

MEMORANDUM OF UNDERSTANDING - DISPATCH REGIONALIZATION

WHEREAS, the Commonwealth of Massachusetts has undertaken a program of encouraging and supporting the regionalization and consolidation of emergency dispatch services. This has been done statewide with a number of regional emergency communication centers becoming operational.

WHEREAS, due to this program, and the probability that the Commonwealth's focus will become a mandate, the Town of Hanover (hereinafter the "Town") engaged in discussions with the Regional Old Colony Communications Center (hereinafter "ROCCC") to consolidate the Town's emergency communications into the operations of the ROCCC.

WHEREAS, following these discussions, the Town has made a final decision to partner with the ROCCC to outsource work which was being performed by members of the bargaining unit represented by the AFSCME Council 93, Local No. 1700, and such decision directly leads to members of the bargaining unit in the position of Dispatchers being outsourced with an anticipated date on or around July 1, 2021.

WHEREAS, the Town will work with ROCCC to make sure that outsourced employee shall be given consideration for any available positions. All current Dispatchers are encouraged to apply for employment with ROCCC.

WHEREAS, all outsourced employees shall be eligible to apply for open positions within the Town and shall receive first consideration for any open positions for which they meet the minimum qualifications and possess the required skills and abilities up until the date of the initial outsourcing.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the Town agrees to provide the following to the outsourced employees:

- The Town of Hanover shall pay for certifications and continued education/training for all employees for as long as they are Town employees.
- The Town of Hanover agrees to pay a retention bonus of \$7,000 for full-time employee(s) and a \$3,500 retention bonus for part-time employees with 20+ years of service, all of whom agree to stay employed with the Hanover Communications Center until the date and time the Center is closed and the transition is made to Regional Old Colony Communications, (ROCCC). Retention bonus checks shall be paid out within fifteen (15) days of the final day of work. In order to receive the retention bonus, eligible employees must continue uninterrupted service as full-time employees, except for in the case of a 20+ yr part-time employee, who must continue in part-time employment status thru the final day of Hanover ECC operations.
- The Town shall follow the Collective Bargaining Agreement between the Town and the Hanover Municipal Employees League (hereinafter "HMELE") specifically, where Communication employees shall be paid for all earned and/or accrued unused time

i.e.: vacation, personal, and banked holidays in the current fiscal year. Pursuant to the HMEL Collective Bargaining Agreement, if employees are unable to take vacation, personal, or banked holiday in the current fiscal year due to lack of coverage, said employees will not lose time and shall be paid for any time earned per contract.

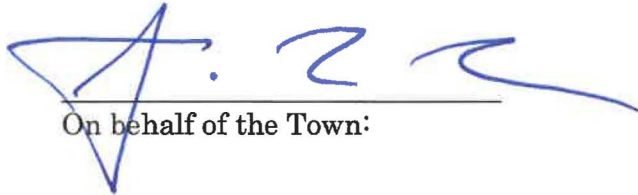
- The Town shall provide all employees a uniformed letter of recommendation, and shall retain access to their personnel file.
- Pursuant to COBRA, upon outsourcing, and for those Dispatchers who elect to continue to utilize the same level of health and/or dental insurance that they had on their separation date, the Town shall continue to pay its portion of fifty percent (50%) of the employee's health and/or dental insurance premium for three (3) months of the employee's period of COBRA election for continuation of benefits. Dispatchers shall be responsible for paying the remaining fifty percent (50%) of their COBRA health and/or dental insurance premiums during this same time period. After a period of three (3) months, Dispatchers shall be responsible for paying one-hundred percent (100%) of their COBRA premiums. Notwithstanding the foregoing, the Town's obligation to pay for a Dispatcher's COBRA health and/or dental insurance coverage shall cease upon the former employee's receipt of alternative health insurance coverage from another source. In order to receive the retention bonus, eligible employees must continue uninterrupted service as full-time employees, except for in the case of a 20+ yr part-time employee, who must continue in part-time employment status, thru the final day of Hanover ECC operations.
- In the event an outsourced employee(s) files a claim for unemployment compensation benefits for any period for which they are eligible, the Town shall not contest, object to, or take any steps to hinder the prompt payments of such unemployment benefits. In order to receive the retention bonus, eligible employees must continue uninterrupted service as full-time employees, except for in the case of a 20+ yr part-time employee, who must continue in part-time employment, status thru the final day of Hanover ECC operations.
- The Town shall notify the Union and the Dispatchers of the date that the Town's 911 dispatch services will cease (and, by extension, the date that Dispatchers will be terminated) within five (5) business days of receiving notification from ROCCC as to when it shall assume the Town's 911 dispatch services. The Town shall not terminate its 911 emergency dispatch services (or the individuals that perform those services) prior to the date provided, except that the Town reserves the right to discipline and/or terminate employees, based on just cause, and for reasons not associated with the dispatch consolidation outsourcing decision.
- The Town agrees to explore the creation of a new class of employees "Station Clerk" (or similar name) with the HMEL. All new positions that fall under that title and/or be union positions, shall be classified as such. If bargaining unit members are hired and given a job classification consistent with Massachusetts General Laws, and the job duties and descriptions of other Station Clerks, they shall be classified as such. The Town shall have discretion to determine which Station Clerks may be bargaining unit members and have union membership status, and others with similar

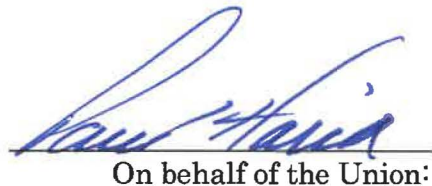
classification and duties to not retain union membership. Such decisions shall be consistent with the rights afforded under Massachusetts General Laws Ch. 150E, and may not be decided arbitrarily or capriciously.

- Any cash payouts provided for under the above referenced agreement shall be subject to all normal withholdings and made on the next regular payroll date. Such payouts shall be made in a single lump sum payroll check that shall include the Dispatcher's final work hours/paycheck.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. Signed

this 22nd day of April: 2021


On behalf of the Town:


On behalf of the Union: