

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ACTON
AND THE
AFSCME COUNCIL 93, Local 1703**

NOW COME, the Town of Acton (hereinafter "Town") and AFSCME Council 93, Local 1703 (hereinafter "Union") who enter into the following Agreement.

WHEREAS, the parties seek to maintain a harmonious relationship between the parties;

WHEREAS, the parties seek to enter into an extension of their collective bargaining agreement to cover the period July 1, 2024 through June 30, 2027.

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

1. Article 28 Classification Plan and Pay Rates is amended as follows:

- \$2.00 wage adjustment effective July 1, 2024, for all Steps in Attachment A Wage Schedule.
- 2.5% COLA adjustment effective July 1, 2025
- 2.5% COLA adjustment on July 1st, 2026

2. Article 17 Vacations:

Amend the second paragraph to read as follows:

All selection for vacation periods shall be submitted at least 8 days prior to the time period requested. This time period may be waived by the Department Head.

3. Article 23 Uniforms and Protective Clothing:

Add the following sentence to the first paragraph:

Once an employee leaves employment of the Town for any reason, any expenses incurred for uniform pants not returned will be deducted from the final paycheck.

4. Article 32 Miscellaneous:

Add the following language: CDL Training

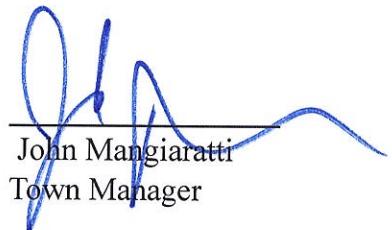
Any employee will be eligible for training to obtain a commercial driver's license with reimbursement from the Town in accordance with the conditions set out below.

Eligibility for this reimbursement will be limited to no more than five (5) bargaining unit employees per fiscal year.

1. The Town of Acton will pay the cost of training for commercial driver's license not to exceed six thousand (\$6000.00) dollars. The training will occur at a site accredited by the Massachusetts Department of Transportation online registry. The Employer will determine how often the training will occur and who is sent to a training session. The Employer and the Union agree this training cost will be a debt owed by the employee if the employee fails to remain employed for the time period set out in paragraph 2 and the repayment is a valid set off under the terms of the wage payment act.
2. Acton and the Union agree that this payment is made with the understanding that the employee who receives this benefit must agree in writing to: 1) remain employed with Acton for two (2) years or repay the cost of training according to the schedule set out below; 2) the employee must complete the attached Town of Acton Repayment Agreement and Payroll Deduction Authorization before training will begin and the payment made by Acton.
3. **REPAYMENT UPON TERMINATION.** In the event that an employee leaves his/her position with the Town either voluntarily or involuntarily, before completing two (2) years of employment after obtaining a CDL in which Acton has paid the training costs the employee shall repay the cost of the training classes as follows:
 - Leave employment with Acton within one year of obtaining CDL: Repayment 100% of the cost of training classes;
 - Leave employment with Acton within fifteen (15) months of obtaining CDL: Repayment 75% of the cost of training classes;
 - Leave employment with Acton within eighteen (18) months of obtaining CDL: Repayment 50% of the cost of training classes;
 - Leave employment with Acton within twenty-one (21) months of obtaining CDL: Repayment 25% of the cost of training classes.
4. **REPAYMENT SCHEDULE.** Acton may withhold from the final paycheck from an employee upon termination any repayment due Acton under the paragraphs above. If the final paycheck is not sufficient to repay the entire cost of retraining the employee agrees to make payments to Acton in the amount of one hundred and fifty (\$150.00) per month until the debt is paid.
5. All other tentative agreements on the November 12, 2024, Tentative Agreement list. A copy of the list is attached.
6. The duration of the agreement will be three (3) years effective July 1, 2024- June 30, 2027.
7. All other proposals are withdrawn by the parties.

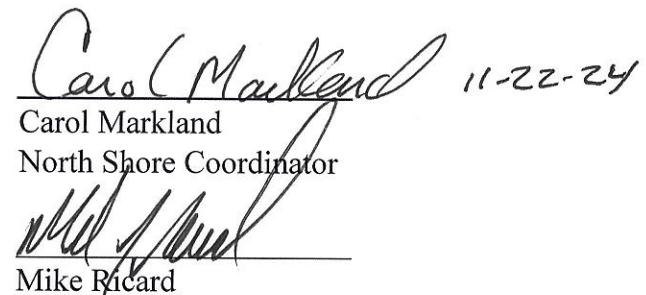
8. The Union Negotiating Committee agrees to recommend the Memorandum of Agreement to the membership at the ratification meeting on November 25, 2024.

TOWN OF ACTON



John Mangiaratti
Town Manager

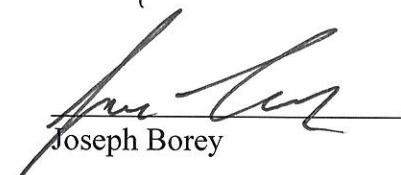
**AFSCME COUNCIL 93,
LOCAL 1703**



Carol Markland
North Shore Coordinator



Mike Ricard



Joseph Borey

Richard Greigtardiff