



TOWN OF BELLINGHAM

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MEMORANDUM OF AGREEMENT

Between the
Town of Bellingham and
The American Federation of State, County and Municipal Employees
Local 747
Department of Public Works

October 31, 2023

This Memorandum of Agreement sets forth the material terms of a three-year Agreement between the Town of Bellingham ("Town") and the American Federation of State, County and Municipal Employees AFL-CIO State Council 93, Local 747 Department of Public Works Union ("Union") for a successor Collective Bargaining Agreement ("CBA") covering the period from July 1, 2022 through June 30, 2025 which the parties' negotiating teams have reached in the process of negotiations. This offer and any Agreement shall be considered **off-the-record** until it is ratified by the Union's membership and the Select Board. The bargaining teams shall sponsor and support such ratification. **The parties agree to delete and modify outdated and/or moot language and incorporate agreements/MOAs which are still applicable into a fully integrated July 1, 2022- June 30, 2025 collective bargaining agreement.**

Unless otherwise specified below, the effective date of the CBA changes will take effect upon Town Meeting funding of this Agreement.

Failing the required ratifications by both the Union and the Board and/or funding by Town Meeting, this offer, and Agreement, shall be deemed void and both parties will be free to return to their prior on the record bargaining positions, and it shall not be admissible in any matter or proceeding,

1. ARTICLE IV. Management Rights (new language in bold)

Subject to the provisions of this Agreement, the Employer shall not be deemed to be limited in any way in the performance of the regular, statutory, and customary functions of Town management, and reserves and retains all powers, authority, and prerogatives including, without limitation, the right to issue rules and regulations not inconsistent with the provisions of this Agreement. This shall include, but not be limited to, determining the location where an employee is assigned and/or reports to document the employee's work hours on any day(s). (Union will withdraw DLR MUP-21-8651, reporting location) with prejudice to refiling within 30 days of the required ratification by the Union and the Board)

2. Article III. Probationary Period (new language)

Unlicensed Truck Driver/Operator/ Pipefitter position classification-40 hrs straight time-weekend classes-shift. Scheduled paid working hours to be adjusted to accommodate after hours schedule will be paid at the straight time rate.

New hires who do not possess a CDL B or higher will be classified as an Unlicensed Truck Driver/Operator/ Pipefitter position. They will be required to attend classes and receive CDL prior to achieving the Truck Driver/Operator/ Pipefitter position. This does not affect the new employee's probationary status. Failure on the employees' part to obtain a CDL B and other required licenses before the end of probation may result in termination.

New hires who have none of the required licenses will continue to start at 85% of the Truck/Driver/Operator/Pipefitter rate and advance per the August 29, 2019 MOA for the 2018-2021 CBA. (See Salary Schedule below).

The Town will pay for all fees for CDL classes so long as the new hire agrees to remain employed with the Town for a period of 2 years. Should the employee be terminated or resign within the two years of obtaining their CDL B, they must repay the town for the cost of CDL classes.

3. ARTICLE IX JOB POSTING AND BIDDING-Section 4 and new Section 7

Section 4 (new language in bold)

The successful applicant shall be given a 30 (thirty) calendar ~~90 (ninety)~~ calendar day trial and training period in the new position at the applicable rate of pay. At any time during the trial and training period, the employee may elect to return to their previous classification, without

loss of seniority. If the successful applicant elects to return to their previous classification, they shall be barred from bidding on the same position for a period of three (3) calendar years from the date they return to their previous classification. If at the end of **30 (thirty) calendar 90 (ninety) calendar** days, it is determined the employee is not qualified, they shall be returned to their previous classification, without loss of seniority.

New Section 7

Notwithstanding the other provisions in this article, any conflicting language in the position descriptions for Grounds Maintenance Working Foreperson, Head Mechanic Working Foreperson, Infrastructure Working Foreperson, Head Facilities Operator Working Foreperson, including but not limited to the Award Specifications, Award Duration and Performance Review sections, will apply for those positions.

4. Article XII. Overtime

SECTION 4- (changes in bold)

Time paid but not worked shall be considered as time worked for the purpose of computing overtime pay. Overtime shall be voluntary, except in emergency situations. **The DPW Manager on Call (MOC) or designee shall be the deciding factor on the emergency evaluation and the number of employees necessary for such an event. The overtime list shall be used to fill the additional position(s). In the event the necessary position(s) are not filled, reverse seniority shall be used to fill the overtime requirement.** There shall be no discrimination in the call list rotation against any employee who declines to work overtime. Part-time or temporary employees shall in no way deprive the regular employees of their regular workweek overtime. When, in case of extreme emergency, it is necessary to call in employees from the other areas to aid and assist, such personnel will be released from overtime work when the Department of Public Works personnel can manage the workload.

SECTION 6- (changes in bold)

In the event employees are required to work overtime after normal scheduled workdays; the overtime list will be utilized after 2:00 PM. Employees who work overtime as a continuation of their normal workday and do not work a minimum of four (4) hours, will not be charged as working overtime and will not lose their position on the overtime list. Overtime work offered after 2:00 PM and refused shall be charged as overtime worked in determining equal distribution. **When the overtime list is utilized for such an event, a minimum of 2 hours at the current overtime rate shall be applied. There shall be no penalty or change to the list for employees who choose to continue with an overtime**

event. Continuations shall have no effect on call lists rotation- Call Lists shall remain the same as prior to change, regardless of the number of hours worked.

