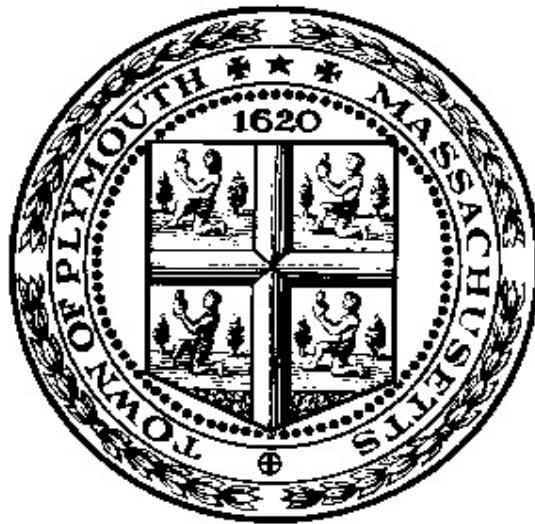


TOWN OF PLYMOUTH

SUPPLEMENT II

TO THE
REPORT
& RECOMMENDATIONS
OF THE
ADVISORY AND FINANCE
COMMITTEE



Presented at the
October 16, 2021

**FALL
VIRTUAL
TOWN MEETING**

FALL TOWN MEETING
October 16, 2021
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REPORT &
RECOMMENDATIONS

SUPPLEMENT II
REPORT & RECOMMENDATIONS OF THE ADVISORY & FINANCE COMMITTEE
Fall Town Meeting – October 16, 2021

ARTICLE 1: To see if the Town will vote to amend the Classification and Compensation Plans and the Personnel By-Law and Collective Bargaining Agreements contained therein, or take any other action relative thereto.

SELECT BOARD

1C – Collective Bargaining Relief Assoc (COBRA) MOA

RECOMMENDATION: Approval (9-0-1)

The Advisory & Finance Committee recommends Town Meeting approve Article 1C. Approval of this article will approve the negotiated MOA for this employee bargaining unit.

ROLL CALL
VOTING CHARTS

ADVISORY & FINANCE COMMITTEE - ROLL CALL VOTING CHART

Y - For

N - Against

A - Abstain R - Recuse

X - Absent

Ch - Chair did not vote

ARTICLES

VOTE TOTAL

FOR-AGAINST-ABSTAIN

ARTICLE
SUPPORTING
DOCUMENTATION

From: Melissa Arrighi
To: Canty Kevin
Cc: Lynne Barrett; Jeanette White
Subject: DPW - Cobra Agreement
Date: Wednesday, October 13, 2021 12:33:36 PM

Hi Kevin,

By way of this email, I'll ask Lynne and Jeanette if this is the chart that should go in the supplemental book and I'll also provide them with the most updated MOA. Feel free to share as you see fit.

Thanks
Melissa

The estimated cost of this 3 year package is approximately \$2 1/2 million dollars and the employee increases range from 16% to 22% over those three years.

COBRA Item	Year 1	Year 2	Year 3	Total
COLA 2%, 2%, 2%	90,557	293,676	399,963	784,196
MEO Reclass 1/1/2022	3,947	7,894	7,894	19,735
\$4,000 Base June 30, 2022	5,538	355,085	355,085	715,708
1 Week Vacation Buyback Estimate Year 2		51,100	52,122	103,222
Overtime COLA / Extra 10% & 15% 1/1/2022	28,326	131,695	162,807	322,829
Vacant Positions Cost	14,317	45,683	62,216	122,216
Longevity Year 2	0	25,875	28,275	54,150
Licenses - per DPW estimate	67,000	134,000	134,000	335,000
	209,685	1,045,008	1,202,363	2,457,056
Examples for the above COLA and Base Effect (Does not include longevity, licenses, overtime or normal step increases)	FY 2020 Annual	FY 2024 Annual	Dollar Increase	% Increase
MEO - Step 1	41,795	51,026	9,231	22%
OM1 - Step 7	47,273	55,135	7,862	17%
OM4 - Step 7	52,911	61,192	8,281	16%
OM7 - Step 8	67,675	77,195	9,520	14%

Note: The higher grade you are the lower % increase because of the \$4K flat dollar amount on the base across the board.

