employee appointed pursuant to this Section shall serve a probationary period of six (6) calendar months, unless extended by agreement between the City and the Union. At any time during the probationary period, the City may, if the employee was appointed from outside the employ of the City, discharge the employee or may, if the employee was appointed from within, reduce the employee to his or her prior position if the City judges the employee's performance to be unsatisfactory.

For clarity, notwithstanding the above modifications, the Parties agree to remove from the Agreement, including from any addendum or attachment, any and all additional references, if any, to Civil Service or M.G.L. Chapter 31.

3. ARTICLE 3, Section 1 – Job Security/Subcontracting.

Change the expiration date to June 30, 2018.

4. ARTICLE 9 – Compensation.

Section 1 – Wage increase:

Effective July 1, 2015, there will be a 0% increase in base wages.

Effective July 1, 2016, there will be a 4% increase in base wages.

Effective July 1, 2017, there will be a 2% increase in base wages.

Section 2(c), paragraph 2.

Delete paragraph 2 of Section 2(c)

Section 2(c) paragraph 3.

Amend Paragraph 3 of Section 2(c) by adding the following italicized language:

In each case, the license, certificate, registration or degree must be related to an employee's regular assignment, as determined by the Commissioner. *The Commissioner's decision may be appealed to a board consisting of Commissioner of Public Works, HR Director and Steward of the union. The decision is final and non-grievable.*

Add New Section 5 – Direct Deposit.

“All employees may be paid by way of electronic direct deposit on a weekly basis.”

5. ARTICLE 10 – Overtime.

Delete the second paragraph and replace with the following language:

“In those situations where a need is created requiring personnel for an overtime situation, the Commissioner of Public Works or his or her designee shall have the discretion to offer said overtime to an individual within the bargaining unit before going outside the unit to fill the overtime. In no event shall the Commissioner or his or her designee be required to offer the overtime to an individual who is deemed not qualified by virtue of his or her job title or job description to work in the area necessitating said overtime.”

6. ARTICLE 13 - Health and Life Insurance. Change to; “Health and Dental Insurance”  
Delete and replace 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 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.

7. ARTICLE 15 – Holidays

Add new Section 5:

“An employee who is absent due to sick leave on the workday immediately preceding or following a holiday, or on the holiday itself, if scheduled to work, the employee may be required to submit a physician's certification prior to receiving any holiday pay.”

8. ARTICLE 23- Duration of Agreement.

Amend dates of agreement to July 1, 2015 – June 30, 2018.

9. New ARTICLE 24 – GPS.

Add the following new Article:

“ARTICLE 24 – GPS.

The City will use vehicle GPS devices to determine where vehicles are working.”

10. APPENDIX A. – Past Practices.

Delete past practices # 30.

Delete past practices #'s 1, 2, 6, 9, and 29. In consideration of deleting Practices 1, 2, 6, 9, and 29 each employee will receive a one-time 9 hours' base pay increase at their hourly rate.

Amend practice #24 to read:

“Employees will be released three hours early, in a pay status on December 31.”

11. One-Time Stipend

The City agrees to pay, as of the MOA signature date, current members a one- time stipend of \$400.00 upon the acceptance of this MOA.

Agreed on this 25<sup>th</sup> day of August, 2016:

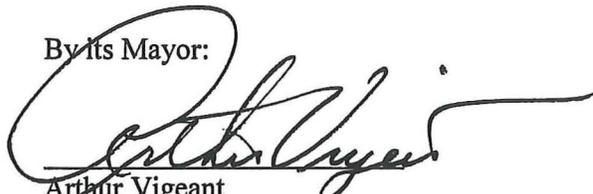
MASSACHUSETTS LABORERS  
DISTRICT COUNCIL – LOCAL 176

By its Executive Board:

  
\_\_\_\_\_  
Steve Senato  
Steward

CITY OF MARLBOROUGH

By its Mayor:

  
\_\_\_\_\_  
Arthur Vigeant  
Mayor