All continuation of the day shall be offered by the Manager on Call. A continuation of the day will not affect the call list rotations (no skips regardless of the length of time worked). Authorized Continuation overtime shall be a minimum 2-hour pay. The number of employees needed will be the sole discretion of the manager on call, taking into consideration safety, licensing requirements, and the ability/ experience to perform the task.

SECTION 8- (changes in bold)

The Employer shall maintain a current **report** of the overtime list. The list shall be revised on the next business day, Monday through Friday, exclusive of holidays or due to unforeseen circumstances, **after overtime has been assigned and the next eligible bargaining unit member changed**. The updated list shall be electronically disseminated. The Union agrees that no grievance will be filed if the Employer fails to disseminate the updated list before 3:00 PM due to unforeseen circumstances.

Add a new Section (10) to Overtime Article

SECTION 10- Standby On Call. Up to 3 (three) employees at a time will be paid a stipend to be on call to respond to any and all calls for service outside of regular work hours. One (1) employee regularly assigned to Highway, one (1) employee regularly assigned to Water and one(1) employee regularly assigned to facilities will be eligible for a Standby on call position. If more than one volunteer at a time from any division volunteers for a Standby on call position, that Standby On Call position will be rotated among the volunteering employees. Standby pay will be \$50 (fifty dollars) per day for Monday-Friday (non-holiday) and \$100 (one hundred dollars) per day for Saturday, Sunday and weekday holidays. In addition to the standby pay, a Standby On Call employee will receive overtime pay responding to a call.

When there is an employee from each division on Standby on call—i.e., three(3) employees on standby on call--the first of the two employees to respond to a call for services from a particular division will be the employee regularly assigned to that division. The second standby on call employee required to respond will be as indicated on the chart below. ('2").

On call sign up will be offered on a semi-annual basis: January & July. Responsibilities will be offered on a weekly basis: Monday @ 7:00am through the following Monday @ 6:59am.

	Water Call (Example: Big Sale)	Highway Call (Example: Pothole)	Facilities Call (Example: Alarm)	Large Scale (Example: Building)	Phone Call Responsibility
Water List	1	1		1	
Highway List		2	1	2	
Facilities List	2		2	3	
Managers				4	1

- If only (2) two employees are on standby on call for the day/week, both employees are required to respond to any overtime calls.
- If only (1) one employee is on standby on call for the day/week, the employee will be required to respond to all overtime calls and the regular call list will be used to fill the second responding employee position.
- If no (0) employees are on standby on call for the day/week, based on current practice, the (2) two junior employees will be required to respond to the call.
- If additional employees are needed, the call list will be utilized to fill the additional requirements

5. ARTICLE XIV VACATION LEAVE - Section 6 replaced with:

~~Senior employees shall have preference in scheduling vacation leave. (delete)~~

Requests for vacation time off shall be submitted in writing during normal working hours. Requests submitted after the close of business shall be considered as requested in the next regularly scheduled business day. Requests will be first come first served. If multiple requests are received on the same business day, causing the maximum threshold to be reached, seniority will be the determining factor. Management reserves the right to make exceptions due to extenuating circumstances at any time.

Between April 1st and November 30th there shall be no more than two (2) Facilities Operators, two (2) Mechanics or six (6) general DPW employees (general DPW employees refer to anyone who is not considered a Mechanic or Facility Operator) for a maximum total of ten (10) employees on leave at any given time. The maximum total number of employees allowed on leave shall not exceed ½ of the entire staff. Management reserves the right to make exceptions due to extenuating circumstances at any time.

Vacation leave must be taken between April 1st and November 30th with exception of three (3) individuals who may be scheduled at any one time between December 1st and March 31st, and shall be limited to seven (7) employees in any one (1) week and not more than two (2) Mechanics at any given time. Exceptions to these provisions are subject to the approval of the DPW Director, or their designee, to ensure that an employee does not lose vacation time which cannot be carried over.

Between December 1st and March 31st there shall be no more than two (2) Mechanics, two (2) Facilities Operators, or three (3) general DPW workers (general DPW employees refer to anyone who is not considered a Mechanic or Facility Operator) on leave at any given time, for a maximum total not to exceed three (3) individuals. The maximum total number of employees allowed on leave shall not exceed ½ of the entire staff. Management reserves the right to make exceptions due to extenuating circumstances at any time.

6. Article XV. Sick Leave- Section 3 (changes in bold)

For periods of absence of three (3) days or less, the certification of the employee as to the reason for the absence will be accepted and a medical doctor's note will not be requested; except that where an employee's prior record of absenteeism has been unsatisfactory, the Employer may require corroborating evidence. For absence due to illness or injury where the employee is out for more than three (3) days a medical doctor's note or other evidence satisfactory to the DPW Director, or the DPW Foreman may be required. No employee shall be granted sick leave with pay for any period of absence unless the employee has notified their immediate supervisor or other designated person of the cause **prior to the start of the workday or assigned shift**.

7. ARTICLE XX. Safety-section 2 (changes in bold):

The Union will designate one representative to review all matters of personal safety with the Employer.