**MEMORANDUM OF AGREEMENT
BETWEEN
COLLECTIVE BARGAINING RELIEF ASSOCIATION
AND
TOWN OF PLYMOUTH
(DEPARTMENT OF PUBLIC WORKS SUCCESSOR CONTRACT)¹
JULY 1, 2021 – June 30, 2024**

The Collective Bargaining Relief Association (COBRA) and the Town of Plymouth (Town) hereby agree to the following terms of a Memorandum of Agreement (MOA) for a successor collective bargaining agreement (Successor CBA) to the collective bargaining agreement expiring June 30, 2021 (Predecessor CBA). The information below in this memorandum of Agreement shall be incorporated into the collective bargaining agreement (CBA), unless specifically outlined otherwise, only after Town Meeting approval.

1. Article IX, Job Posting and Bidding, shall be amended at the second paragraph to read:

An applicant's qualifications for promotion to a position involving supervision of other employees and/or the operation of specialized equipment (~~OM5 OM4~~ or greater) shall be determined by an evaluation of several factors which shall include experience (both prior to and during employment with the Town), his demonstrated ability to carry out work of the type included in the job description for which the application has been submitted, his attendance record, skills, permits and licenses in his possession, ability to supervise (if applicable), ability to communicate with others, including the public, and the information which the applicant submits in conjunction with his application. This Article is subject to the grievance procedure as outlined in this Agreement.

2. Article XI, Rest Periods, shall be amended to read:

All employees' work schedules shall provide for a 15-minute rest period during the first one-half (1/2) shift. The rest period shall be scheduled at the middle of this one-half (1/2) shift. When conditions permit, employees may take a 15-minute rest period in the second half of their workday.

¹ Where existing contract text is shown, it is reflected in regular font. Additions to regular text, or entirely new text, are reflected by **bold font** and deletions are reflected by ~~strikethrough~~. Except as otherwise stated, all language changes shall be effective upon the ratification of the successor agreement by the Town and the Association and the funding of the Agreement by the Town Meeting. All economic provisions shall be effective upon the date stated, and if no date is stated, on the upon the ratification of the successor agreement by the Town and the Association and the funding of the Agreement by the Town Meeting.

~~When conditions permit, employees may be granted time off on paydays to cash paychecks. This time period, which is to be limited to fifteen (15) minutes, shall be established by the designated crew leader or his supervisor in a manner that will ensure that the work effort of the crew will not be adversely affected.~~

Lunch periods shall be one-half hour (30 minutes) in length and shall be taken at the jobsite. There will be no returning from ongoing jobsites back to the barn, shop, plant, garage, office, etc. for the lunch period. If the crew is on the jobsite and one or more of the crew members does not have a lunch with him, the crew leader may designate one individual to go for the other employees' lunches. Once he has returned, the crew may then stop for the specified amount of time for lunch.

3. Article XXI, Outside Work, shall be amended by its deletion as per below:

OUTSIDE WORK

~~Employees performing work not included in their job classification for outside interests shall be reimbursed at one and one half (1½) times their regular rate of pay.~~

4. Article XXIX, Miscellaneous, shall be amended at Section 10 to read:

Sanding and Plowing Policy. When it is necessary to operate Town owned vehicles for the purpose of sanding or plowing roads or other areas due to winter storms, the Town will use the department's equipment determined to be necessary to deal with the emergency or storm related conditions. (In addition to any privately owned equipment contracted for use by the Town.) ~~Generally, the Town will assign two employees to each piece of equipment. If there are insufficient employees available then only one employee will operate a piece of equipment in order that the maximum amount of equipment is being used. When there are insufficient employees to operate all of the equipment with two people, the Town will assign one operator first to the less difficult, or smaller pieces of equipment. As additional employees become available, the one "man" vehicles will receive a second employee.~~

