MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF ACTON
AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO MASS. STATE COUNCIL #93, LOCAL 1703

NOW COME, the Town of Acton (hereinafter “Town”) and the American Federation of State, County, and Municipal Employees, AFL-CIO Mass. State Council #93, Local 1703 (hereinafter “Union”) and together (hereinafter “Parties”) who enter into the following Agreement.

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

WHEREAS, the parties seek to address issues related to the outbreak of COVID-19;

WHEREAS, the parties seek to reduce the risk to Department employees from exposure to COVID-19;

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

1. Effective April 10, 2020 the employees in the Highway, Fleet, and Tree/Grounds Crew will be assigned to one of two (2) crews and designated as Crew A and Crew B.

2. Each crew will work six (6) consecutive eight (8) hour work days on site (Town of Acton) and have five (5) days working remotely and/or on call off site. The work days will be Monday-Friday. On Saturday the employees of Crew A or Crew B, on rotating weekends, may elect to work at the Transfer Station but a minimum of three (3) employees from the Crew scheduled to work that weekend must work at the Transfer Station. The members of both crews will be off on Sunday subject to the needs of the Department. Any work on a Sunday shall be assigned under the current practice in the Department. On any holiday that occurs during the term of this Memorandum of Agreement the employees will be off for the day subject to the needs of the Department.

Crew B will finish out the week of April 11, 2020 and Crew A will begin on Monday April 13, 2020.

3. On the days the employees report to work onsite they shall receive work assignments from their immediate supervisor and/department head. At the discretion of the immediate supervisor and/department head the assignment may include duties that are outside the job description of the employee.
4. On the days the employee is on call/working remotely during the hours of 7:00 am to 3:30 pm the employee must provide a cell phone number to his immediate supervisor/department head and be able to respond to a call within forty-five (45) minutes. Employees while on call/remote working will be subject to the Town of Acton temporary remote working policy.

5. Employees covered by this Agreement shall be paid overtime for all hours worked over forty (40) hours in a week. For the purposes of this agreement only, working remotely, on call hours, and holiday hours will be deemed hours worked.

6. The Parties agree that bargaining unit members may take vacation under the current policy and practice as long as the Transfer Station is staffed without incurring overtime on Monday- Friday.

7. If there is any conflict between the current collective bargaining agreement between the parties and this Memorandum of Agreement the terms of this Memorandum of Agreement shall prevail.

8. The Parties agree to meet and discuss changes to this agreement if one party believes there should be an adjustment. But after meeting and discussing the proposed changes if the Parties agree then the agreement will be reduced to writing and signed by both parties. If no agreement is reached the MOA continues until the expiration date set out in paragraph 9.

9. The terms of this Memorandum of Agreement shall expire at 12:00 am on May 2, 2020 unless extended through agreement mutually agreed upon by the Union and Town Manager.

TOWN OF ACTON

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO MASS. STATE COUNCIL #93, LOCAL 1703

John S. Mangiaratti
Town Manager