SECTION 2

The Employer agrees to furnish rented uniforms to employees: ten (10) shirts and ten (10) pairs of trousers weekly. The Employer also agrees to purchase towels and other safety equipment required by employees. **Effective July 1, 2024**, the Employer agrees to pay each employee on or before July 15th of each year **six hundred dollars (\$600)** for the purchase of safety boots/shoes, work pants, winter jackets, or other work-related clothing. **The former fifty dollar (\$50) annual "safety stipend" has been incorporated into this \$600 stipend agreement.** To receive payments in excess of **three hundred dollars (\$300)**, the employee must present receipts to the Employer documenting the purchase of safety boots/shoes, work pants, winter jackets, or other work-related clothing.

8. ARTICLE XXI Miscellaneous – (Proposed Effective July 1st 2024)

- **Delete section 2 from contract 2015-2018 and MOA dated 8.29.2019 –special equipment operator pay:** (See below: Effective July 1, 2024, past special equipment operator pay ends due to total amount paid in recent past used to increase all base hourly rates. Further, Union will withdraw Arbitration AAA-01-22-004-6778 (equipment pay) with prejudice to refiling within 30 days of the required ratification by the Union and the Board)
- **Delete Section 4 - ~~On Call Duty And Callback~~ (See Below; Effective July 1, 2024, separate pay ends due to total amount paid in recent past On Call Duty And Call Back Pay used to increase all base hourly rates)**
- **Delete section 6 – Foreman: No longer relevant**
- **Delete section 7 – licenses:**
 - **See below; Effective July 1, 2024 Water Treatment T1, Distribution D1, Hoisting 2A, 1B, 4E, and 4G licenses, based on the total amounts paid for the licenses in the recent past, will be used to increase base hourly rates. These licenses are part of required licensing and will no longer be paid separately.**
 - **However, effective July 1, 2024 annual stipends, on a pro-rated basis (see August 29, 2019 MOA), shall be paid for the following licenses::**
 - (a) D2 Seven Hundred Dollars (\$700)
 - (b) D3 One Thousand Dollars (\$1,000)
 - (c) T2 One Thousand Dollars (\$1,000)
 - (d) Backflow Testers License Six Hundred Dollars (\$600)
 - (e) ASE Automobile & Light Truck Certification Test (A1-A9) One Hundred per test (\$100 per test)
 - (f) Medium – Heavy Truck Certification Tests (T1-T8) One Hundred and twenty-five per test (\$125 per test)
 - (g) Effective July 1, 2003, employees who possess a Hazardous Materials endorsement on their Commercial Driver's License (CDL) (minimum requirement shall be 2B and 4A) shall receive an annual payment of three hundred dollars (\$300).
 - **The Employer shall allow all employees the option to obtain the "Backflow Testers License". Such payment will be prorated according to the date of licensing.**
 - **Employees must obtain the lower-level license prior to pursuing the higher-level license (i.e., D1 must be obtained prior to testing for D2). The employer will reimburse an employee who takes a course recommended by ~~the water Superintendent~~ or the DPW Director or their designee for a specific license which the employee is testing. The employer will reimburse the employee for one test per year. In the event an employee fails the same test twice, the employer will not reimburse for testing. Employees shall be allowed to**

schedule tests for certifications required for their positions during normal work hours without being charged for any type of time off. Employees must notify management at least three (3) days in advance of any scheduled appointment.

- Delete section 11 – See below: effective July 1, 2024, past senior man pay ends due to the total amounts in recent past used to calculate increase in all base hourly rates.

9. Add a new section (18)

Surveillance Cameras

The Union agrees that the Town, in its sole discretion, has the right to install surveillance equipment at any and all town owned properties. The primary purpose is enhancing the security of town properties and ensuring the safety of employees.

It is understood that disciplinary action against employees is not the primary purpose of installing surveillance equipment. If the Director and/or designee determines based on observation or reported actions, there is reason to question or consider disciplinary action, data from the surveillance system may be used as evidence to support the action.

The parties agree that no disciplinary action will result from monitoring of the surveillance systems and that surveillance systems data alone will not initiate any disciplinary action, but rather can be used as evidence to support action.

In the event of disciplinary action, the assigned Union Representative and Steward will have access to any related data.

The parties agree that tampering with, disabling or tampering with any surveillance systems equipment or data may be grounds for discipline.

Global Positioning System (GPS)

The Union agrees that the Town, in its sole discretion, has the right to implement GPS technology on any and all town owned vehicles. The primary purpose is enhancing operational efficiency, quality of delivery of services to residents, snow and ice operations, and ensuring the safety of employees.

It is understood that disciplinary action against employees is not the primary purpose of implementation. If the Director and/or designee determines, based on observation or reported actions, there is reason to question or consider disciplinary action data from the

GPS system may be used as evidence to support the action. The parties agree that no disciplinary action will result from monitoring of the GPS and that GPS alone will not initiate any disciplinary action but rather can be used as evidence to support the action. In the event of disciplinary the assigned Union Representative and steward will have access to any related GPS data. The parties agree that tampering with or disabling the GPS system may be grounds for discipline.

9. Wages (FY 22-FY 25 DPW Salary schedule attached).

- a. Effective July 1, 2022: 3% (three) percent increase for all positions
- b. Effective July 1, 2023: 3% (three) percent increase for all positions
- c. Effective July 1, 2024: add a total of \$2.00 hour (includes all wages indicated as rolled in) plus 3% (three percent) increase for all positions (See attached "4.24.23 Town Hourly Rate Calc Lic and Stip" calculation document) probationary employee pay will continue to be done under the current formula --- (See attached 4.24.23 Town Hourly Rate Calc Lic and Stip chart).
- d. Effective July 1, 2024: Establish and fill 4 (four) new positions---Grounds Maintenance Working Foreperson; Head Mechanic Working Foreperson; Infrastructure Working Foreperson; Head Facilities Operator Working Foreperson at hourly rates indicated in FY 22-FY 25 DPW Salary schedule (Union will withdraw DLR MUP-21-9000 Park Superintendent duties with prejudice to refiling within 30 days of the required ratification by the Union and the Board)

10. Effective July 1, 2024 Paid Personal Days will be increased to three (3) per calendar year

11. The Assistant Mechanic and Mechanic job descriptions will be changed by deleting the provisions highlighted in the attached job descriptions.

Grounds Maintenance Working Foreperson

AWARD SPECIFICATIONS:

The position will be posted for AFSCME members for no less than seven (7) workdays. Management will interview qualified applicants as necessary. Management will award the position to the senior most qualified applicant. Management shall be the sole judge as to whether an applicant is the most qualified, but such judgement will not be exercised arbitrarily or unreasonably. The decision shall not be subject to any grievance or arbitration process. Successful candidate must remain an employee in good standing, meet all requirements of the position on July 1, 2024 and is available to fill the position on July 1, 2024.

AWARD DURATION:

The individual awarded this position must have or obtain and maintain the MA Pesticide #1 Applicator License (Core) certification within 12 months of the award. Additionally, the MA #4 Commercial Certification must be obtained within 12 months of the initial eligibility. Failure to achieve and/or maintain stated certification will result in the return to previous position and pay. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. Successful candidate must remain an employee in good standing and meet all the requirements of the position. Individuals removed from this position will become a Truck Driver/Operator/Unlicensed Pipefitter, and the pay rate will be adjusted per current CBA.

PERFORMANCE REVIEW:

Management will perform a written performance review on no less than an annual basis and as deemed necessary.

HOURLY PAY RATE:

Truck Driver/Operator/Unlicensed Pipefitter negotiated hourly rate plus \$3.00 per hour

ESSENTIAL JOB FUNCTIONS:

- Under the direction and supervision of the DPW Infrastructure Supervisor.
- Responsible for and hands on involvement in repairs, maintenance, and improvements of the Town's Grounds (parks, playgrounds, building grounds, commons, fields, stormwater retention basins, easements, cemeteries, and various other Town own properties)
- Assist in hiring of Seasonal Staff.
- Responsible for the safe, efficient management and supervision of Seasonal Staff (typically parks and stormwater part-time, temporary, summer help staff).
- Maintain and update records related to the Season Staff activities to repair, maintain, and improve the Grounds (via paper or electronic systems).
- Assist in periodic safety inspections of the Grounds related equipment and storage area.

- Train Seasonal Staff in safe practices via routine tailgate training, new equipment training, and new staff training on equipment, proper use of PPE.
- Evaluate performance and of Seasonal Staff and makes recommendations
- Submit recommendations to the DPW Infrastructure Supervisor for purchases of equipment, tools, parts, materials needed by Seasonal Staff.
- Assist management and office staff in addressing customer complaints and requests related to the Town's Grounds facilities
- Attends and participates in Foreperson meetings.
- Remain a member of the Bellingham DPW and can be assigned any DPW activities as directed by management.
- Remains on DPW Overtime call list year-round for Call-Back.
- Return to typical duties during the timeframe the DPW General Foreman determines that Grounds related activities are no longer viable or necessary due to the weather conditions, (generally season runs March 1st thru December 31st).

REPORT FOR DUTY:

- During the Grounds maintenance season, the individual will log their attendance via fob/swipe or other similar means acceptable to management. The individual will report for duty at the location from which Summer Help/Seasonal Staff gathers for daily assignment.
- During the non-ground's maintenance season, the individual will log their attendance via fob/swipe at the location where other DPW field crew is reporting for duty.
- The reporting location may be adjusted by the management with sufficient notice provided to the individual to avoid tardy arrival.

Head Facilities Operator (Working Foreperson)

Head Facilities Operator (“HFO”), Cam Vaillant, will be offered the opportunity to be the first Head Facilities Operator Working Foreperson (“HFOWF”) provided he remains an employee in good standing, meets all requirements of the position on July 1, 2024 and is available to fill the position on July 1, 2024.

No later than 30 days after Town Meeting funding of this agreement, Vaillant will inform the Town Administrator in writing whether he wants the position. If Vaillant accepts the HFOWF position, the HFO position will no longer be filled.

If Vaillant declines the HFOWF position, is not eligible to fill it on July 1, 2024 and/or there is a need to fill the position in the future, the Town will fill the position in accordance with the Award Specifications section for the job description. Vaillant will be allowed to remain in the position of HFO. Once Vaillant is not in the position of HFO, the position will no longer be filled.

AWARD SPECIFICATIONS:

The position will be posted for AFSCME members for no less than seven (7) workdays. Management will interview qualified applicants as necessary. Management will award the position to the senior most qualified applicant. Management shall be the sole judge as to whether an applicant is the most qualified, but such judgement will not be exercised arbitrarily or unreasonably. The decision shall not be subject to any grievance or arbitration process. Successful candidate must remain an employee in good standing and meet all the requirements of the position.