5. Article XXIX, Miscellaneous, shall be amended at Section 12 by its deletion as per below:

~~12. The Town agrees to compensate bargaining unit members who are randomly tested for drug and alcohol and who receives a negative test result a stipend of \$100.00 for each test effective July 2001. The stipend will be paid~~

~~within two pay periods of the date of the negative test result. The parties may mutually agree to discuss the appropriate level for the stipend during any negotiations for a successor collective bargaining agreement.~~

6. Article XXIX, Miscellaneous, shall be amended at Section 13 to read:

13. Department of Public Works employees depending on the skills required will perform the building and ground maintenance at Memorial Hall. The Association and Management recognize that the Town Recreation Department and the non-profit management group will be running events and performing office duties at times when there will not be a custodian present. In these circumstances, the recreation employees of the Town and delegate for the non-profit will assume the duties of opening and closing the building. This arrangement would be in place for up to 50 occupants of the building. When Memorial Hall is occupied by more than 50 occupants and less than 150, it is agreed that a custodian will be present to open and close the building. If these events occur outside the normal hours of the custodian's schedule, these hours will be paid for at a time and a half rate of pay. When Memorial Hall is occupied by more than 150 occupants, there will be ~~a custodian and maintenance man~~ **two custodians** present. The rate of pay for this work will be time and a half if these events occur outside of normal working hours. It is the goal to use public works employees to perform the majority of the maintenance of the building and grounds work at Memorial Hall. Both parties recognize that services now contracted out at other municipal buildings will follow suit at Memorial Hall. It is anticipated that depending on the type of events taking place at Memorial Hall, it ~~will~~ **may** require support groups to set up, move, clean, and take down equipment and facilities. **Town of Plymouth custodians set up, move, clean and take down equipment and facilities and setup/breakdown floor chair seating and tables and event setup (excluding privately owned vendor equipment).** Both parties recognize that this work is not common and owned by the DPW employees.

7. Article XXIX, Miscellaneous, shall be amended at Section 18, to read

Section 18. The Town agrees to not schedule work at Forges Field but should a situation beyond the control of the Town require work outside the scope of this contract, such as a major storm or other Act of God, COBRA members and management may be assigned to perform maintenance as their priority workload allows. Both parties agree to review this issue sixty days prior to the expiration of the park and field maintenance contract. However, COBRA members shall be assigned to work at Forges Field to operate and maintain the public water supply well, appurtenances, associated easements, **activities related to potholes, signage, line striping, tree work, drainage repair as may be necessary, and building maintenance.**

8. Article XXIX, Miscellaneous, shall be amended at Section 22 by deleting it as per below:

~~22. The Custodian at the Senior Center shall be responsible for both the Manomet Recreation Center and the COA. The Town shall provide either a Town vehicle or pay the IRS standard mileage allowance to the Custodian responsible for both locations.~~

9. Effective July 1, 2022, or as soon as practicable thereafter, direct deposit will be mandatory for all employees. Employees shall then receive email advice of pay and printed pay stubs will no longer be provided. This language will not be incorporated into the CBA, but is memorialized in this MOA.

10. Upon the effective date of the Agreement, the Town may move payday for unit employees from Thursday to Friday. Corresponding changes for conformity will be made where necessary within the Agreement. This language will not be incorporated into the CBA, but is memorialized in this MOA.

