



**Fairhaven Select Board  
Special Session Minutes  
November 14, 2022**

**Present:** Select Board members Chair Stasia Powers, Clerk Robert Espindola, Select Board member Keith Silvia, Select Board member Charles Murphy Sr., and Town Administrator Angie Lopes Ellison

Vice-Chair Leon Correy via zoom

The meeting was videotaped by Cable Access and Zoom meeting application

Ms. Powers opened the meeting at 6:30pm

**ACTION ITEM:**

Review & Discussion: Town Meeting Warrant. The Select Board reviewed the outstanding articles without recommendations.

In reviewing the warrant articles, Ms. Ellison advised that the Sewer Department will be passed over due to no signed MOU; in Article 12.

- Article 5 – Home Rule Petition, this was petitioned by the Fairhaven Housing Authority and Ms. Ellison advised the Board this Article would most likely be a pass over. The information is in developmental stages and Ms. Krisanne Sheedy, Fairhaven Housing Authority Director, may bring it back for the Annual Town Meeting.

*Motion:* Mr. Murphy motioned to recommend “Yield To Petitioner” for Article 5. Mr. Silvia seconded.

Roll Call Vote: Mr. Murphy in favor, Mr. Silvia in favor, Mr. Espindola in favor, Mr. Correy in favor and Ms. Powers in favor.

Motion passed unanimously (5-0-0)

- Article 12 – Fund Labor Contracts FY23  
Ms. Ellison reviewed updates to the four Collective Bargaining Units: Clerical, Dispatch, Highway and Water. Each have a signed Memorandums of Understanding (MOU) which is in the packets. This will be used to update each agreement respectively in its entirety. See each MOU for the changes in each contract (attachment A).

1. Clerical, *attachment A*
2. Dispatch, *attachment B*
3. Highway, *attachment C*

*Due to technical issues with the Zoom session, meeting paused to restart the Zoom session. Upon return, Ms. Ellison continued discussing the Water MOU.*

4. Water, *attachment D*

**Cost out/Salary reserve**

- Ms. Ellison reviewed the incremental changes anticipated for each contract year as outlined. To lessen

impacts to overall cost each CBA covered employees will move to the next step at their anniversary.

Ms. Ellison reviewed revised numbers for Highway versus what was initially reviewed with the Finance Committee. The revised numbers were sent to the Finance Committee.

Presently three units are pending, Fire, Police and Sewer. Ms. Ellison anticipates bringing to Annual Town Meeting if agreements are reached.

***Motion:*** Mr. Murphy motioned to recommend the salary reserve transfers for Water, Highway, Clerical and Dispatch. Mr. Silvia seconded.  
Roll Call Vote: Mr. Murphy in favor, Mr. Silvia in favor, Mr. Espindola in favor, Mr. Correy in favor, Ms. Powers in favor. Motion passes unanimously (5-0-0)

- **Article 16 – Public Shade Tree Bylaw**

Ms. Ellison met with Mr. Paul Foley to review the article and purpose, mainly historical regulations. Ms. Ellison does not support this article. The Tree Warden position will be appointed and these elements would be an additional, unforeseen financial burden (ex. adding a clerk to maintain documentation). Town Counsel advised Ms. Ellison that some of the bylaw updates would be in conflict with the State Statute and oversight would be by the State. Accountability is different when comparing a bylaw to the State Statute.

Ms. Ellison discussed process when first presented and how vetted through other Town departments and agencies. Differences of opinion have arisen with each iteration of the article which could be an undue burden. Mr. Foley clarified with Ms. Ellison in their meeting this bylaw was from the Planning Board.

Ms. Ellison read email correspondence she sent to Planning Board Chair, Wayne Hayward regarding the bylaw concerns and Ms. Ellison's recommendation to pass over Article 16. No response had been received.

***Motion:*** Mr. Murphy motioned to recommend indefinite postponement of Article 16 – Public Shade Tree Bylaw. Mr. Silvia seconded.  
Roll Call Vote: Mr. Murphy in favor, Mr. Silvia in favor, Mr. Espindola in favor, Mr. Correy in favor, Ms. Powers in favor. Motion passes unanimously (5-0-0)

**PUBLIC COMMENT** – No public comment

**BOARD MEMBER ITEMS**

- Ms. Powers reminded all that Town Hall will be closed on Thursday, December 8, 2022 for staff training. Payments can be made online, drop box or regular mail.
- Mr. Silvia stated at 2PM on November 19<sup>th</sup> there will be a dedication at the Spring Street Fire Station to Mr. Rogers. Thank you to Mr. Brad Fish and Ms. Jane Bettencourt for helping with the Veterans Day Parade.

Ms. Powers also thanked them for the Veterans Lunch that was held.

- Mr. Espindola thanked Ms. Alyssa Botelho for her quick work restarting the Zoom session. Grant solicitation for Mass Broadband Institute has been announced and he forwarded the info to Mr. Correy along with info on a forum from Mass Broadband Institute on digital equity.
- Mr. Correy asked for thoughts and prayers for the family of a young lady killed recently from New Bedford.

- Mr. Murphy reiterated Mr. Silvia's comments on Mr. Fish and Ms. Bettencourt and commended the phenomenal guest speaker at the Veterans Day Parade, Dorothea Machado.

