AGREEMENT
REGARDING CONTINUITY OF OPERATIONS DURING THE COVID-19 GLOBAL PANDEMIC

The following is a Letter of Agreement between Local 1703, Department of Public Works (DPW) and the Town of Burlington, Massachusetts temporarily amending any relative prior agreements between the parties, and without prejudice or precedence in any other matter. The following will apply to all DPW divisions and sections except Water Treatment (including backflow prevention):

Temporary Schedule Change
Due to the ongoing COVID-19 pandemic and in an effort to improve social distancing, the Town Administrator has directed that all departments be staffed at a reduced level each workday. Staffing levels may include employees working remotely if able and applicable.

All Divisions are divided into two groups: Group 1 and Group 2 (see attached for personnel on each list). In order to maintain groups separate from each other, to the extent possible overtime will be assigned to groups and rotated on a weekly basis as follows

Week starting Monday March 16, 2020 at 6:00 AM.

Group 1 will be assigned any overtime call backs**
  - Monday from 2:30 PM to Tuesday 6:00 AM
  - Wednesday from 2:30 PM to Thursday 6:00 AM
  - Friday from 2:30 PM to Monday 6:00 AM

Group 2 will be assigned any overtime call backs**
  - Tuesday from 3:30 PM to Wednesday 6:00 AM
  - Thursday from 3:30 PM to Thursday 6:00 AM

Sewer stand-by personnel for weekend work will follow the same schedule.

The following week the overtime assignments will be reversed with Group 1 given overtime assignments on Tuesday and Thursday; and Group 2 given overtime assignments on Monday, Wednesday, Friday, Saturday and Sunday.

** Example: Starting Friday March 20, personnel on Group 1 will be assigned call back overtime for Friday March 20, Saturday March 21, Sunday March 22, Tuesday March 24 and Thursday March 26. Group 2 will be assigned call back overtime for Monday March 23, Wednesday March 25, Friday March 27, Saturday March 28 and Sunday March 29.

In the event that operations change to a weekly skeleton crew, during the week that a group is working a regular weekly schedule, the same group will be assigned any overtime. The same will apply if all groups were assigned to respond to emergencies only. An overtime list per group will be created so that at the end of the emergency overtime will be offered first to members of the group that were offered the least overtime, until such time that the two groups would be equal in overtime.

For the duration of the emergency, if a large equipment (dump trucks, backhoes, loaders) is not available within a division, personnel from the division that has the equipment available will be called to operate the equipment.

Expectations of Employees During Temporary Schedule Change

The expectation during this temporary scheduling period is that any staff member, who is not working onsite, must still be available and responsive during their temporary work hours. Being available and responsible includes but is not limited to; continuing operations of the department by answering phones or retrieving messages, answering emails, and in some cases may include the need to report to work within a reasonable amount of time (Based on commute from their regular residence) should the Department Head require. Any employee called into work, during their temporary scheduled work hours, on a day they are not working on-site as a result of their temporary schedule shall not be entitled to any overtime payment or compensatory time. Employees must continue to
AGREEMENT
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Page 2 of 2

follow normal procedures if they are taking any accrued time off and must receive prior approval from the Department Head. Employees who are not scheduled to be working on-site should continue to practice social distancing and avoid crowds as recommended by the Board of Health.

Compensation and Benefits
All AFSCME Local 1703 DPW members will continue to receive their regular salaries, stipends, accruals and benefits that they would normally contractually and legally receive during this temporary staffing and scheduling arrangement.

This agreement was entered into good faith by both parties without prejudice and in no way sets a precedence for the Union or the Town for prior or future situations.

Effective Date
These changes will be effective at noon March 24, 2020, and will remain in place until April 7, 2020 6:00am. The Town Administrator may rescind this agreement in its entirety at any time provided all normal terms and conditions of employment are restored in full to all employees impacted by this agreement.

For Local 1703, DPW:

Michael Giardina, Chapter Chair

Date: March 23, 2020

Cc: John Sanchez

For the Town of Burlington:

Paul F. Sagarino, Jr., Town Administrator