11. Article XXXIX, Memorandum Of Agreement – Six Member Crew, shall be amended by deleting it as per below:

ARTICLE XXXIX

MEMORANDUM OF AGREEMENT – SIX MEMBER CREW

WHEREAS the Town of Plymouth (hereinafter referred to as the “Town”) and the COBRA (hereinafter referred to as the “Association”) by mutual agreement, desire to combine the six member crew with the Highway Division within the Department of Public Works;

WHEREAS the Association (COBRA) is the exclusive bargaining representative for various positions in the Town;

WHEREAS the Town and the Association by mutual agreement, desire to protect the current status of certain employees within such divisions to the greatest extent possible, and;

WHEREAS the Town and the Association by mutual agreement, deem it would be in the best interests of the Town and the Public Works Department to incorporate the following language into the Collective Bargaining Agreement in order to provide effective services to the residents of Plymouth.

NOW THEREFORE the parties agree as follows:

1. The Association shall withdraw with prejudice the unfair labor practice charge currently pending against the Town for the posting of current positions.

2. The existing job description within the six member crew shall be eliminated.

3. The equivalency of these positions according to the current job classifications and compensation within the Highway Division shall be posted According to Article IX, Job Postings and Bidding, and Article XXIV, Classification Plan Pay rates.

4. The anticipated five (5) new positions effective July 1, 2011 as approved at the last Annual Town Meeting held on April 2, 2011 shall be posted. It is also agreed that the successful applicant to any position of Heavy Motor Equipment Operator (HMEO) may, if meeting the criteria of five (5) years experience with the Town or prior to Town employment, has all the required licenses to operate Town equipment and has the demonstrated ability to operate said equipment, he/she may make request to the Division Head to be granted the incentive position of Special Heavy Motor Equipment Operator (SHMEO) upon approval of the Director of Public Works.

5. According to Article XXIV, the following employees shall be made whole by offering them their previous position prior to bumping.

- 1) Michelle Arnold currently a Motor Equipment Operator in the Highway Division offered Meter Reader/Repairman in the Water Division.
- 2) Ernest Nichols currently a Meter Reader Repairman in the Water Division offered Construction Technician III.
- 3) Tom Olinger currently a Construction Technician II in the six member crew offered Construction Technician III.
- 4) Rick Holmes, currently a Construction Technician II in the six (6) member crew offered a Construction Leadman in the Highway Division.

6. This agreement is without precedent between the parties and shall not be admissible as evidence in any forum except to the extent necessary to enforce its terms.

12. Article XIII, Safety Committee Code, shall be amended to read:

ARTICLE XIII

SAFETY COMMITTEE CODE

A safety committee composed of three (3) representatives of the Association and three (3) supervisory personnel shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce. ~~Regardless of the promulgation of this code it is herein agreed that as a safety~~

~~measure during sanding and plowing no less than two (2) men (drivers wherever possible) will be assigned to a truck.~~

For all aerial work in which weather conditions demonstrate unusual safety concern(s), such work shall be suspended, postponed, and/or discontinued per approval of the Division Head, DPW Director or designee.

Members of the bargaining unit shall comply with all occupational safety and health standards communicated by the Town of Plymouth OSHA Compliance Safety Officer and/or the Director of Public Works or his/her designee

13. Article XXIX, Section 6, Miscellaneous, shall be amended at the third sentence to read:

All participants in in-service training programs will be voluntary **except as determined by the Director of Public Works or his/her designee as required after a five (5) day notice to the Association.**

14. The following text shall be added to the job descriptions of the Foreman and HMEO:

Foreman and HMEO

Identify existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and take prompt corrective measures to eliminate any hazards. Be responsible for all safety documentation (such as but not limited to JHA's, Excavation/Trench logs, inspections, toolbox talks etc.). Alert supervisors/safety officer of any unsafe conditions, employees, concerns. Know the hazards present and the necessary controls. Set the standard of excellence for safety and health.

Foreman

Recognize the hazards and necessary controls by conducting a daily job hazard analysis (JHA's) and review the information with employees. Advocate for safe and healthful working conditions. Ensure that all safety policies are fully implemented and enforced. Counsel any employee having attitude that could adversely affect Town loss control efforts and if necessary, after counseling, report to administration. Recognize employees using safe work habits so that others will emulate them. Report all accidents immediately, regardless of the extent of injury or property damage to division head.