AWARD DURATION:

The individual awarded this position must have or obtain and maintain the Grade 2 Treatment License (T2) within 12 months of the award. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. Individuals removed from this position will become a Truck Driver/Operator/Unlicensed Pipefitter, and the pay rate will be adjusted per current CBA.

PERFORMANCE REVIEW:

Management will perform a written performance review on no less than an annual basis and as deemed necessary.

HOURLY PAY RATE:

Facilities Operator & Mechanic negotiated hourly rate plus \$3.00 per hour

ESSENTIAL JOB FUNCTIONS:

- Under the direction and supervision of the DPW Facilities Supervisor.
- Assist management in periodic safety inspections of the Water & Sewer Facilities (wells, filtrations plants, lagoons, pumping stations, meters, storage tanks, chemical feed equipment)
- Assist management in periodic inspection and testing of Water & Sewer Facilities alarm systems (SCADA, Mission Dialer, other such systems)
- Assist in training all DPW Field Staff in safe and efficient operation of Water & Sewer Facilities equipment.
- Responsible for and hands-on involvement in repairs, maintenance, and improvements to the Town's Water & Sewer Facilities.
- Assist in ordering and approving delivery of all chemicals, supplies, parts, tools, or services needed for Water & Sewer Facilities.
- Inform the DPW Facilities Supervisor when supplies, parts, tools, or services are needed. Assist in contacting suppliers to acquire quotations for all such purchases, place orders with selected supplier, once approved by management.
- Maintain knowledge of all safety requirements and needs regarding all materials and equipment, which is handled as routine part of facilities operations and maintenance, as well as routine public works operations.
- Act as DPW Safety Training Officer working with management Safety Officer in planning and implementing training for all DPW staff.
- Responsible for educating employees, contractors, and technicians of safety and security practices related to the Facilities and DPW activities.
- Assist management staff in preparing written requests for quotations or bid documents or state bids for all such purchases over \$25,000.00.
- Attends and participates in Foreperson meetings.
- Remain a member of the Bellingham DPW and can be assigned any DPW activities as directed by management.
- Remains on DPW Overtime call list year-round for Call-Back.

REPORT FOR DUTY:

- The individual will log their attendance via fob/swipe or other similar means acceptable to management. The individual will report for duty at one of the Water Facilities or other location determined by the DPW Facilities Supervisor.
- The reporting location may be adjusted by management with sufficient notice provided to the individual to avoid tardy arrival.

Head Mechanic (Working Foreperson)

Head Mechanic (“HM”) Bob Phakhansa will be offered the opportunity to be the first **Head Head Mechanic Working Foreperson (“HMWF”)** provided he remains an employee in good standing, meets all of the requirements for the position when it is filled on July 1, 2024 and is available to fill the position on July 1, 2024.

No later than 30 days following Town Meeting funding of this agreement, Phakhansa will inform the Town Administrator in writing whether he wants the HMWF position. If Phakhansa accepts the HMWF position, the HM position will no longer be filled.

If Phakhansa declines the HMWF position, is not eligible to fill it on July 1, 2024 and/or there is a need to fill the position in the future, the Town will fill the position in accordance with the **Award Specifications** section of the job description. Phakhansa will be allowed to remain in the position of HM. Once Phakhansa is not in the position of HM. the position will no longer be filled.

AWARD SPECIFICATIONS:

The position will be posted for AFSCME members for no less than seven (7) workdays. Management will interview qualified applicants as necessary. Management will award the position to the senior most qualified applicant. Management shall be the sole judge as to whether an applicant is the most qualified, but such judgement will not be exercised arbitrarily or unreasonably. The decision shall not be subject to any grievance or arbitration process. Successful candidate must remain an employee in good standing and meet all the requirements of the position.

AWARD DURATION:

The individual awarded this position must have or obtain ASE Certification Automotive A-1, within 12 Months of the award. Failure to achieve will result in a return to previous position and pay. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. Individuals removed from this position will become a Truck Driver/Operator/Unlicensed Pipefitter, and the pay rate will be adjusted per current CBA.

PERFORMANCE REVIEW:

Management will perform a written performance review on no less than an annual basis and as deemed necessary.

HOURLY PAY RATE:

Mechanic negotiated rate plus \$3.00 per hour

ESSENTIAL JOB FUNCTIONS:

- Under the direction and supervision of the DPW Infrastructure Supervisor
- Responsible for the safe, efficient management and supervision of DPW Mechanics
- Assist management in periodic safety inspections of the mechanic's work area and vehicle storage area.
- Assist in training all DPW and Seasonal Staff in safe operation of new equipment and new staff on fleet equipment.
- Responsible for and hands on involvement in repairs, maintenance, and improvements to the Town's Vehicle and Motorized Equipment Fleet
- Order and approve delivery of all supplies, parts, mechanic's tools, or services needed for equipment maintenance and repair costing less than \$1,000.00, up to budgetary limits as provided by DPW Director.
- Inform the DPW Infrastructure Supervisor when supplies, parts, mechanics tools, or services are needed that cost over \$1,000.00. Contact suppliers to acquire three verbal price quotations for all such purchases, place order with selected supplier, once approved by management.
- Assist management staff in preparing written requests for quotations or bid documents or state bids for all such purchases over \$25,000.00.
- Responsible for maintaining Town's Vehicle and Motorized Equipment fleet database of repairs and maintenance.
- Responsible for maintaining Town's Vehicle inspection and registration records.
- Attends and participates in Foreperson meetings.
- Remain a member of the Bellingham DPW and can be assigned any DPW activities as directed by management.
- Remains on DPW Overtime call list year-round for Call-Back.

