

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF MANCHESTER-BY-THE-SEA
AND
AFSCME COUNCIL 93 LOCAL 687 – DPW UNIT**

The Town and the Union hereby agree to a new three-year Agreement to be in effect from July 1, 2020 through June 30, 2023. Except as modified in this Agreement, the terms and conditions of the new Agreement will be the same as the current contract effective July 1, 2017 through June 30, 2020. The new Agreement as modified by this Agreement is contingent upon ratification by the membership of the Union and the Board of Selectmen as well as by finding approval by Town Meeting, if necessary.

- 1) Wages – Article 20
 - Amend to reflect wage increases as follows:
 - a. FY21: 2.5%
 - b. FY22: In light of the economic uncertainty related to the COVID-19 pandemic, the parties agree to reopen the contract for the sole purpose of negotiating a wage increase. (1% minimum but can be negotiated up to 2.5% if Town revenues, as approved by Town Meeting, rebound to FY20 levels plus 2.5% for FY22)
 - c. FY23: In light of the economic uncertainty related to the COVID-19 pandemic, the parties agree to reopen the contract for the sole purpose of negotiating a wage increase. (1% minimum but can be negotiated up to 2.5% if Town revenues, as approved by Town Meeting, rebound to FY20 levels plus 2.5% for FY22 and another 2.5% for FY23)
- 2) Sunday Overtime – Article 9.1
 - a. Add July 4th and Labor Day to holidays where work time is paid at double time.
- 3) Pre-Arranged Overtime – Article 9.6
 - a. Increase guaranteed OT to four (4) hours for planned overtime with expectation that employee will stay on duty for the full four hours even if the work is completed for the initial reason for the OT (misc. garage/equip cleaning if nothing else.)
- 4) Standby Compensation – Article 10.1/10.1B
 - a. Increase standby status pay to \$2.25/hr
- 5) Stipends – Article 22
 - a. Revise 22.6 to convert stipends to be part of base pay and pensionable (amend Wage and Classification Plan to convert \$2,800 stipend to \$1.35 hourly rate);
 - b. Employees shall receive an additional \$0.25 an hour for each level of water license obtained but not required for their position up to a maximum of \$0.75 an hour (i.e.: a skilled laborer that holds a level 3 or 4 water license.)
- 6) Positions – Article 22
 - a. Create an intern/training position of Assistant Mechanic
- 7) Health Insurance – Article 21
 - a. Add new option for a high deductible plan with lower premium costs (voluntary option only);

- b. Effective 7/1/2020, remove Article 21.6 "wellness incentive rebate" for legal purposes;
- c. Effective 7/1/2020, amend 21.7 as follows:
Opt-out Option: The Town agrees to provide an incentive for bargaining unit members to opt out of Town-sponsored health insurance plans. The opt out option as 2 categories:

1. *Effective 7/1/2020, Bargaining unit members who are currently on the Town's Health insurance who then choose to opt out of the Town's insurance: These bargaining unit members will receive for a maximum of three years annually \$3000 each for a family plan and \$1500 each for an individual plan for each year they are not enrolled in the plan. This amount can be pro-rated to accommodate insurance that may have different plan dates from what the Town has. Bargaining unit members who have already opted out prior to 7/1/2020 and are currently receiving such opt-out payments shall not be subject to such three-year limitation and shall continue to receive such payment for each year that they are not enrolled in the plan.*
2. *New bargaining unit members who, upon hiring, opt not to take the Town's Health insurance will receive a one-time payout of \$1500.*

(Summary of change: Opt out provision remains as established "grandfathered" for current employees receiving annual opt-out payment; effective 7/1/2020, any current employees that elect to opt out will receive payments for a maximum of three years)

- 8) Leave Time (Sick, personal, vacation time)
 - a. Use in minimum of 2 hour blocks

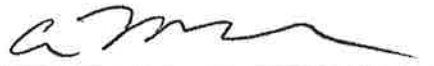
In Witness Whereof, the parties have executed the Agreement on this date


7/22/2020


TOWN OF MANCHESTER-BY-THE-SEA

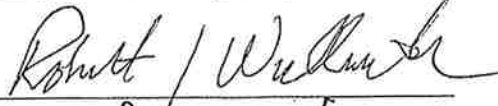
UNION

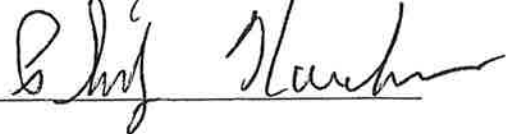
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7/23/2020

TOWN OF MANCHESTER-BY-THE-SEA

UNION

By: [Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Robert J. Walker