15. Article XXXIII, Family and Medical Leave, shall be amended to read:

FAMILY AND MEDICAL LEAVE

In compliance with the Family and Medical Leave Act of 1993, **and all amendments thereto**, the Town of Plymouth will provide FMLA leave for eligible employees.

~~Family and Medical Leave may be taken only for the following reasons:~~

- ~~1. the birth, placement for adoption, or foster care of a child;~~
- ~~2. the serious health condition of a spouse, child, or parent or,~~
- ~~3. the employee's own serious health condition.~~

~~All eligible employees are entitled to take up to twelve (12) weeks of unpaid Family and Medical Leave during a twelve month period under the following definitions and procedures.~~

- ~~1. Eligible Employees: An employee who has worked for the Town for at least twelve months and who has provided at least 1250 hours of service during the twelve months preceding the start of the leave. Eligible part time employee's leave will be prorated.~~
- ~~2. Twelve month period: **The Town of Plymouth uses** a rolling period measured backward from the date an employee uses any Family Medical Leave.~~
- ~~3. Accrued Leave: An employee is required to use appropriate accrued leave before going on unpaid status. According to FMLA regulations, compensatory time is not considered accrued time and cannot be designated as Family Medical Leave.~~
- ~~4. Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves:~~
 - ~~a) incapacity or treatment as an in-patient in a hospital, hospice, or residential medical care facility; or~~
 - ~~b) incapacity requiring absence from work or other activities for more than three calendar days and involving continuing treatment by a health care provider;~~
 - ~~c) or continuing treatment by a health care provider for a chronic or long term health condition which is incurable or if left untreated would result in incapacity for more than three calendar days.~~

~~5. Health Care Provider: A doctor of medicine or osteopathy authorized to practice in accordance with state regulations, or any person determined by the Secretary of Labor, or others capable of providing health care services as defined by the Department of Labor Family and Medical Leave Act rules.~~

~~1. Intermittent Leave/Reduced Leave~~

~~Schedule: Time away from the job taken in separate blocks of time due to a single illness or injury/reduction in the number of hours per workday or workweek. The Town may require a temporary transfer to an alternative position to better accommodate the re-occurring periods of leave.~~

~~7. Workers' Compensation: An employee who is absent due to work-related illness or injury which is considered a serious health condition will be designated by the Town onto Family and Medical Leave. The employee may elect to either receive only workers' compensation benefits at a rate of 60% of pay or to supplement the workers' compensation pay by an additional 40% of pay which must be drawn from earned time and, if after five days of earned time is used, from the employee's long term illness account. Any time absent from work due to a work-related illness or injury which is considered a serious health condition will count against an employee's FMLA leave entitlement.~~

16. Article XXXIV, Small Necessities Leave, shall be amended to read:

ARTICLE XXXIV

SMALL NECESSITIES LEAVE

In compliance with the Small Necessities Leave Act MGL Ch. 149, Sec. 52D, the Town of Plymouth will provide appropriate leave to eligible employees.

An employee is required to use appropriate accrued leave before going on unpaid status.

~~1. Purpose:~~

~~Entitles eligible employees to take twenty-four (24) hours of leave, in addition to their leave provided under the federal Family and Medical Leave Act of 1993 (FMLA), during any twelve (12) month period to attend children's school activities and to attend to certain medical and other care needs as:~~

~~a) Participation in school activities directly related to the educational advancement of the employee's son/daughter, (i.e., attending parent teacher conferences; enrolling child in school; interviewing for a new school).~~

- ~~b) To accompany employee's son/daughter to routine medical appointments, including visits for check-ups, vaccinations, etc.~~
- ~~c) To accompany an "elderly" relative of the employee of the employee (i.e., a person at least 60 years of age, related by blood or marriage to the employee, including the employee's parents) to routine medical/dental appointments, appointments for other professional services related to the elder's care (i.e., interviews at nursing or group homes).~~