#### **NOTES AND ANNOUNCEMENTS**

1. The next **regularly** scheduled meeting of the Select Board is **Monday, November 21, 2022** at 6:30 p.m. in the Town Hall Banquet Room
2. Special Town Meeting, 7PM, Hastings School

**EXECUTIVE SESSION** – No executive session.

#### **ADJOURNMENT**

**Meeting adjourned at 7:38PM**

Respectfully submitted,  
On behalf of the Select Board Clerk. (aa)

#### **ATTACHMENTS:**

- A. Clerical MOU
- B. Dispatch MOU
- C. Highway MOU
- D. Water MOU
- E. Salary Reserve FY23

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE TOWN OF FAIRHAVEN AND  
CLERICAL EMPLOYEES, COUNCIL 93 AFSCME AFL/CIO

NOW comes the Town of Fairhaven ("Town") and the Fairhaven Clerical Employee Union, Council 93 AFSCME AFL/CIO ("Union"), (collectively "the parties") who have agreed to modify the collective bargaining agreement ("CBA") upon the following terms. This agreement is subject to ratification by the Union and the Town of Fairhaven Select Board.

WHEREAS, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

WHEREAS, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

1. Article XXXIII – Duration:

a. Duration shall be modified to reflect a three (3) year term: July 1, 2022, through June 30, 2025

b. All references to Duration will be updated in the collective bargaining agreement.

2. Article II – Union Dues – Agency Service Fee:

a. Create a new section, Section 3, which states as follows:

"Section 3, Union Notification

Whenever a new employee is hired, the town shall notify the Union and allow the Union to meet with the new employee within the first ten (10) days of employment either during new employee orientation or for a period of not less than thirty (30) minutes without loss of pay.

(This is in accordance with the law, Chapter 73 of the Acts of 2019)"

3. Article III – Management Rights:

a. Modify the second sentence so that it states the following:

"The Town shall have the right in its discretion to employ emergency personnel or temporary personnel as required for a maximum of [STRIKE] sixty (60) [INSERT] ninety (90) calendar days."

4. Article XIII – Paid Holidays:

a. Add Juneteenth to the enumerated list of holidays following the first sentence of this section.

b. Modify the second paragraph of the section as follows:



"If a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. If a holiday falls on a Sunday, the following Monday will be recognized as the holiday. ~~[STRIKE] An employee must be employed three (3) months to receive a paid holiday.~~"

5. Article XIV – Vacation:

- a. Strike the first sentence of the section which states: "An employee will be entitled to vacation after one continuous year of employment."
- b. Strike the third sentence of the section which states: "Vacation leave will be taken after the employee's anniversary date (starting date) and be used during that twelve (12) month period."
- c. Strike the seventh sentence of the section which states: "An employee shall be able to take one (1) week of his/her vacation two (2) days at a time unless in an emergency with the approval of the department head."

6. Article XV – Sick Leave:

- a. Amend the first sentence of Section 8 to state as follows:

"~~[STRIKE] An employee~~ as of June 30th of each year, **[INSERT] employees hired before July 1, 2022** will be compensated for unused sick leave in excess of 120 days at the rate of one-half (1/2) of all such sick leave."

- b. Amend the first sentence of Section 8 to state as follows:

"An employee, ~~[STRIKE] who is eligible for~~ **[INSERT] upon** retirement, or is laid off or dies, will be paid for one-half (1/2) the number of unused sick days.

- c. Amend incentives for attendance listed in Section 6 so that they are as follows:

0 days of sick leave	\$500.00
1 day of sick leave	\$425.00
2 days of sick leave	\$350.00
3 days of sick leave	\$270.00
4 days of sick leave	\$225.00
5 days of sick leave	\$175.00

More than 5 days of sick leave      \$0

- d. Amend the first sentence of Section 10 to state as follows:

"At separation from the Town, except for just cause, ~~[STRIKE] the employee~~ **[INSERT] employees hired before July 1, 2022** shall be paid at the rate of one day's pay for each two (2) days of sick leave accumulated."

7. Article XVIII – Longevity:

- a. The chart of enumerated longevity payments (ranging from \$350.00 to \$2,000.00) shall have the value of each payment increased by one hundred (\$100.00) dollars.

8. Article XXIV – Grievances:

- a. Add a new section, Section 6, that states as follows:

**“Section 6. Function of the Arbitrator.**

The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.”

9. Article XXVI – Inclement Weather:

- a. Amend the title of Article XXVI to be “Emergency Conditions/Orders”
- b. Amend the second paragraph of this section as follows:

**“[STRIKE] If a hurricane, snowstorm, or any other weather or emergency event is or will occur, [INSERT] In the event of a pending and/or active weather emergency event (including but not limited to a hurricane or snowstorm) and/or any other state of emergency as deemed by the Town Administrator and/or the Town Administrator’s designee, the decision to close town hall and other public buildings will be made by the Town Administrator or in his/her absence by the Acting Town Administrator. The Town Administrator will determine what employees are required to work or not work during an emergency event.”**

10. Article XXVII – Job Posting and Bidding:

- a. Amend the fourth paragraph of this section to state as follows:

**“According to G.L. c.41s. 19 the Town Clerk may in writing appoint an Assistant Town Clerk without the process of posting and bidding. [STRIKE] The Treasurer/Collector [INSERT] The Town Administrator may [STRIKE] also appoint in writing an Assistant Treasurer/Collector without the process of posting and bidding.”**

11. Article XXXI – Evaluations:

- a. Amend the fourth and fifth sentences of this section to state as follows:

**“[STRIKE] The employee has the right to accept or not accept the evaluation. If the employee is not satisfied with his/her evaluation the employee has the right to [STRIKE] grieve the evaluation-[INSERT] rebut the evaluation.**

12. Article XXXIV – Wages:

- a. The wage chart in Schedule A as referenced in this section shall be amended to reflect the following wage increases to the Fiscal Year 22 wage chart:
  - i. 2.5% increase for July 1, 2022 through June 30, 2023;
  - ii. 2% increase for July 1, 2023 through June 30, 2024;
  - iii. 2% increase for July 1, 2024 through June 30, 2025;
- b. Additionally, a temporary/phantom 9<sup>th</sup> step shall be created reflecting a 3% increase from step 8. No employee shall be eligible to rise to this temporary/phantom 9<sup>th</sup> step. As of July 1, 2022, the bottom step (step 1) shall be deleted/dropped, and the remaining steps shall be renumbered so as to reflect eight (8) total steps (i.e. old step 2 shall become New Step 1, old step 3 shall become New Step 2, and so forth until the temporary 9<sup>th</sup> step becomes New Step 8). Employees that were in Step 1 on June 30, 2022, shall be retroactively placed in New Step 1 on July 1, 2022. Retroactively to July 1, 2022, all other employees shall be placed and paid at one (1) step lower than the step that they held on June 30, 2022, in order to reflect the New Step shift. All employees shall rise to the next step in the wage chart upon their employment anniversary with the Town.

For example: an employee with an anniversary of December 15 and who was on Step 5 on June 30, 2022, shall be retroactively placed onto New Step 4 as of July 1, 2022 and paid accordingly. On December 15, 2022, said employee shall then be placed into the New Step 5 and be paid accordingly. This reduction in step number shall not result in a loss of remuneration to any employee as the New Step is at the same rate of pay as the previous higher step with the addition of the corresponding COLA increase detailed above (i.e. step 4 as of July 1, 2022 is the same rate of pay of old step 5 as of June 30, 2021 with the corresponding 2.5% COLA increase).

A copy of the updated wage charts is attached hereto as Attachment A. The above language shall also be incorporated into the updated Wage Charts in the CBA to clarify this process.

13. New Article: Article XXXVI – Tuition Reimbursement:

- a. There shall be a new section, XXXVI – Tuition Reimbursement, which states as follows:

“The Town may reimburse a permanent full-time employee for tuition expenses for approved course work up to a maximum amount of \$2,500.00 (permanent part time employees who work twenty (20) hours or more are eligible on a pro-rata basis) in one fiscal year, provided the following conditions are met:

1. The employee secures written advance approval from the Town Administrator;
2. The Town Administrator determines that the course work is related to the employee's job;
3. The employee successfully completes the course with a grade of "C" or better or equivalent, or better;
4. Upon completion of the course, the employee is still employed by the Town of Fairhaven; and
5. The employee furnishes appropriate documentation to the Town Administrator after successful completion of the course.
6. An employee who successfully completes an approved course with a grade of "A" or equivalent will be reimbursed 100% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "B" or equivalent will be reimbursed 80% of the cost of tuition, subject to the above limits and requirements. An employee who successfully completes an approved course with a grade of "C" or equivalent will be reimbursed 50% of the cost of tuition, subject to the above limits and requirements. An employee who receives a "D" or "F" or otherwise fails to complete or pass an approved course shall not be entitled to reimbursement.
7. The employee shall repay the Town for any stipend amount paid pursuant to this section if they voluntarily resign within one (1) year of receiving said reimbursement."

14. New Article, Article XXXVII – Merger Clause:

- a. Input a new article, Article XXXVII, which states as follows:

“Merger Clause: This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently or after the Agreement, constitutes the complete and entire Agreement between the parties and concludes collective bargaining except as provided in the grievance procedure for its term.”

15. Position Classification Study:

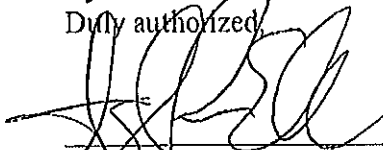
- a. The Town agrees to conduct a classification analysis and study of the current positions within the Union with the assistance of the Collins Center. The Town shall initiate a meeting with the Union within forty-five (45) days of the completion of that analysis and study.

16. Ratification and Integration of Agreement: Once a memorandum of agreement is ratified, members shall not receive wage increases until an integrated agreement is finalized and signed by the parties. The parties agree to work in good faith to produce the integrated agreement within thirty (30) days within signing of memorandum.

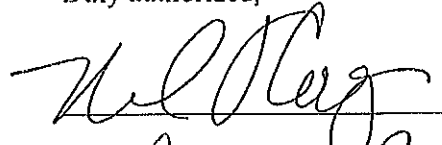
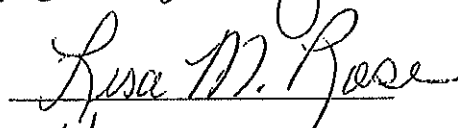



IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 10 day of November 2022.