REPORT FOR DUTY:

- The individual will log their attendance via fob/swipe or other similar means acceptable to management. The individual will report for duty at the location of the vehicle maintenance shop.
- The reporting location may be adjusted by management with sufficient notice provided to the individual to avoid tardy arrival.

Infrastructure Working Foreperson

AWARD SPECIFICATIONS:

The position will be posted for AFSCME members for no less than seven (7) workdays. Management will interview qualified applicants as necessary. Management will award the position to the senior most qualified applicant. Management shall be the sole judge as to whether an applicant is the most qualified, but such judgement will not be exercised arbitrarily or unreasonably. The decision shall not be subject to any grievance or arbitration process. Successful candidate must remain an employee in good standing and meet all the requirements of the position.

AWARD DURATION:

The individual awarded this position must have or obtain and maintain a Grade 3 Distribution License (D3) within 12 months of the award. Failure to achieve and/or maintain stated certification will result in the return to previous position and pay. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. Successful candidate must remain an employee in good standing and meet all the requirements of the position. Individuals removed from this position will become a Truck Driver/Operator/Unlicensed Pipefitter, and the pay rate will be adjusted per current CBA.

PERFORMANCE REVIEW:

Management will perform a written performance review on no less than an annual basis and as deemed necessary.

HOURLY PAY RATE:

Truck Driver/Operator/Unlicensed Pipefitter negotiated hourly rate plus \$3.00 per hour

ESSENTIAL JOB FUNCTIONS:

- Under the direction and supervision of the DPW Infrastructure Supervisor.
- Responsible for and hands on involvement in repairs, construction, maintenance, and improvements to the Town's Infrastructure (roads, culverts, pipes, roadway signs, traffic markings, sidewalks, manholes, catch basins, hydrants, valves, meters, cemeteries, and all non-facility parts of the Town's roads, water, sewer, drainage, systems.)
- Crew leader engaging in the repair, construction, maintenance, and improvements to the Town's infrastructure.
- Responsible for the safe, efficient management and supervision of DPW Field Staff (All AFSCME non-clerical staff) with whom the individual is assigned to work.
- Maintain and update records related to work performed by DPW Field Staff to repair, maintain, and improve Infrastructure (via paper or electronic systems).

- Assist in periodic safety inspections of the infrastructure related equipment and storage area.
- Assist in training staff in safe practices via tailgate sessions, new equipment, and new staff on equipment they are assigned to operate.
- Submit recommends to the DPW Infrastructure Supervisor for purchases of equipment, tools, parts, materials needed by DPW Field Staff.
- Assist management and office staff in addressing customer complaints and requests related to the Town's Infrastructure.
- Attends and participates in Foreperson meetings.
- Remain a member of the Bellingham DPW and can be assigned any DPW activities as directed by management.
- Remains on DPW Overtime call list year-round for Call-Back.

REPORT FOR DUTY:

- The individual will log their attendance via fob/swipe or other similar means acceptable to management. The individual will report for duty at the location where the general DPW field staff reports. The reporting location may be adjusted by the management with sufficient notice provided

**Memorandum of Agreement
Between
Town of Bellingham
And
AFSCME
AFL-CIO Massachusetts State Council 93, LOCAL 747**

This Memorandum of Agreement between the Town of Bellingham ("Town") and the American Federation of State, County and Municipal Employees AFL-CIO State Council 93, Local 747 Department of Public Works Union ("Union") hereby clarify their agreement in the parties' Memorandum of Agreement for a successor collective bargaining agreement covering the period July 1, 2022-June 30, 2025. ("Successor CBA MOA") to have four (4) new Working Foreperson positions.

1. The AWARD DURATION paragraph in the Successor CBA MOA for each Foreperson position will be amended as follows (bold print)

- **Facilities Operator Working Foreperson:**

- **AWARD DURATION:**

The individual awarded this position must have or obtain and maintain the Grade 2 Treatment License (T2) within 12 months of the award. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. **An employee removed from this position for poor performance will become an Assistant Facilities Operator in the Water Division and their pay rate pay will be adjusted per the then current CBA. The position of Head Facilities Operator will no longer be available. But nothing in this paragraph shall limit the Town's right to discipline any employee for just cause, including discharge, or for an employee/the Union to challenge that discipline under the Grievance and Arbitration Procedure.**

- **Head Mechanic Working Foreperson:**

- **AWARD DURATION:**

The individual awarded this position must have or obtain ASE Certification Automotive A-1, within 12 Months of the award. Failure to achieve will result in a return to previous position and pay. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it

becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. **An employee removed from this position for poor performance will become an Assistant Mechanic in the Mechanic Division and their pay rate will be adjusted per the then current CBA. The position of Head Mechanic will no longer be available. But nothing in this paragraph shall limit the Town's right to discipline any employee for just cause, including discharge or for an employee/the Union to challenge that discipline under the Grievance and Arbitration Procedure.**