2. Policy Guidelines:

~~If need for the leave is unforeseeable, the employee must give as much notice as is practicable under the circumstances.~~

~~Eligible employees are required to substitute any accrued vacation or personal leave under this policy. Sick leave may be used in any situation where the provisions of collective bargaining agreements or the personnel By Law apply. If an employee does not have accrued leave, the leave will be unpaid.~~

~~Leave may be taken intermittently or on a reduced leave schedule.~~

~~Employees may be required to [provide certification pursuant to regulations from the Attorney General's office.~~

3. Applicability:

~~Any employee who has worked for the Town of Plymouth for at least twelve (12) months and has worked at least 1250 hours over the previous twelve (12) months.~~

17. Article XII, Vacations shall be amended effective July 1, 2022 by adding a new paragraph to read:

Upon request, eligible employees, are entitled to payment from the Town of a full work day's wage at the rate in effect at the end of the fiscal year up to a maximum of five (5) days of accumulated unused vacation per fiscal year. In order to be eligible for this benefit said employee must have been employed as a member of this bargaining unit for ten (10) years or more and have 4 weeks of vacation on the books.

18. The parties' Custodial Floater MOA will be amended by adding the following text:

Custodians who sign up to a call out list to float shall receive an eighty dollar (\$80.00) stipend for the week floated. A floating call out list shall be maintained and rotated by seniority. If sufficient custodians as deemed necessary by the Director do not sign up/agree to float the Town will use

an outside contractor to provide floating custodial services deemed necessary.

19. Article XXIX, Miscellaneous will be amended at Section 7 effective July 1, 2022 to read:

Section 7. The Employer agrees to reimburse employees for the renewal fee of Class A, Class B, and Hoisting Engineer's license, and the Employer agrees to pay for the DOT physical for the Hoisting Engineer's license, if the possession of the license in question is necessary for town work related purposes – as annually determined by the DPW Director and/or approved by the Town Manager. This determination may differ with the employee's job description.

In addition, the employees for whom the Town agrees to pay for the Hoisting Engineer's license DOT physical "HE-DOT" must meet the following conditions:

- a. Employees must give the Town four (4) weeks written notice prior to taking the HE-DOT;
- b. Employees may take the HE-DOT physical at a facility recommended by Human Resources for this purpose at a negotiated rate. The facility may change from time to time. Or, the employee may submit documentation to show they have taken the physical through their primary care physician, at or below the negotiated rate;
- c. Employees shall be reimbursed for the cost of obtaining certifications, including tuition and fees, for job related certifications and licenses. They must be approved, in advance by the Director of Public Works;
- d. Employees will be reimbursed for Continuing Education Units (CEUs) obtained by DPW employees to maintain the licenses required to do their jobs. The CEUs must be approved in advance by the DPW Director. The DPW Director will arrange for the instructors for the CEUs to be on-site annually 1-2 times per year (depending on the need).

Overtime will not be granted if the employee does not attend one of the sessions provided; without prior written authorization from the DPW Director.

The Employer shall pay a stipend every year to all employees who obtain, maintain, and renew operator's licenses that are necessary for work related purposes and duties. In order for the listed license to be eligible for a stipend, the license must either be a requirement in the Job Description or the employee must receive approval by the DPW Director that the license is necessary for and used on the job, or the license is complimentary to current work tasks and benefits the department, or the license serves as an incentive for the employee to successfully apply for promotional opportunities with the Town where the employee will use that license.

