

OFF THE RECORD PACKAGE PROPOSAL
MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ARLINGTON
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 93, LOCAL 680 AFL-CIO
APRIL 24, 2024

The Arlington Town Manager (Town) and the American Federation of State, County and Municipal Employees Council 93, Local 680 AFL-CIO (Union), collectively the “Parties”, have agreed that the terms of their collective bargaining agreement, which is in effect from July 1, 2021 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:
Titles in “ATP” and “OFFA” Pay Plan to receive a market adjustment of sixty cents (\$0.60) per hour.
See the attached new salary schedule detailing the market adjustment.
- ii.** Fiscal Year 2027: Effective January 1, 2027:
Titles in “MC” Pay Plan to receive a market adjustment of seventy-five cents (\$0.75) per hour.
See the attached new salary schedule detailing the market adjustment.

3. Article XXIII, Misc., Section 11, Cleaning Allowance:

Effective July 1, 2026 amend Article XXIII, Section 11 as follows:
(new language in **bold**, deleted language ~~crossed~~):

“Clothing and Cleaning Allowance - Effective July 1, 2019 employees who have previously received uniform allowances shall receive \$525 cash payment (for uniform clothing) each contract year to be paid on or about that payday closest to July 1st. Employees entitled to the \$525 shall mean employees whose job primarily requires them to work outside or in a menial fashion where their clothes are subject to extreme wear and tear. ~~Office workers shall receive \$225 cash payment (for cleaning) each contract year to be paid on or about that payday closest to July 1st.~~”

4. Article XXI, Community Safety Dispatchers, Section 12, EMD Certificate:

Effective July 1, 2024 amend Article XXI, Section 12 as follows:
(new language in **bold**, deleted language ~~crossed~~):

“The Town agrees that any member of the bargaining unit in the Community Safety Department that possesses and maintains an EMD certificate shall receive **a hourly differential of twenty five cents (\$0.25)** ~~an annual stipend of three hundred dollars (\$300). This stipend is to be paid out in a lump sum in the month of July.~~ In order to act as a certified EMD dispatcher one must be a certified E911 telecommunicator; obtain and maintain CPR certification; and obtain and maintain EMD certification. EMD certification includes 24 hours of training that teaches how to handle difficult callers, identify the correct chief complaint, assign needed resources, effectively communicate between responders and callers, and provide life-saving support; EMD certified dispatchers must also adhere to departmental policies and protocols to qualify for the stipend. If at any time an employee allows their EMD certification to lapse in a fiscal year, they shall not be eligible for **the hourly differential.** ~~payment in that year.~~”

5. Article XV, Longevity Benefits:

Effective July 1, 2026 amend Article XV by adding \$200 as follows:
(new language in **bold**, deleted language ~~crossed~~):

- | | |
|--|-----------------------|
| a. Five years or more but less than ten - \$300. | <u>\$500</u> |
| b. Ten years or more but less than fifteen - \$500 | <u>\$700</u> |
| c. Fifteen years or more but less than twenty - \$700. | <u>\$900</u> |
| d. Twenty years or more but less than twenty-five - \$900. | <u>\$1,100</u> |
| e. Twenty-five years or more but less than thirty - \$1100. | <u>\$1,300</u> |
| f. Thirty or more years - \$1,300- | <u>\$1,500</u> |

:

6. Article XI, Holidays

Amend Article IX as follows:

(new language in **bold**, deleted language ~~crossed~~):

“ ...

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.

For all employees with the exception of full-time public safety dispatchers and library assistants, 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.~~ **For full-time public safety dispatchers and library assistants, 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.

...”

7. Work in Winter Storms

A. Article XXIV (Snow Removal Program)

(new language in **bold**, deleted language ~~crossed~~):

Amend Section 3 as follows:

~~3. — All hours worked beyond the regular scheduled work day shall be paid at the overtime rate.~~

“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 XXIV, Section 3 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 Section 3 shall be effective and the above-referenced *new* (July 1, 2024 – June 30, 2027) Section 3 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 XXV (License, Certification and Snow Incentive)

Effective July 1, 2024 and until June 30, 2027 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, 2027 at 11:59 PM.

“Snow Incentives - If an employee, including custodians, recreation, cemetery, community safety mechanics, the DPW Administrative Assistant and natural resource employees, reports and works an overtime event to address snow and ice from November 1st to April 30th they shall receive a payment of \$100 for working 4 storms. This amount will increase in \$100 increments for every four storms worked; for example: 12 storms worked in a season would result in a \$300 payment. Eligibility for payment will be at the discretion of the Director of Public Works in consultation with the appropriate division heads. Eligibility for payment shall not be subject to arbitration. Any annual incentive payment received under this provision shall not be considered regular compensation for pension purposes. Payment will be made by June 1st”

C. Article XXIV (Snow Removal Program) – Sanding

(new language in **bold**, deleted language ~~crossed~~):

Effective July 1, 2024 and until June 30, 2027 at 11:58 PM amend Article XXIV adding a new Section 4. Absent a mutual written agreement by the parties otherwise, this Section 4 below shall be null and void effective June 30, 2027 at 11:59 PM.

4. **“Sanding: The parties agree that the Town has satisfied its bargaining obligations, pursuant to GL c. 150E, with respect to the use of contractors to perform sanding work regarding snow and ice from November 1st to April 30th in a given year. The parties agree that should the Town require sanding duties to be performed it may utilize contractors as follows:**
 - a. **Qualified bargaining unit employees will be contacted first to perform sanding work, subject to the needs of the Town.**
 - b. **The Town shall contact qualified bargaining unit employees and shall provide employees with 1 hour to respond to the request to perform sanding work if the work is not pursuant to an emergency as determined at the Town’s sole discretion. If there is**

an emergency, as determined at the Town's sole discretion, employees shall have 15 minutes to respond to the request to perform sanding work. Employees will be notified at the time of contact if there is an emergency. If the Town does not inform the employee that there is an emergency (or that the employee has 15 minutes to respond) the employee shall have 1 hour to respond. The Town's designation or non-designation of an "emergency" is non-grievable and non-arbitrable.

- c. The Town shall contact all qualified employees on the Town's Group 1 and Group 2 lists, consistent with paragraph "b" above, before utilizing contractors.
- d. Should the Town contact all qualified employees on the Group 1 and Group 2 lists and still require support to perform sanding work it may contact contractors.

8. **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.

9. **Article XVIII Salary, Differential, Allowance and Promotional Track/ Working**

Effective July 1, 2024 amend Article XVIII, Section G as follows:

(new language in **bold**, deleted language ~~crossed~~):

"G. All library employees shall be compensated an additional ~~forty cents (.40)~~ **eighty cents (0.80)** per hour for time worked after five post meridian (5:00 p.m.)."

10. **MOA is Off-The-Record.**

The parties agree that this MOA shall be off the record for purposes of bargaining history unless and until Local 680 has ratified this MOA and the Town Manager has approved this MOA.

11. **Ratification.** The parties agree that this MOA is subject to ratification by Local 680 membership and to funding by Town Meeting at the next scheduled Town Meeting.

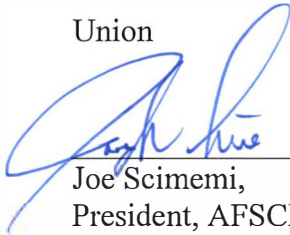
Agreed to subject to the conditions in paragraphs 10 and 11 above on this 29 day of April 2024 by the negotiating teams for:

Town



Jim Feeney
Town Manager

Union



Joe Scimemi,
President, AFSCME Local 680