

**OFF THE RECORD**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF ARLINGTON  
AND THE  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888**

June 2023

The Arlington Town Manager (“Town”) and the Service Employees International Union Local 888 (“Union”), collectively the “Parties”, have agreed that the terms of their collective bargaining agreement (“Agreement”) which is in effect from July 1, 2021 through June 30, 2022 shall remain in full force and effect through June 30, 2024, except as such terms are expressly modified by this MOA.

**1. Duration:**

CBA to be effective July 1, 2022 through June 30, 2024.

**2. Cost of Living Adjustments:**

A. Effective July 1, 2022 (FY23):

- i.** 2% increase to the salary scale only  
(this percent increase does not apply to any other aspect of the CBA)
- ii.** Retroactive pay shall only be provided to those individuals who are employees of the Town, in this unit, as of the date of ratification.
- iii.** 10-Year Step:

-Available to employees on July 1<sup>st</sup> in the year after for which they reach their 10 Year anniversary (i.e. eligibility is after an employee has completed 10 years of work with the Town).

(Example 1:

Employee A has an anniversary date of June 15<sup>th</sup>.  
Employee A completes his 10<sup>th</sup> year of work with the Town on June 15, 2023, he shall move to the new 10-Year Step on July 1, 2023.

Example 2:

Employee B has an anniversary date of September 5<sup>th</sup>.  
Employee B completes her 10<sup>th</sup> year of work with the Town on September 5, 2023, she shall move to the new 10-Year Step on July 1, 2024.)

-The value of the 10-Year Step is 3.75% above the existing step 8 on the FY2022 Payplan (0.25% above the existing Step 9).

-See the attached new salary schedule detailing the new 10-Year Step.

iv. 15-Year Step:

-Available to employees on July 1st in the year after for which they reach their 15 Year anniversary (i.e. eligibility is after an employee has completed 15 years of work with the Town).

(Example 1:

Employee A has an anniversary date of June 15<sup>th</sup>. Employee A completes his 15<sup>th</sup> year of work with the Town on June 15, 2023, he shall move to the new 15-Year Step on July 1, 2023.

Example 2:

Employee B has an anniversary date of September 5<sup>th</sup>. Employee B completes her 15<sup>th</sup> year of work with the Town on September 5, 2023, she shall move to the new 15-Year Step on July 1, 2024.)

-The value of the 15-Year Step is 2% above the 10-Year step outlined in Section 2.A.iii above.

-See the attached new salary schedule detailing the new 15-Year Step.

v. Employees may only advance a maximum of one step per year and may not skip steps.

(Example 1:

Employee A has 25 years of experience with the Town and has an anniversary date of June 15<sup>th</sup>. Employee A completes his 25<sup>th</sup> year of work with the Town on June 15, 2022, he shall move to the new 10-Year Step on July 1, 2022 and he shall move to the new 15-Year Step on July 1, 2023.

vi. Effective July 1, 2022 eliminate the existing Step 1 in the FY2022 Payplan.

-See the attached new salary schedule detailing the re-numbered Steps.

vii. FY23 retroactive payments shall be made on or before July 14, 2023.

C. Effective July 1, 2023 (FY24):

i. **2%** increase to the salary scale only  
(this percent increase does not apply to any other aspect of the CBA)

ii. Market Adjustment:

All positions shall receive a 0.75% market adjustment. See the attached new salary schedule detailing the market adjustment.

### 3. Personal Leave

Amend Article XIV- Personal Leave, Sections "A" and "B" as follows:

"A. A personal leave of absence of ~~one~~ **two** days per year with pay shall be granted to all full time employees of the Town who have completed one year of full time service.

B. Employees who do not use sick leave shall be granted personal leave without loss of pay up to **four** (~~5~~**4**) days per calendar year in accordance with the following:

1. Employees who do not report out sick from January 1, to March 31 shall receive one (1) additional personal day. 2. Employees who do not report out sick April 1, to June 30, shall receive one (1) additional personal day.

