MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF EAST BRIDGEWATER AND
THE EAST BRIDGEWATER DEPARTMENT OF PUBLIC WORKS,
GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF
BROCKTON & VICINITY, LOCAL 653

Whereas, the parties have met and negotiated regarding a successor Collective Bargaining Agreement ("CBA"), subject to ratification, for the employees of the East Bridgewater Department of Public Works, General Teamsters, Chauffeurs, Warehousemen & Helpers of Brockton & Vicinity, Local 653 ("Union").

Now, Therefore, the employees of the Union and the Town of East Bridgewater ("Town" or "Employer") agree as follows:

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from July 1, 2016 – June 30, 2019 shall, except modified by the terms of this Memorandum, be extended for a three-year period from July 1, 2019 – June 30, 2022.

2. Wages:
   a. COLA Increases:
      i. Effective retroactively to July 1, 2019 – There shall be a general increase of two-percent (2%) to each step;
      ii. Effective July 1, 2020 – There shall be a general increase of two-percent (2%) to each step;
      iii. Effective July 1, 2021 – There shall be a general increase of two-percent (2%) to each step.

3. Art. 5 – Overtime/Seniority:
   a. Section 5.2
      i. Keep Water Division “On Call” procedure as is for the current contract.
      ii. Create a rotating seniority overtime list for all other DPW divisions, to be issued twice per month. Employees interested in taking this overtime shall sign up on the list. If an employee has signed the list but refuses overtime two (2) times in a calendar month, said employee shall be banned from signing the list for the next full month. Management shall have the right to force the least senior member who has signed the list if not other member who has signed the list is available to work the overtime. This process is exclusive of snow and ice emergency overtime.
      iii. Add the following language: “Water Division employees are required to avail themselves of mandatory Saturday and Sunday overtime as a condition of their employment, based on a rotational list, per DEP regulations.”
      iv. The intent of the new, bargained-for overtime procedure is in no way intended to reduce overtime opportunities for the bargaining unit. The Town intends to use any savings to accomplish work and staff overtime opportunities. This statement
shall, in no way, limit management's right of assignment or any other management prerogative.

4. **Art. 6 – Wages:**
   a. Section 6.4 – Strike and add the following language:
      i. An employee hired on a regular, full-time basis and assigned to a regularly established job and work schedule for the first four (4) months shall be compensated, for the first three (3) months of such employment, at the rate of L-01 General Laborer. During such period of employment the employee shall be considered to be on probation. Release of such employee from his employment during this probationary period shall be at the discretion of the Director or his designee and not subject to the grievance and arbitration provisions of this Agreement. If the employee is retained beyond the (3)-month probationary period, he shall commence receiving the hourly rate of pay then appropriate for his regular job assignment herein provided and all benefits of this Agreement shall thereafter become effective and dated from the day next succeeding the day of said probationary period. Prior to or upon completion of an employee’s probationary period, the DPW Director may, at his or her discretion, extend an employee’s probationary period for an additional two (2) months. If the Director exercises his or her discretion to extend a probationary period, he or she shall provide notice to the employee and Union. Probationary employees will be eligible to join the Union upon completion of thirty (30) days’ employment.
   b. Section 6.6 – Increase the annual stipend amount for the following licenses/certificates:
      i. MA Hoisting License Class 4E Catch Basin Cleaner: $600
      ii. MA Hoisting License Class 4G Specialty Lawn Mower: $600

5. **Art. 8 – Sick Leave:**
   a. Section 8.1 – Revise language as follows:
      i. Sick leave shall be granted with pay to a regular, full-time employee for illness and/or injury. In the case of a work-related injury, sick leave and/or vacation leave may be granted up to a maximum of sixteen (16) hours per week. In no case shall the combination of workers’ compensation and sick leave/vacation leave exceed the employee’s regular weekly compensation. Sick leave must be utilized first, and vacation leave shall only be used in this circumstance once an employee has exhausted their sick leave.
   b. Section 8.7 – Revise language as follows:
      i. Upon retirement or death, an employee, or his or her spouse or estate, may buy back all unused sick leave up to 150 days, at 50% of the employee’s rate at the time of retirement or death. If electing this sick leave buy back at retirement or death, an employee may not sell down their accrued days to 135 days before buying back their accrued sick time.
6. **Article 11 – Vacation:**
   a. **Section 11.1 – Amend the following language regarding all regular full-time employees hired after April 1, 2014:**
      i. After six (6) months or more but less than one (1) year of continuous service
      ii. After one (1) year or more but less than five (5) years of continuous service
      iii. After five (5) years but less than ten (10) years of service
      iv. After ten (10) years of service **or more**

   b. **Section 11.3 – Add the following language:**
      i. “Effective July 1, 2020, in the event one or more employees request vacation time for the same period, it will be granted to the employee who requested the leave first. A minimum of at least 50% of any division’s staffing will be maintained at all times to assure for continuation of services.”