TOWN OF FAIRHAVEN,  
By Town Administrator  
Duly authorized,

  
\_\_\_\_\_  
Angelina Lopes Ellison

FAIRHAVEN CLERICAL UNION  
By its Bargaining Team,  
Duly authorized,

  
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**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE TOWN OF FAIRHAVEN AND  
THE FAIRHAVEN DISPATCHERS UNION, NEPBA LOCAL 106**

NOW comes the Town of Fairhaven ("Town") and the Fairhaven Dispatchers Union, NEPBA Local 106 ("Union"), (collectively "the parties") who have agreed to modify the collective bargaining agreement ("CBA") upon the following terms. This agreement is subject to ratification by the Union and the Town of Fairhaven Select Board.

WHEREAS, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

WHEREAS, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

1. Article 36 – Duration:

- a. Three (3) year contract: July 1, 2022 – June 30, 2025
- b. All references to Duration will be updated in the collective bargaining agreement.

2. Wages/COLA:

- a. The Schedule of Compensation detailed in Schedule "A" Wages shall be replaced with the following Wage Chart:

Step	FY 23	FY 24	FY 25
1	\$25.00	\$25.50	\$26.01
2	\$27.00	\$27.54	\$28.01
3	\$30.50	\$31.11	\$31.73

- b. Delete the current language in Schedule "B" Compensation Level and replace with the following:

"The Schedule A pay scale is for Full-time Operators. Employees shall start on Step 1. Employees shall receive Step 2 after their third work anniversary. Employee shall receive Step 3 after their sixth work anniversary.

3. Article 14– Sick Leave:

- a. Add the following language to Section 7:  
"Employees hired after July 1, 2022 are not eligible for any annual sick leave buyback. Further, employees hired after July 1, 2022 shall only be eligible for end of service sick leave buyback in the event the employee separates through retirement. Retirement sick leave buyback is subject to terms contained herein."

4. Article 23 – Grievances:

- a. Add a new section, Section 1, Step 3(f) that states the following:

"The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law."

5. Article 13-Vacation:

Add the following paragraph directly under leave entitlement chart:

~~Delete paragraph 3, "Vacation leave will be taken after the employee's anniversary date (starting date) and be used during that twelve (12) month period."~~

Insert the following: "Newly hired full time employees shall receive two (2) weeks of vacation time after one year of continuous employment. Vacation time will be credited on his/her first anniversary date and must be used by December 31 of that year. Thereafter, employees will receive his/her vacation entitlement on January 1 based on the years of service an employee holds at that time."

All other language in Article remains unchanged.

6. Article 12 – Paid Holidays:

- a. Add Juneteenth to the list holidays after: "the following shall be deemed paid holidays deemed holidays:"

The parties further recognize that this additional holiday will be given retroactive to cover June 19, 2022.

- b. Modify paragraphs below:

~~"Full-time Operators who have been employed for three (3) months by the Town will be credited with 11 holidays as straight time during the pay period encompassing the actual holiday which may be taken as pay or compensatory time. Employees will also have the option to receive lump sum holiday pay on July 1 (5.5 days) and January 1 (5.5 days). Employees who opt for the lump sum holiday pay must be willing to sign an authorization form to withhold wages, in the event they separate employment prior to the actual holiday(s) for which they receive compensatory time or straight pay."~~

Insert: ["For Full-time dispatchers, Holiday pay shall be one-fifth of the employee's weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she worked the holiday, was on vacation, injury or sick leave. An employee may request to receive eight (8) hours of straight compensatory time off in lieu of payment for a holiday. Accumulated holiday compensatory time shall not be carried over from one calendar year to another. This section shall not be construed to infringe on the right of officers to be paid for holidays.

Modify: [existing language, "Listed holidays apply to full time dispatchers only. Part-time operators ~~who have been employed for three (3) months by the Town~~] will get one hour extra pay at straight time for every four (4) hours worked on any holiday.

All other language in Section 2 and 3 remains unchanged.

7. Dispatching Fire Calls:

- a. The Parties acknowledge that the Town shall issue an Order relative to the protocols and procedures for Employees responding to and handling dispatch calls for the Town's Fire Department.

8. Article 35 – NEW SECTIONS:

- a. Create a new section, Article 35, Section 2: Credible Service, which states the following:

"Section 2: Credible Service - Calculations for full-time service for wages, longevity and vacation time shall be based on creditable years of service under M.G.L chapter 32, as evidenced by a statement of creditable years of service from the Bristol County Retirement Board."


- b. Create a new section, Article 35, Section 3: Dispatching Fire Calls, which states the following:

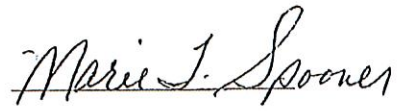
"Section 3: Dispatching Fire Calls - The dispatchers will build a call for any emergency fire call received by telephone, radio or other. Upon building the call the dispatcher will also enter the piece(s) of fire apparatus responding to the call in the dispatched section. When possible, dispatchers should enter other apparatus times as well (Arrived, en route, clearing, etc.) The dispatcher will close the call when it is known the fire department has cleared."