3. Employees who do not report out sick from July 1, to September 30, shall receive one (1) additional personal day.

4. Employees who do not report out sick from October 1, to December 31, shall receive one (1) additional personal day.

~~5. In addition to the foregoing, those employees who do not report out sick more than four (4) days during the calendar year shall receive one (1) additional personal day.~~

~~6.~~ **5. Personal day earned for good sick leave record may not be accumulated beyond one year from the date of its being credited.**

6. **Employees receiving Workers' Compensation shall not be eligible for personal days under this program.**

4. **GPS in DPW Vehicles**

Article XX: Miscellaneous Provisions, add new paragraph "Q" as follows:

**Q. GPS Technology – To improve deployment and supervision of personnel, to decrease incident/service response times, to protect its property and increase employee safety, the parties agree that the Town has satisfied its bargaining obligations, pursuant to GL c. 150E with respect to the use of**

**GPS in current and future equipment, vehicles, and technology. With notice to the Union, the Town may install and/or activate GPS or other similar technology on its equipment and vehicles.**

**The Town shall provide the Union with written notice ninety (90) calendar days prior to such installation and/or activation. In its written notice to the Union, the Town shall identify the types of equipment and types of vehicles within which it intends to install GPS technology.**

**With the exception of employees who have been previously counseled and/or disciplined about performance, the parties agree that the Town will not use GPS for the purpose of active monitoring of employee performance.**

**When an employee is the subject of a complaint or investigation, prior to being ordered to respond to questions in an investigation regarding the employee's conduct, the employee shall have the opportunity to review the GPS data that the Town has utilized in such investigation.**

**The use of GPS is not intended to result in any reduction of the number of positions in the SEIU bargaining unit. The Town shall not seek to eliminate any SEIU Local 888 positions as a result of the GPS technology.**

5. **Reset of Opt-out program**

Article XVIII: Health Insurance, upon ratification, Amend Opt Out Section, as follows (new language in **bold**, deleted language ~~crossed~~):

3. Opt-Out Program: For all benefit eligible subscribers enrolled on the Town's health plans on or before July 1, ~~2011~~ **2021**, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the

participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days' notice to the SEIU President in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.

**Employees who were enrolled in the Town's health plans on or before July 1, 2021, and continuously remained in the plans, and opt out of the Town's health plans after Town Meeting approves the parties' November 2022 MOA shall be eligible for the opt-out benefit as of the first full month after Town Meeting approves the parties' MOA.**

**(For example, should Town Meeting approve the parties' MOA in May of 2023, an employee who is currently enrolled in the Town's health plan and was enrolled in the Town's health plan on or before July 1, 2021 and opted out of the Town's health plans (family plan) as of September 20, 2023 shall be eligible for a monthly payment of \$333.33 beginning in October of 2023 and shall not be eligible for any retroactive opt-out payments.)**

6. **Juneteenth:**

Effective upon ratification, approval and funding, Holidays – Article XI - Amend as follows: (new language in **bold**, deleted language ~~erossed~~):

In order to qualify for holiday credit, a regular employee shall have worked on the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday, unless it is an absence for which compensation is payable under ~~Article 7C~~ **Title I Article 6** of the bylaws of the Town. The following days in each year shall be considered as holiday credits:

- New Years' Day
- Martin Luther King Day• Presidents' Day
- Patriots' Day
- Memorial Day
- **Juneteenth**
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

Whenever Christmas Eve ~~or Juneteenth~~ falls on a Monday through Friday inclusive, it shall be considered a full holiday and holiday pay shall be a day's pay at straight time

rate – no other provisions of this paragraph shall apply to Christmas Eve ~~or Juneteenth~~. At the discretion of the Town, employees may be asked to participate in professional development regarding Juneteenth. A half- holiday shall mean four hours off with pay. Good Friday in each year shall be considered as a half-day holiday credit. Whenever a legal holiday falls on Saturday, another working day off with pay shall be arranged at the discretion of the department head. If the holiday falls on Sunday, the following day will be the working day off. Holiday pay shall be a day's pay at straight time rate. If a holiday occurs within an employee's vacation period then he/she shall receive an additional day's vacation with pay.