- **Grounds Maintenance Working Foreperson:**

- **AWARD DURATION:**

The individual awarded this position must have or obtain and maintain the MA Pesticide #1Applicator License (Core) certification within 12 months of the award. Additionally, the MA#4 Commercial Certification must be obtained within 12 months of the initial eligibility. Failure to achieve and/or maintain stated certification will result in the return to previous position and pay. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. A successful candidate must remain an employee in good standing and meet all the requirements of the position. **An employee removed from this position for poor performance will become a Truck Driver/Operator/Unlicensed Pipefitter and their pay rate will be adjusted per the then current CBA. But nothing in this paragraph shall limit the Town's right to discipline any employee for just cause, including discharge or for an employee/the Union to challenge that discipline under the Grievance and Arbitration Procedure.**

- **Infrastructure Working Foreperson:**

- **AWARD DURATION:**

The individual awarded this position must have or obtain and maintain a Grade 3 Distribution License (D3) within 12 months of the award. Failure to achieve and/or maintain stated certification will result in the return to previous position and pay. The position will be held by the individual awarded the position as a permanent assignment; however, management reserves the right to remove the individual if it becomes clear they are not performing their duties in an acceptable manner. Management shall be the sole judge as to whether any applicant is performing their duties in an acceptable manner. A successful candidate must remain an employee in good standing and meet all the requirements of the position. **An employee removed from this position for poor performance will become a Truck Driver/Operator/Unlicensed Pipefitter and their pay rate will be adjusted per the then current CBA. But nothing in this paragraph shall limit the Town's right to**

discipline any employee for just cause or for an employee to challenge that discipline under the Grievance and Arbitration Procedure.

2. The Town will continue to determine the number of positions in the Department of Public Works to be filled at any time in any job title or division, including but not limited to what constitutes full staffing in any of the job titles or divisions.
3. Unless this MOA expressly changes expressly changes the provisions in the Successor CBA MOA regarding the four new Working Foreperson positions, those provisions remain in effect including, for example, that Head Facilities Operator Cam Vaillant will be offered the opportunity to be the first Head Facilities Operator Working Foreperson (“HFOWF”) and Head Mechanic (“HM”) Bob Phakhansa will be offered the opportunity to be the first Head Mechanic Working Foreperson (“HMWF”).
4. The paragraphs below (5-10 inclusive) supplement the Award Specifications paragraph in the Successor CBA MOA regarding the filling of the positions of Ground Maintenance Working Foreperson and Infrastructure Working Foreperson when they are filled. They will apply to the HFOWF when it is filled for the first time, if, for any reason, Vaillant is not the first HFWOF and to the HMWF when it is filled for the first time if, for any reason, Phakhansa is not the first HMWF. They will also apply to filling of the positions of HFOWF and HMWF when Vaillant and Phakhansa no longer hold the positions.
5. If the Facilities Division is fully staffed with Assistant Facilities Operators when the Town posts a vacancy in the position of Head Facilities Operator Working Foreperson, only employees holding the position of Assistant Facilities Operator are eligible to apply for the vacancy. If no qualified Assistant Facilities Operator applies and/or the Facilities Division is not at full staffing of Assistant Facilities Operators, employees in other job titles may apply/ In the discretion of the Town, preference may be given to those employees who previously held a position in the Facilities Division
6. If the Mechanic Division is fully staffed with Assistant Mechanics when the Town posts a vacancy in the position of Head Mechanic Working Foreperson, only employees holding the position of Assistant Mechanic are eligible to apply for the position of Head Mechanic Working Foreperson. If no qualified Assistant Mechanic applies and/or the Mechanic Division is not at full staffing of Assistant Mechanics, employees in other job titles may apply/ In the discretion of the Town, preference may be given to those employees who previously held a position in the Mechanic Division.
7. When the DPW is at full staffing in the position of Truck Driver/ Operator/Unlicensed Pipefitter, only employees holding the position of Truckdriver/Operator/ Unlicensed Pipefitter are eligible to apply for the positions of Ground Maintenance Working Foreperson Infrastructure Working Foreperson. If no qualified Truckdriver/Operator/ Unlicensed Pipefitter applies and/or the DPW is not at full staffing of Truckdriver/Operator/ Unlicensed Pipefitters, an employee in another title may apply. In the discretion of the Town, preference may be given to those employees who previously held a

Pipefitter are eligible to apply for the positions of Ground Maintenance Working Foreperson Infrastructure Working Foreperson. If no qualified Truckdriver/Operator/ Unlicensed Pipefitter applies and/or the DPW is not at full staffing of Truckdriver/Operator/ Unlicensed Pipefitters, an employee in another title may apply. In the discretion of the Town, preference may be given to those employees who previously held a position as a Truckdriver/Operator/ Unlicensed Pipefitter.

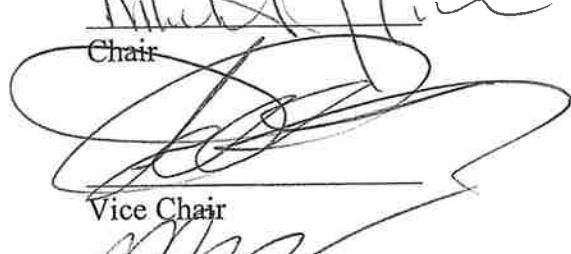
8. If there are no acceptable internal applicants for any vacant Foreperson position, the Town reserves the right to advertise the position outside of the Department of Public Works and fill the position with an outside applicant.