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

TOWN OF FAIRHAVEN,  
By Town Administrator  
Duly authorized.

FAIRHAVEN DISPATCHERS UNION  
By its Bargaining Team,  
Duly authorized,

  
Angeline Lopez Ellison



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MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE TOWN OF FAIRHAVEN AND  
HIGHWAY DIVISION EMPLOYEES, COUNCIL 93 AFSCME AFL/CIO

NOW comes the Town of Fairhaven ("Town") and the Fairhaven Highway Division Union, Council 93 AFSCME AFL/CIO ("Union"), (collectively "the parties") who have agreed to modify the collective bargaining agreement ("CBA") upon the following terms. This agreement is subject to ratification by the Union and the Town of Fairhaven Select Board.

WHEREAS, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

WHEREAS, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

1. Article XXXIII – Duration:

- a. Duration shall be modified to reflect a three (3) year term: July 1, 2022 through June 30, 2025
- b. All references to Duration will be updated in the collective bargaining agreement.

2. Article II – Union Dues:

- a. Add the following language:

"Whenever a new employee is hired, the town shall notify the Union and allow the Union to meet with the new employee within the first ten (10) days of employment either during new employee orientation or for a period of not less than thirty (30) minutes without loss of pay.

(This is in accordance with the law, Chapter 73 of the Acts of 2019)."

3. Article IX – Holidays:

- a. Add Juneteenth to the enumerated list of holidays following the first sentence of this section.
- b. Modify the second sentence of the section as follows:

"Part day prior to Christmas, New Year's and on Good Friday, starting at 12:00 noon with no time off for lunch. ~~[STRIKE] An employee must be employed three (3) months to receive a paid holiday.~~"

4. Article XIV – Sick Leave:

- a. Amend the first sentence of Section 7, Snow and Ice Removal, as follows:



"An employee who has worked a minimum of [STRIKE AND REPLACE] ~~six-~~ ~~(6)-~~ four (4) hours between the hours of 4:30 p.m. and 8:00 a.m. shall be granted four (4) hours of sick leave after 12:00 p.m. of the next regularly scheduled shift with sick leave not to be counted against the sick leave incentive.

- b. Amend Section 7, Snow and Ice Removal, so that all instances of "7:30 a.m." be stricken and replaced with "8:00 a.m."
- c. Amend Section 7, Snow and Ice Removal, so that all instances of "12:00 p.m." be stricken and replaced with "11:30 a.m."
- d. Amend Section 7, Snow and Ice Removal, so that all instances of "12:30 p.m." be stricken and replaced with "12:00 p.m."
- e. Amend Section 7, Snow and Ice Removal, so that all instances of "4:30 p.m." be stricken and replaced with "4:00 p.m."
- f. Amend Section 9 so that the first sentence states as follows:

"[STRIKE] ~~An employee~~ As of June 30th of each year, "[INSERT] Employees hired before July 1, 2022, will be compensated for all unused sick leave in excess of 120 days at the rate of one-half (1/2) of all such sick leave.

- g. Amend Section 9 so that the second sentence states as follows:

"An employee [STRIKE] ~~who is eligible for~~ [INSERT] upon retirement, is laid off or dies, will be paid one-half (1/2) the number of all unused days."

- h. Amend Section 9 so that the third and fourth sentences states as follows:

"[STRIKE] ~~An employee~~ "[INSERT] Employees hired before July 1, 2022, who resigns after completion of ten (10) years of service will be paid sick leave at one-half (1/2) the number of all unused sick days. "[STRIKE] ~~An employee~~ "[INSERT] Employees hired before July 1, 2022, who resigns after completion of five (5) to ten (10) years of service will be paid sick leave at twenty-five percent (25%) the number of all unused sick days."

5. Article XVI – Hours of Work:

- a. Section 1, Hours, shall be amended to reflect working hours of 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m.
- b. Section 1, Hours, shall be amended so that all references to "8:00 am" shall be stricken and replaced with "7:30 a.m." and any reference to "12:00 p.m." shall be changed to "11:30 a.m."
- c. Section 5, Reporting at the End of Day, shall be amended so that all references to "4:15 p.m." shall be stricken and replaced with "3:45 p.m."

- d. Section 5, Reporting at the End of Day, shall be amended so that all references to "4:30 p.m." shall be stricken and replaced with "4:00 p.m."
- e. Section 5, Reporting at the End of Day, shall be amended so that all references to "4:25 p.m." shall be stricken and replaced with "3:55 p.m."

6. Article XIX Grievance and Arbitration Procedure:

- a. Add the following language to the end of the section:

"Function of the Arbitrator.

The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law."

7. Article XX – Longevity:

- a. The list of years of service and corresponding values following the first sentence of this section shall be modified so that each of the present values shall be increased by one hundred (\$100.00) dollars.

8. Article XXI – Hazardous Work; Protective Equipment; Inclement Weather:

- a. The second sentence of Section 2, Protective Equipment and Gear, shall be amended to reflect the following:

"For those needing prescription safety glasses, the Town will reimburse the employee up to [STRIKE AND REPLACE] \$400 five hundred (\$500.00) dollars every three (3) years, with proof of a paid receipt."