All eligible employees shall receive from the Employer the specified amount for each of the corresponding licenses:

A. Commercial Driving License A \$700.00

B. Commercial Driving License B	\$500.00
C. Hoisting Engineer's License	\$200.00 per category
D. Water/Wastewater	\$500.00 per category (License must be required by job description plus the next grade of higher license in sequence (OIT) \$250.00
E. CSL	\$700.00
F. Mass Vehicle Inspector	\$700.00
G. Back Flow	\$350.00
H. Cross Connection	\$350.00
I. First Responder	\$700.00

No one employee can exceed \$4,000 maximum in license stipends annually.

20. Article XXX, Sick Leave Buy-Back Plans, shall be amended to read:

A. UPON RETIREMENT OR DEATH:

The Town agrees that it shall pay to the employee upon his voluntary retirement or upon the death of said employee to his named beneficiary ~~\$25.00 fifty percent of an employees unused, accrued sick leave calculated at the rate of the employee's wages for a full work day of work for each day of accumulated unused sick leave remaining in the account of said employee for fifty (50%) percent of the total hours of said accumulated sick leave, up to a maximum payment of Two Thousand Five hundred (\$2500.00) Four Thousand (\$4000) Dollars.~~

B. ANNUAL

A maximum of ~~three five~~ hundred dollars ~~(\$300.00)~~ **(\$500.00)** can be earned in each fiscal year based upon the employee's use of allotted sick leave.

For each calendar quarter beginning July 1st during which no sick hours are used, an employee will earn a ~~\$75.00~~ **(\$125.00)** cash bonus. An employee who is not available for work during a quarter because of a work related injury or for any other reason is ineligible for that quarter's incentive. No cash bonus of any kind will be paid to any employee whose total annual use of sick leave exceeds fifty-six (56) hours during a fiscal year. Payments due hereunder will be made in July for the prior fiscal year.

21. Article XXIII, Longevity, shall be amended effective on July 1, 2022 to read:

LENGTH OF SERVICE	AMOUNT PAID
-------------------	-------------

5 years	\$200
---------	-------

10 years	\$250
15 years	\$400
20 years	\$550
25 years	\$750
30 years	\$1000

Completed Years	FY22-25 \$ Amount
5	\$125
6	\$175
7	\$225
8	\$275
9	\$325
10	\$375
11	\$425
12	\$475
13	\$525
14	\$575
15	\$650
16	\$725
17	\$800
18	\$875
19	\$950
20	\$1,225
21	\$1,300
22	\$1,375
23	\$1,450
24	\$1,525
25	\$1,600
26	\$1,600
27	\$1,600
28	\$1,625
29	\$1,700
30	\$1,775
31	\$1,850
32	\$1,925
33	\$2,000
34	\$2,075
35	\$2,150
36	\$2,225
37	\$2,300
38	\$2,375
39	\$2,450
40	\$2,525

Those employees eligible for longevity pay shall receive their longevity pay ~~during the last pay period of November in pro-rated amounts included in the employees' paychecks every pay period.~~ Those employees who complete five, ten, fifteen, twenty, twenty-five years, or thirty years of service will be eligible for the respective amount in the calendar year they complete said number of years of service and each year thereafter until reaching the next level or maximum benefit level.

22. Article VII, Overtime, shall be amended by the integration of the following text into the body of this Article effective on January 1, 2022 and the parties agree to remove any provisions of the existing text that are inconsistent with the following:

Overtime is made available at times when extra work needs to be done. When this work is offered it shall be done at the rate of Time and One Half plus 10% of the employee's current rate of pay.

At times that work may be essential work. Sometimes this work may result in excessive expenses to the Town or serious inconvenience to the residents of the town. Overtime work shall be distributed fairly and equitably within each division, starting with employees that normally do that job first.

In all emergency situations, such as major winter blizzards and/ or snow removal, flooding, hurricanes, or any other serious act of nature, any public employee covered by this collective bargaining agreement that is qualified to perform the assignment may be approached by the Director or his/her designee to remain at work past their eight (8) hour shift. The Seniority list shall be used to offer this extra work. If enough workers do not accept the work the assignment may be made through Inverse Seniority. For emergency situations that occur on weekends, holidays, or require call-backs or additional employees, the Director or his designee will first call in all employees covered by this collective bargaining agreement qualified to perform the assignment. At times during Town wide Snow plowing and sanding events outside contractors may also be utilized to augment the COBRA members' work. As the workload lessens, the outside contractors shall be released prior to members of the bargaining unit.