   c. **New Section – Add the following provision:**
      v. All bargaining unit employees must utilize their accrued vacation time according to the following schedule:

      | 0 – 2 Weeks’ Vacation | No restriction |
      |-----------------------|---------------|
      | 3 Weeks’ Vacation     | Must use 1 week in a block of 5 consecutive days |
      | 4 – 5 Weeks’ Vacation | Must use 2 weeks of vacation in blocks of 5 consecutive days |
      | 6 – 7 Weeks’ Vacation | Must use 3 weeks of vacation in blocks of 5 consecutive days |

      For vacation leave used during a week containing a paid holiday, a “week block” shall be considered four (4) vacations days plus one (1) paid holiday. For weeks containing two (2) paid holidays, a “week block” shall be considered three (3) vacation days plus two (2) paid holidays.

d. **New Section – Add the following provision:**
   i. Effective July 1, 2020, all new employees hired on full-time basis and assigned to a regularly established job and work schedule shall receive the following prorated vacation hours upon the completion of each individual’s probationary period, based on the month they were hired and according to the following schedule:

<pre><code>  | First Year Vacation Allotment: |
  |-------------------------------|
  | **Month** | **Vacation Hours Alotted:** |
  | July       | 40 |
  | August     | 37 |
  | September  | 33 |
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e. New Section – Add the following provision:
   i. Effective July 1, 2020, all employees shall receive their annual vacation accruals on July 1 of every year.
   ii. A side letter will be created to prorate Robbie Natale and Derik Larson’s vacation to receive half of their annual accrual on January 1, 2020. Those two employees shall then receive their full accrual on July 1, 2020.

7. Art. 19 – Miscellaneous:
   a. Section 19.2 – Strike the following language:
      i. “except that an award issued by the Massachusetts Joint Labor-Management Commission in pending involving the East Bridgewater Firefighters Union shall not constitute a more favorable settlement.”

   b. Section 19.3 – Amend section as follows:
      i. The employer shall reimburse the employee for the cost of the medical physical examinations required for a Commercial Driver’s License. Said cost shall be determined by the actual cost the Town pays for the physicals at the Town’s selected medical provider for the Department. At the time of this writing, the Town pays $99.00 for DOT medical physicals.

c. Section 19.4 – Increase uniform allowance to $775.00 per year.

d. Section 19.7 – Amend the language as follows:
   i. “Except in an emergency, as determined by the Division Head or his designee, employees will not be required to work outdoors when the outdoor temperature exceeds one-hundred (100) degrees Fahrenheit or falls below ten (10) degrees Fahrenheit. For the purpose of this article, “working outdoors” shall mean performing manual labor outdoors without any protection from the elements such as a shelter, enclosure or vehicle. It shall not be interpreted to include work assignments that can be accomplished in a shelter, enclosure or vehicle and/ or traveling to and from assignments or buildings on foot or in a vehicle. Employees who opt not to work outdoors will be given an assignment determined by the Employer.”
8. **Snow/Ice Overtime Policy:**
   i. Add the following language to policy:
      1. “In the event that the Town is alerted of a snow storm with at least forty-eight (48) hours advanced notice, the DPW Director, or his/her designee, shall provide the same notice (48 hours) to all employees. After providing said notice, the DPW Director, or his/her designee, shall respond to any and all leave requests or requests to be excused from working during the impending storm.”

9. **New Article — Wage Reopener:**
   a. Add the following new article/language:
      i. “In the event that any other Town bargaining unit receives a Cost of Living Adjustment (“COLA”) increase above the amounts listed in this Agreement, the parties agree to return to the bargaining table for the strict purpose of discussing COLA increases.”

10. **Housekeeping:**
    a. **Appendix A:**
       i. Add “Tree Worker” to L-04 Classification
       ii. Include new job description
    b. **Section 8.8:** Strike the following language:
       i. Employees who are eligible can redeem sick leave days and shall receive their stipends, either at the end of the fiscal year or according to the following schedule:

11. **Recommendation and Approval:**
    a. The Union bargaining representative(s) agrees to present this Memorandum of Agreement to a vote before the bargaining unit and recommend passage of all provisions herein, upon which the Town Administrator agrees to seek approval of an appropriation to fund the Collective Bargaining Agreement, as amended.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Understanding on this ___ day of March, 2020.

**TOWN OF EAST BRIDGEWATER,**
By its Town Administrator,
duly authorized,

[Signature]
Brian Noble

**TEAMSTERS LOCAL 653**
By its Bargaining Team,
duly authorized,

[Signature]

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