7. **Work in Winter Storms**

A. **Article XIX Snow Removal Program**

**“Absent a mutual written agreement by the parties otherwise, effective July 1, 2022 and until June 30, 2024 at 11:58 PM the below *new* Article XIX shall be effective.**

**‘Effective July 1, 2022 until June 30, 2024, if an employee reports and works an overtime event beyond the regular scheduled workday to address snow and ice from November 1st to April 30th they shall be paid at the rate of two times straight time (i.e. double time).’**

**Absent a mutual written agreement by the parties otherwise, effective June 30, 2024 at 11:59 PM the below original Article XIX – Snow and Ice Incentive shall be effective and the above-referenced *new* (July 1, 2022 – June 30, 2024) Article XIX Snow Removal Program shall become null and void:**

**‘If an employee reports and works an overtime event beyond the regular scheduled workday to address snow and ice from November 1st to April 30th they shall be paid at the overtime rate (time and one half).’”**

B. **Article XIX (Snow and Ice Incentive)**

Effective July 1, 2022 and until June 30, 2024 at 11:58 PM the below Article XXV, Section 1 shall be null and void. Absent a mutual written agreement by the parties otherwise, this Section 1 below shall reactivate and shall be effective again on June 30, 2024 at 11:59 PM.

Effective November 1, 2012, there shall be a Snow/Ice Response Incentive in accordance with the following:

1. \$400 Incentive

If

- (a) an appropriate bargaining unit member reports to every winter season snow/ice event on and between November 1st and April 30th , and
- (b) there are at least two winter season snow/ice events in the season, and
- (c) the appropriate bargaining unit member works a minimum of two shifts or the duration of the snow/ice event, whichever is lesser, the appropriate bargaining unit member shall receive a payment of \$400.

2. \$300 Incentive

If:

- (a) an appropriate bargaining unit member reports to all but one winter season snow/ice event on and between November 1st and April 30th, and
- (b) there are at least two winter season snow/ice events in the season, and
- (c) the appropriate bargaining unit member works a minimum of two shifts or the duration of the snow/ice event, whichever is lesser, the appropriate bargaining unit member shall receive a payment of \$300.

3. \$200 Incentive

If:

- (a) an appropriate bargaining unit member reports to all but two winter season snow/ice event on and between November 1st and April 30th , and
- (b) there are at least two winter season snow/ice events in the season, and
- (c) the appropriate bargaining unit member works a minimum of two shifts or the duration of the snow/ice event, whichever is lesser, the appropriate bargaining unit member shall receive a payment of \$200.

4. An appropriate bargaining unit member shall not be eligible for any incentive under this provision if three or more events are missed. An appropriate bargaining unit member may receive only one incentive under this provision. If an employee is on a scheduled vacation week, or a pre-

approved personal day, where such day was scheduled and approved at least two calendar days prior to the storm and, if it is such employee's scheduled call week and a snow/ice event occurs during this time, the employee will not be for missing such event. The employee will be regarded and "marked in" as on scheduled vacation or pre-approved personal leave. If an employee is out sick, absent or on an excused absence from work (including periods receiving workers' compensation benefits) and it is his/her scheduled call week such employee will not receive any credit for the snow/ice event.

5. The employee will be called for snow/ice events and given a grace period of 30 minutes to return the phone call to their Department Head or Supervisor. If a phone call is not returned by the employee within the grace period, the employee will be marked "not available".
6. Eligibility for the snow/ice incentive payment will be at the discretion of the Director of Public Works in consultation with the appropriate division heads. Eligibility for and the receipt of the snow/ice incentive payment shall not be subject to the grievance or arbitration process.
7. Any snow/ice incentive payment received under this provision shall not be considered regular compensation for any purposes including but not limited to pension purposes. Payment will be made on or about June 1st.

8. **Primary Water Operator Stipend**

Article XX: Miscellaneous Provisions, Add new paragraph as follows:

**R. The Town shall have the discretion to designate a primary water operator. Selection of such primary water operator is not grievable or arbitrable. The Town shall first offer the operator position to qualified SEIU bargaining unit members maintaining a valid D3 Drinking Water Facility Operator License, before offering the operator position to other Town personnel (non-bargaining unit members). Whenever the Town designates a qualified member of SEIU to serve as the primary water operator that employee will be compensated \$10,000 annually (July 1 – June 30) paid out in weekly installments. Service of less than one year shall result in a prorated amount of the \$10,000 based on actual time worked.**

9. **Side Letter Dated November 26, 2018**

**The parties agree to add the following language to the end of Section N, Break after 24 Hours straight work of Article XX – Misc. Provisions:**

**"If an employee has worked a total of twenty-four hours or greater and the twenty-four hour period ends on a Saturday, Sunday or holiday they will be entitled to eight hours off with pay to be used within 15 (fifteen) working**



days at a time approved by the Director of Public Works. If an employee works the entirety of a snow event, that results in the physical closing of Town administrative offices (i.e., no public access to Town Hall administrative offices, but offices may remain open virtually), the employee shall be credited a personal day.”

