### ON THE RECORD PACKAGE PROPOSAL

# MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ARLINGTON AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888 APRIL 2024

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, which is in effect from July 1, 2022 through June 30, 2024, shall remain in full force and effect through June 30, 2027, except as such terms are expressly modified by this MOA.

### 1. Duration:

CBA to be effective July 1, 2024 through June 30, 2027.

# 2. Compensation

# A. Cost of Living Adjustment:

- i. Fiscal Year 2025: Effective July 1, 2024:

  3% across the board cost of living adjustment (cola)

  This percent increase does not apply to any other aspect of the CBA.
- ii. Fiscal Year 2026: Effective July 1, 2025:

  3% across the board cost of living adjustment (cola)

  This percent increase does not apply to any other aspect of the CBA.
- iii. Fiscal Year 2027: Effective July 1, 2026: 3% across the board cost of living adjustment (cola)

  This percent increase does not apply to any other aspect of the CBA.

### **B.** Market Adjustment:

i. Fiscal Year 2027: Effective January 1, 2027:
All titles to receive a market adjustment of seventy-five cents (\$0.75) per hour.

## 3. Article XI, Holidays

Amend Article IX as follows: (new language in **bold**, deleted language erossed):

"Whenever Christmas Eve 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. 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, the holiday shall be observed on the preceding Friday. 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."

# 4. July 5, 2024

In recognition that bargaining unit employees did not receive a holiday benefit for December 24, 2023, due to circumstances beyond everyone's control, on a one-time, non-precedent-setting basis for Fiscal Year 2025 only, July 5, 2024, shall be a day off for all unit employees with pay at their regular straight time rate. Nothing in this paragraph shall be construed as establishing July 5, 2024, as a "holiday" for purposes of any contractual provisions for Fiscal Year 2025 or any subsequent year.

This section shall not be integrated into the parties' CBA.

# 5. Article XIX, Work in Winter Storms:

Maintain the language modifying Article XIX negotiated via the parties' 2022 –2024 MOA regarding work in winter storms for the duration of the 2024-2027 CBA (i.e., will be sunset on June 30, 2027 unless otherwise mutually extended).

"Absent a mutual written agreement by the parties otherwise, effective July 1, 2024 and until June 30, 2027 at 11:58 PM the below new Article XIX shall be effective.

'Effective July 1, 2024 until June 30, 2027, 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, 2027 at 11:59 PM the below original Article XIX -- Snow and Ice Incentive shall be effective and the above-referenced new (July 1,

2024 - June 30, 2027) Article XIX Snow Removal Program (Section A) and Article XIX Snow and Ice Incentive (Section B) shall become null and void

Add the following language to address being on duty for snow and ice purposes and being asked to perform other related tasks such as tree removal due to storm:

Effective July 1, 2024 until June 30, 2027, 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). Effective July 1, 2024 until June 30, 2027, 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 and after reporting, are directed to address any collateral tree, road or pipe damage/concerns because of the snow and ice, they shall continue to be paid at the rate of double time. The rate of double time shall only be applicable to time worked outside of the regularly scheduled workday.'

6. Article XX-Miscellaneous Provisions

Amend Subsection R 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, specifically the DPW Operations Manager, the Supervisor of Water and Sewer, and Supervisor of Highway, who maintains maintaining a valid D3 Drinking Water Facility Operator License, before offering the operator position to other qualified SEIU bargaining unit members or Town personnel (non-bargaining unit members) who maintain a valid D3 Drinking Water Facility Operator License. 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."

7. Ratification. The parties agree that this MOA is subject to ratification by Local 888 membership and to funding by Town Meeting at the next scheduled Town Meeting.

For the Union

Daniel Warren President

Date: MAY 9,2024

For the Town

Jim Feeney Town Manager

Date: May 9, 2024

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