During snow operations, eligible COBRA public works employees who possess a valid CDL Class A or B or D license or those bargaining unit members that are not required to possess these licenses as a condition of their employment, but have them with the town will be utilized to operate snow removal equipment before outside contractors are brought in to perform said function. To be eligible for such work, the employee must sign up each year starting October 1st in order to efficiently facilitate the

manager's callout process. Once an employee has signed up, the employee will be contacted to perform snow removal duties during snow emergencies as assigned and as determined by the Director or his/her designee utilizing the contract language and long standing past practices. The sign up list will remain available for new employees or those recently licensed or out of work during the initial sign up period for the duration of the winter months.

It is agreed upon that when Public Works employees are engaged in any type of ice and snow related activities, they shall receive a fifteen (15%) percent stipend, above their regular overtime pay rate, for overtime hours worked, to include weekends and holidays. This is once on the overtime rate only. All snow and ice events and activities are determined by the DPW Director (or Airport manager in the case of Airport ice and snow events) and the duration of the event and activities are determined by the DPW Director (or Airport Manager in the case of airport ice and snow events). The employee shall stay on the overtime rate as outlined in the CBA until the activity is declared over as determined by the DPW Director or his/her designee or the Airport Manager in the case of Airport ice and snow events. In addition, the snow and ice overtime rate shall apply during any weather-related Local Declaration of Emergency.

For purposes of overtime pay, vacation time, personal time, holidays shall constitute time worked.

23. Article II, Management Rights, is amended by adding two new penultimate paragraphs to read:

Management may assign employees anywhere in the DPW - moving amongst divisions - at any time during the work shift. Except for emergencies, employees will be given a five-day written notice of work schedule and assignment changes. The determination shall be made by the DPW Director or his/her designee. No changes shall be made to avoid payment of overtime.

On any shift, or any part of a shift, a Custodian can be sent to any other public taxpayer owned building for custodial work without prior notice. The Town will provide transportation or reimburse for mileage at the current IRS rate of per mile payment.

24. Article VI, Hours of Work, shall be amended at the third paragraph to read:

The Association and the Town agree that in the event that the Town needs to assign a member of the Association to a split-site shift **on a more permanent basis in the future**, the Town will notify the

Association of its intended **more permanent** assignment and provide the Association with an opportunity to bargain over the impact of the decision if it so chooses.

25. Article XXIV, Classification Plan and Pay Rates shall be amended by adding Paragraphs H, I and J to read:

H. Effective January 1, 2022, the MEO classification shall be moved from OM-1 to OM-2 using existing contractual promotional language.

I. Effective June 30, 2022, all bargaining unit classification pay rates shall be increased by four thousand dollars (\$4000) as an equity adjustment.

J. Effective June 30, 2022, Step 1 shall be eliminated from all OM pay grades and a new senior step will be added at a rate two percent (2%) higher than the next preceding step.

26. Article XLI, Duration, shall be amended to reflect a new three-year contract effective from July 1, 2021 through June 30, 2024 with across the board cost of living increases of two percent (2%) effective and retroactive on July 1, 2021, another two percent (2%) effective July 1, 2022 and another two percent (2%) effective July 1, 2023.

27. Except as amended herein, all other terms of the Predecessor agreement shall be carried forward into the Successor CBA without change.

28. This MOA is subject to ratification by the bargaining unit and the Town and funding by the Town meeting. The Town and COBRA each agree to recommend ratification and funding by the Town Meeting.

Agreed to this ____ day of October on behalf of the Town and COBRA:

For the Town

By: _____

For COBRA

By: _____