**10. Ratification**

This MOA is subject to ratification by the Union and to appropriation of funds by Town Meeting at the next regularly scheduled Town Meeting.

Agreed to on this 27 day of June 2023 by the negotiating teams for:

Town



Sandy Pooler  
Town Manager

Union



Daniel Warren, President

	1	2	3	4	5	6	7	8	9	10
<b>FY24</b>										
<b>SEIU 1</b>	40,341	41,854	43,422	45,051	46,741	48,493	50,314	52,200	54,157	55,240
<b>SEIU 2</b>	44,823	46,504	48,248	50,057	51,938	53,882	55,902	57,998	60,173	61,377
<b>SEIU 3</b>	50,874	52,784	54,761	56,815	58,947	61,156	63,450	65,830	68,299	69,665
<b>SEIU 4</b>	57,996	60,172	62,427	64,772	67,197	69,719	72,333	75,046	77,860	79,418
<b>SEIU 5</b>	60,897	63,180	65,552	68,006	70,556	73,205	75,951	78,799	81,754	83,389
<b>SEIU 6</b>	63,636	66,024	68,499	71,068	73,733	76,500	79,367	82,344	85,431	87,140
<b>SEIU 7</b>	66,502	68,994	71,582	74,267	77,050	79,938	82,938	86,048	89,274	91,060
<b>SEIU 8</b>	68,827	71,409	74,087	76,866	79,748	82,738	85,839	89,059	92,398	94,246
<b>SEIU 9</b>	71,235	73,906	76,678	79,555	82,539	85,633	88,842	92,173	95,629	97,542
<b>SEIU 10</b>	73,731	76,497	79,365	82,340	85,427	88,631	91,955	95,403	98,981	100,961
<b>SEIU 11</b>	78,154	81,083	84,126	87,280	90,550	93,950	97,474	101,129	104,921	107,019
<b>SEIU 12</b>	84,408	87,570	90,855	94,225	97,796	101,465	105,269	109,217	113,313	115,579
<b>SEIU 13</b>	90,316	93,701	97,215	100,859	104,644	108,567	112,642	116,866	121,248	123,673
<b>SEIU 14</b>	98,443	102,134	105,963	109,940	114,063	118,338	122,777	127,381	132,158	134,801

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<b>FY23</b>										
<b>SEIU 1</b>	39,261	40,734	42,260	43,845	45,490	47,195	48,967	50,803	52,708	53,762
<b>SEIU 2</b>	43,623	45,259	46,957	48,717	50,548	52,440	54,406	56,446	58,563	59,734
<b>SEIU 3</b>	49,512	51,371	53,295	55,294	57,369	59,519	61,752	64,068	66,471	67,800
<b>SEIU 4</b>	56,444	58,562	60,756	63,038	65,399	67,853	70,397	73,037	75,776	77,292
<b>SEIU 5</b>	59,267	61,489	63,798	66,186	68,668	71,246	73,918	76,690	79,566	81,157
<b>SEIU 6</b>	61,933	64,257	66,666	69,166	71,760	74,453	77,243	80,140	83,145	84,808
<b>SEIU 7</b>	64,722	67,147	69,666	72,279	74,988	77,799	80,718	83,745	86,885	88,623
<b>SEIU 8</b>	66,985	69,498	72,104	74,809	77,614	80,524	83,542	86,675	89,925	91,724
<b>SEIU 9</b>	69,328	71,928	74,626	77,426	80,330	83,341	86,464	89,706	93,070	94,931
<b>SEIU 10</b>	71,758	74,450	77,241	80,136	83,141	86,259	89,494	92,850	96,332	98,259
<b>SEIU 11</b>	76,062	78,913	81,874	84,944	88,127	91,436	94,865	98,422	102,113	104,155
<b>SEIU 12</b>	82,149	85,226	88,423	91,703	95,179	98,749	102,452	106,294	110,280	112,486
<b>SEIU 13</b>	87,899	91,193	94,613	98,160	101,843	105,661	109,627	113,738	118,003	120,363
<b>SEIU 14</b>	95,808	99,400	103,127	106,998	111,010	115,171	119,491	123,972	128,621	131,193

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