9. An employee who has previously been demoted from a Foreperson position for any reason, is not eligible to apply for a different Foreperson position.

10. An employee who is not in good standing is not eligible to apply for a Foreperson position.

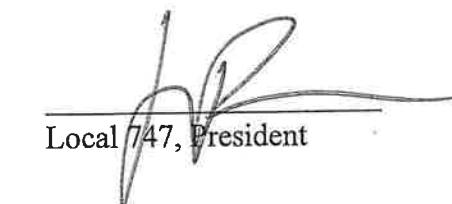
IN WITNESS WHEREOF, the duly authorized representatives of the Parties of this Agreement have set their hand on this 0th day of November 2023.

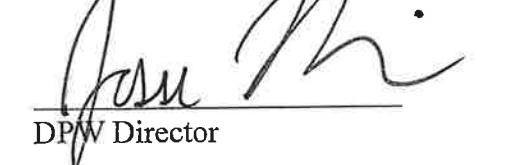
Town of Bellingham
Select Board


Chair

Vice Chair

Select Board Member

AFSCME DPW


Local 747 Steward

Local 747, President


Select Board Member

DPW Director


Interim Town Administrator

Listed rates based on individual obtaining and maintaining required licenses.

Rates will be prorated downward according to the license deficiencies

	7/1/2021	3% 7/1/2022	hrly 7/1/2022	3% 7/1/2023	hrly 7/1/2023	*rolled in	hrly 7/1/2024	3% 7/1/2024	hrly 7/1/2024		
Mechanic	\$28.75	\$0.86	\$29.61	\$0.89	\$30.50	\$2.00	\$32.50	\$0.98	\$33.48		
Assistant Mechanic	\$27.74	\$0.83	\$28.57	\$0.86	\$29.43	\$2.00	\$31.43	\$0.94	\$32.37		
Facilities Operator & Mechanic	\$30.08	\$0.90	\$30.98	\$0.93	\$31.91	\$2.00	\$33.91	\$1.02	\$34.93		
Assistant Facilities Operator & Mechanic	\$27.74	\$0.83	\$28.57	\$0.86	\$29.43	\$2.00	\$31.43	\$0.94	\$32.37		
Sweeper Operator	\$27.88	\$0.84	\$28.72	\$0.86	\$29.58	\$2.00	\$31.58	\$0.95	\$32.53		
Truck Driver Operator/Pipefitter (Unlicen	\$27.01	\$0.81	\$27.82	\$0.83	\$28.65	\$2.00	\$30.65	\$0.92	\$31.57		
effective 7/1/2024						*rolled in 7/1/2024	hrly 7/1/2024	3% 7/1/2024	hrly 7/1/2024	hrly 7/1/2024	
Head Mechanic						\$2.00	\$32.50	\$0.98	\$33.48	\$3.00	\$36.48
Head Facilities Operator						\$2.00	\$33.91	\$1.02	\$34.93	\$3.00	\$37.93
Working Foreperson						\$2.00	\$30.65	\$0.92	\$31.57	\$3.00	\$34.57
Parks Foreperson						\$2.00	\$30.65	\$0.92	\$31.57	\$3.00	\$34.57

\$1.33 roll in dpw coverage
senior person
phone coverage
specialty equipment
D1 & T1

2018-2021 MOA

Probationary Employee Licensure Step Raises:

Management shall increase the probationary employees pay incrementally from 85% to 100% of the Truck Driver/Operator/Pipefitter rate, as the probationary employee obtains required licenses as noted below:

\$0.48 additional one time stipend added to base*
(\$1,000/2088 hrs)

85% No license required
4% Drinking Water Treatment Gr 1 -OIT
4% Drinking water Distribution Gr 1- OIT
3% Commercial Driver's License (Gr2B-Tanker Exclusion)
1% For each Hoisting Engineer's License (1B,2A,4E & 4G)

\$0.19 additional one time added to base

\$2.00

Analysis of Sharing Senior, Phone, Sp Eq over all staff								
TOTALS 7.1.19-6.30.20								
DPW Coverage	\$ 12,437.50							
Senior Man (with covid)	\$ 525.00							
Phone coverage (with covid)	\$ 1,050.00							
Specialty EQ	\$ 7,678.76							
Grand Total	9,253.76							
Grand Total With DPW Coverage	21,691.26							
TOTALS 7.1.20-6.30.21								
DPW Coverage	\$ 4,975.00							
Senior Man (with covid)	\$ 4,475.00							
Phone coverage (with covid)	\$ 7,375.00							
Specialty EQ	\$ 11,916.04							
Grand Total	23,766.04							
Grand Total With DPW Coverage	28,741.04							
TOTALS 7.1.21-6.30.22								
DPW Coverage								
Senior Man	\$ 2,700.00							
Phone coverage	\$ 3,100.00							
Specialty EQ	\$ 10,768.16							
Grand Total	16,568.16							
Grand Total With DPW Coverage	16,568.16							
Staff Cnt	20							
Annual Per Man	\$ 1,437.05							
Hourly Per Man	\$ 0.69							
T1 Annual	\$ 800.000							
D1 Annual	\$ 500.00							
Combined	\$ 1,300.00							
Hourly Increase	\$ 0.63							
Additional yearly bump	\$ 1,000.00							
	\$ 0.48							
							\$ 1.80	Grand Total hourly increase