- b. The final sentence of Section 2, Protective Equipment and Gear, shall be amended to reflect the following:

"The Town will supply the Union a vendor for the purchase of boots and for outerwear - maximum allowance per person per fiscal year is [STRIKE AND REPLACE] \$250.00 four hundred (\$400.00) dollars total for any of the combinations: coveralls, bib overalls, hats, gloves, thermals, high visibility t-shirts or safety jacket; employee choice."

9. Article XXII – License Fee:

- a. Modify Section 4, Welding Certification, to reflect the following:

The Town will pay employee on the first pay date in July a stipend if employee hold in their possession a Certified Welding Certificate: [STRIKE AND REPLACE] One hundred dollars (\$100.00) four hundred (\$400.00) dollars.



10. Article XXXV – Reasonable Accommodation/Light Duty:

- a. Strike the current language (“~~The worker’s compensation/reasonable accommodation policy will be established and implemented through side table bargaining, per the parties’ signed agreement~~”) and replace with the following language:

“The Town of Fairhaven (“Town”) will comply with Family Medical Leave Act FMLA the Americans with Disabilities Act (ADA), the Massachusetts Fair Employment Practices Law (MFEPL), and all other applicable state and local laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Town will engage in an interactive process with employees or applicants in order to provide “light duty/reasonable accommodations” to employees who are receiving Worker’s Compensation or who are otherwise eligible under the ADA.

“Reasonable accommodations” are limited accommodations which allow the employee to perform the essential functions of his/her position. In accordance with the ADA, accommodations that impose an undue hardship on the Town are not considered reasonable and will not be granted. A permanent reassignment or transfer of an employee will not be considered a reasonable accommodation.

Employees who believe they are in need of an accommodation should contact the Human Resources Director or their immediate supervisor. Upon receiving a request for an accommodation from the employee or prospective employee capable of performing the essential functions of the position involved, the Town will engage in a timely, good faith and interactive process with the employee or applicant to determine an effective, reasonable accommodation to enable the employee or applicant to perform the essential functions of the position.

The Town may require the employee or applicant to provide documentation from an appropriate health care or rehabilitation professional about the need for a light duty/reasonable accommodation or the extension of a previously agreed upon accommodation, including a timeframe by which the Town may expect the employee to return to duty, including regular updates if necessary.

In the event of a worker’s compensation injury leave, this light duty/reasonable accommodations policy may extend for six (6) months; an additional six (6) month extension is at the BPW Superintendent’s discretion. Management reserves the right to deny light duty/reasonable accommodation in response to staffing levels and departmental need.

The Town prohibits any form of retaliation, discipline, reprisal or intimidation against any employee or applicant who has made a good faith basis for an accommodation or who has been granted an accommodation under this policy.”

11. Article XXXVI – Reimbursement for Education/Training:

a. Add the following language:

“The Town may reimburse a permanent full-time employee for tuition expenses for approved course work up to a maximum amount of \$2,500.00 (permanent part time employees who work twenty (20) hours or more are eligible on a pro-rata basis) in one fiscal year, provided the following conditions are met:

1. The employee secures written advance approval from the Town Manager;
2. The Town Manager determines that the course work is related to the employee’s job;
3. The employee successfully completes the course with a grade of “C” or better or equivalent, or better;
4. Upon completion of the course, the employee is still employed by the Town of Fairhaven; and
5. The employee furnishes appropriate documentation to the Town Manager after successful completion of the course.
6. An employee who successfully completes an approved course with a passing grade will be reimbursed 100% of the cost of tuition, subject to the above limits and requirements. An employee who fails to complete or pass an approved course shall not be entitled to reimbursement.
7. The employee shall repay the Town for any stipend amount paid pursuant to this section if they voluntarily resign within one (1) year of receiving said reimbursement.”

12. New Section: Article XXXVII – Health and Safety:

- a. The Parties agree to work together to make sure all bargaining unit employees receive first aid training.

13. New Section: Article XXXVIII – Merger Clause:

- a. Add a new Article, Merger Clause, that states the following:

“This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently or after the Agreement, constitutes the complete and entire Agreement between the parties and concludes collective bargaining except as provided in the grievance procedure for its term.”

14. Schedule A – Wages:

- a. The current wage chart for July 1, 2021 – June 30, 2022 shall be amended to reflect the following increases:
- i. 2% increase for July 1, 2022 through June 30, 2023;
  - ii. 2% increase for July 1, 2023 through June 30, 2024;
  - iii. 2% increase for July 1, 2024 through June 30, 2025;

- b. Additionally, a temporary/phantom 8<sup>th</sup> step shall be created reflecting a 3% increase from step 7. No employee shall be eligible to rise to this temporary/phantom 8<sup>th</sup> step. As of July 1, 2022, the bottom step (step 1) shall be deleted/dropped, and the remaining steps shall be renumbered so as to reflect seven (7) total steps (i.e. old step 2 shall become New Step 1, old step 3 shall become New Step 2, and so forth until the temporary 8<sup>th</sup> step becomes New Step 7). Employees that were in Step 1 on June 30, 2022, shall be retroactively placed in New Step 1 on July 1, 2022. Retroactively to July 1, 2022, all other employees shall be placed and paid at one (1) step lower than the step that they held on June 30, 2022, in order to reflect the New Step shift. All employees shall rise to the next step in the wage chart upon their employment anniversary with the Town.

For example: an employee with an anniversary of December 15 and who was on Step 5 on June 30, 2022, shall be retroactively placed onto New Step 4 as of July 1, 2022, and paid accordingly. On December 15, 2022, said employee shall then be placed into the New Step 5 and be paid accordingly. This reduction in step number shall not result in a loss of remuneration to any employee as the New Step is at the same rate of pay as the previous higher step with the addition of the corresponding COLA increase detailed above (i.e. New Step 4 as of July 1, 2022 is the same rate of pay of old step 5 as of June 30, 2021 with the corresponding 2% COLA increase).

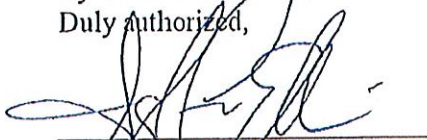
This process shall again repeat on July 1, 2024, so that a temporary/phantom 8<sup>th</sup> step shall be created reflecting a 3% increase from Step 7. On July 1, 2024, the bottom step (step 1) shall be removed all other steps shall be reduced by one (1) so that step 2 becomes New Step 1 and so forth until the temporary/phantom step 8 becomes the New Step 7. All employees in Step 1 on June 30, 2023, shall be placed in New Step 1 on July 1, 2024. On July 1, 2024, all other employees shall be placed in one step lower than the step that they held on June 30, 2024, and shall be paid accordingly. This reduction in step number shall not result in a loss of remuneration to any employee as the New Step is at the same rate of pay as the previous higher step with the addition of the corresponding COLA increase detailed above.

A copy of the updated wage charts is attached hereto as Attachment A. The above language shall also be incorporated into the updated Wage Charts in the CBA to clarify this process.

15. Ratification and Integration of Agreement: Once a memorandum of agreement is ratified, members shall not receive wage increases until an integrated agreement is finalized and signed by the parties. The parties agree to work in good faith to produce the integrated agreement within thirty (30) days within signing of memorandum.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 10 day of November 2022.

TOWN OF FAIRHAVEN,  
By Town Administrator  
Duly authorized,



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Angeline Lopes-Ellison

FAIRHAVEN HIGHWAY DIVISION UNION  
By its Bargaining Team,  
Duly authorized,



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**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN THE TOWN OF FAIRHAVEN AND  
WATER DEPARTMENT EMPLOYEES, TEAMSTERS UNION LOCAL 59,  
AFFILIATED WITH THE I.B. OF T.**

NOW comes the Town of Fairhaven ("Town") and the Fairhaven Water Department Employees Unit, Teamsters Union Local 59, Affiliated with the I.B. of T. ("Union"), (collectively "the parties") who have agreed to modify the collective bargaining agreement ("CBA") upon the following terms. This agreement is subject to ratification by the Union and the Town of Fairhaven Select Board.

WHEREAS, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

WHEREAS, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

- Article 33 – Duration:

- Duration shall be modified to reflect a three (3) year term: July 1, 2022 through June 30, 2025.
- All references to Duration will be updated in the collective bargaining agreement.

- Article 7 – Grievance and Arbitration Procedure:

- Add a new section, Section (D) that states as follows:

“(d) Function of the Arbitrator:

The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.”

- Article 13 – Holidays:

- Add Juneteenth to the enumerated list of holidays following the first sentence of this section.

- Article 16 – Wages:

- Amend subsection (e) to reflect as follow:

“Employees who are assigned to perform the function of bi-weekly permitted water sampling shall be paid in the amount of \$100 per day. [INSERT] The total payment(s) owed for performing the function of bi-weekly permitted water sampling shall not exceed \$100 per day. The \$100 per day payment shall be dispersed evenly amongst all employees that perform the function of bi-weekly permitted water sampling on the same day.”

- Amend subsection (f) to reflect as follow:

“Employees who are assigned to perform the function of water tower chlorination shall be paid in the amount of \$50 per day. [INSERT] The

total payment(s) owed for performing the function of water tower chlorination shall not exceed \$50 per day. The \$50 per day payment shall be dispersed evenly amongst all employees that perform the function of water tower chlorination on the same day.”

- Add a new subsection, (h), to reflect as follows:

“(h) Employees shall be compensated an additional \$.25 dollars per hour for each grade of license maintained by the Employee in Distribution up to a maximum of Grade 3. Employees shall be compensated an additional \$.25 dollars per hour for maintaining at least a Grade 1 in Water Treatment.”

- Add a new subsection, (i), to reflect as follows:

“(i) Employees shall receive an annual stipend of two-hundred fifty (\$250.00) dollars if they possess and maintain a Backflow Certification. Employees shall receive an annual stipend of two-hundred fifty (\$250.00) dollars if they possess and maintain a Cross Connection Certification.”

- The current wage chart depicted Schedule A for July 1, 2021 – June 30, 2022 shall be amended to reflect the following wage/COLA increases:

- 2.5% increase for July 1, 2022 through June 30, 2023;
- 2% increase for July 1, 2023 through June 30, 2024;
- 2% increase for July 1, 2024 through June 30, 2025;

- Additionally, a temporary/phantom 8<sup>th</sup> step shall be created reflecting a 3% increase from step 7. No employee shall be eligible to rise to this temporary/phantom 8<sup>th</sup> step. As of July 1, 2022, the bottom step (step 1) shall be deleted/dropped, and the remaining steps shall be renumbered so as to reflect seven (7) total steps (i.e. old step 2 shall become New Step 1, old step 3 shall become New Step 2, and so forth until the temporary 8<sup>th</sup> step becomes New Step 7). Employees that were in Step 1 on June 30, 2022, shall be retroactively placed in New Step 1 on July 1, 2022. Retroactively to July 1, 2022, all other employees shall be placed and paid at one (1) step lower than the step that they held on June 30, 2022, in order to reflect the New Step shift. All employees shall rise to the next step in the wage chart upon their employment anniversary with the Town.

For example: an employee with an anniversary of December 15 and who was on Step 5 on June 30, 2022, shall be retroactively placed onto New Step 4 as of July 1, 2022, and paid accordingly. On December 15, 2022, said employee shall then be placed into the New Step 5 and be paid accordingly. This reduction in step number shall not result in a loss of remuneration to any employee as the New Step is at the same rate of pay as the previous higher step with the addition of the corresponding COLA increase detailed above (i.e. New Step 4 as of July 1, 2022 is the same rate of pay of old step 5 as of June 30, 2021 with the corresponding 2.5% COLA increase).

A copy of the updated wage charts is attached hereto as Attachment A. The above language shall also be incorporated into the updated Wage Charts in the CBA to clarify this process.

- Article 18 – Sick Leave:

- Amend the third sentence of subpart (c) so that it states as follows:

“An employee [INSERT] that was hired before July 1, 2022, and who resigns after completion of ten (10) years of service will be paid sick leave at one-half (1/2) the number of all unused sick days. An employee who is terminated shall not be paid sick leave for just cause.”

- Article 24 – Acting Superintendent and Foreman:

- Amend subsection (b), Acting Foreman, to reflect as follows:

“In the absence of the Foreman of the Water Division, for vacation and leaves of absence, for hours worked for any reason, the acting qualified employee shall, when required by the Board of Public Works, to perform the duties of the Foreman, receive pay equal to [~~STRIKE AND REPLACE~~] \$1.00 three (\$3.00) dollars in addition to his regular hourly rate of pay [INSERT] for each hour in which they perform the duties of the foreman. The superintendent, solely at their discretion, may designate the acting qualified employee as the active foreman at a specific job site for a limited period of time.”

- Article 28 – Saturday and Sunday Coverage:

- Replace the current language of the current beeper compensation, which states as follows:

“Compensation: The person carrying the beeper shall receive daily compensation as follows:

FY17 - \$30.00      FY18 - \$32.00      FY19 - \$34.00”

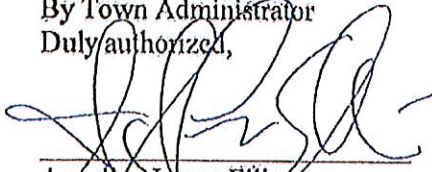
With the following language:

“Compensation. The person carrying the beeper shall receive daily compensation in the amount of thirty-eight (\$38.00) dollars.”

- Ratification and Integration of Agreement: Once a memorandum of agreement is ratified, members shall not receive wage increases until an integrated agreement is finalized and signed by the parties. The parties agree to work in good faith to produce the integrated agreement within thirty (30) days within signing of the memorandum.

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 9 day of November 2022.

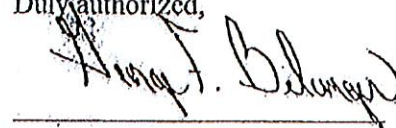
TOWN OF FAIRHAVEN,  
By Town Administrator  
Duly authorized,



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Angelino Lopes Ellisen

FAIRHAVEN WATER DEPT. UNION  
By its Bargaining Team,  
Duly authorized,



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					<b>Salary Reserve F23</b>
					<b>\$500,000.00</b>
<b>Water</b>					
Yearly cost of Previous Contract 2021-2022				\$381,193.52	
<b>New Contract</b>					
2022-2023				\$24,261.82	\$24,261.82
2023-2024				\$31,016.29	
2024-2025				\$37,904.83	
				<b>Total</b>	\$93,182.94
<b>Highway</b>					
Yearly cost of Previous Contract 2021-2022				\$856,771.04	
<b>New Contract</b>					
2022-2023				\$52,000.62	\$52,000.62
2023-2024				\$73,840.87	
2024-2025				\$129,374.35	
				<b>Total</b>	\$255,215.84
<b>Clerical</b>					
Yearly cost of Previous Contract 2021-2022				\$785,978.01	
<b>New Contract</b>					
2022-2023				\$42,412.06	\$42,412.06
2023-2024				\$58,979.86	
2024-2025				\$76,727.26	
				<b>Total</b>	\$178,119.18
<b>Dispatch</b>					
Yearly cost of Previous Contract 2021-2022				\$229,700.88	
<b>New Contract</b>					
2022-2023				\$46,959.12	\$46,959.12
2023-2024				\$59,946.48	
2024-2025				\$69,906.24	
				<b>Total</b>	\$176,811.84
				<b>Balance</b>	<b>(\$334,366.38)</b>
				<b>Amount Used</b>	<b>\$165,633.62</b>