

**THE TOWN OF STOUGHTON
AND
THE STOUGHTON PROFESSIONAL/ADMINISTRATIVE EMPLOYEES
ASSOCIATION**

This Memorandum sets forth the material terms of a successor collective bargaining agreement reached between the Union's and the Town's negotiating teams, subject to ratification by the Union membership of the Union, approval by the Board of Selectmen, and funding by the Town Meeting as required by law.

The Collective Bargaining Agreement which expires on June 30, 2023 shall be extended without change for a period of one year except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2026.

GENERAL AGREEMENTS

In addition to the amendments noted below, the parties agree to integrate this Memorandum of Agreement with the existing Collective Bargaining Agreement, as well as make non-substantive modifications to the form of the agreement to correct typographical and grammatical errors.

The Parties further agree to update Agreement to conform to Charter by substituting references to "Town Administrator" for "Board of Selectmen, Personnel Board, Board Chairman or other Board" where appropriate throughout document or any other related conflicting language.

ARTICLE VI – LONGEVITY/MISCELLANEOUS BENEFITS

Amend Article VI, Longevity/Miscellaneous Benefits, Section 1, Longevity, by deleting the language with a strikethrough and adding the underscored language as shown below:

Effective June 30, 2013, longevity shall be paid in accordance with this schedule:

Years of Service	Amount
After 5 years	\$650.00
After 10 years	\$1,000.00
After 15 years	\$1,300.00
After 20 years	\$1,600.00
After 25 years	\$2,150.00

Effective July 1, 2024, longevity shall be paid in accordance with this schedule:

Years of Service	Amount
After 5 years	\$750.00

<u>After 10 years</u>	<u>\$1,100.00</u>
<u>After 15 years</u>	<u>\$1,400.00</u>
<u>After 20 years</u>	<u>\$1,700.00</u>
<u>After 25 years</u>	<u>\$2,250.00</u>
<u>After 30 years</u>	<u>\$2,650.00</u>

Effective July 1, 2025, longevity shall be paid in accordance with this schedule:

<u>Years of Service</u>	<u>Amount</u>
<u>After 5 years</u>	<u>\$900.00</u>
<u>After 10 years</u>	<u>\$1,250.00</u>
<u>After 15 years</u>	<u>\$1,550.00</u>
<u>After 20 years</u>	<u>\$1,850.00</u>
<u>After 25 years</u>	<u>\$2,400.00</u>
<u>After 30 years</u>	<u>\$2,800.00</u>

Longevity shall be payable on or about the first payroll week in December.

The incumbent Recreation Director shall continue to be paid a pro rata share of longevity pay as is the current practice.

Amend Article VI, Longevity/Miscellaneous Benefits, Section 5, Tuition Reimbursement, by deleting the language with a strikethrough and adding the underscored language as shown below:

~~The Town will reimburse an employee 100% of the costs for tuition up to a maximum of \$2,000 in a given fiscal year for certificate, collegiate or graduate courses. To be eligible for this reimbursement, all courses must be pre-approved by the Town Manager. An employee must receive a grade equivalent to a 3.0 or better. Employees are only eligible for reimbursement in the fiscal year that the course is completed.~~

Effective July 1, 2024, the Town will reimburse an employee 100% of the costs for tuition up to a maximum of \$2,750 in a given fiscal year for certificate, collegiate or graduate courses. To be eligible for this reimbursement, all courses must be pre-approved by the Town Manager. An employee must receive a grade equivalent to a 3.0 or better. Employees are only eligible for reimbursement in the fiscal year that the course is completed.

ARTICLE V – SICK LEAVE AND MISCELLANEOUS LEAVE

Amend Article V, Sick Leave and Miscellaneous Leave, Section 4, Sick Leave Buy-Back, by adding the underscored language as shown below:

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with two hundred (200) or more unused sick days (1,400 hours) shall receive fifty percent (50%) of the number of accrued but unused sick days the employee has in excess of fifty (50) days (350 hours) up to a maximum of four hundred (400) days (2,800 hours) at the rate of seventy-five dollars (\$75.00) per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex. Employee with 500 sick days = (400 days (maximum) - 50 days) x 50% @ \$75.00

Effective July 1, 2024, each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with two hundred (200) or more unused sick days (1,400 hours) shall receive fifty percent (50%) of the number of accrued but unused sick days the employee has in excess of fifty (50) days (350 hours) up to a maximum of four hundred (400) days (2,800 hours) at the rate of one hundred dollars (\$100.00) per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex. Employee with 500 sick days = (400 days (maximum) - 50 days) x 50% @ \$100.00

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with less than two hundred (200) unused sick days (1,400 hours) shall receive fifty percent (50%) of their accrued but unused sick leave in excess of one hundred (100) days (700 hours) at the rate of seventy-five (\$75.00) dollars per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex. Employee with 199 sick days = (199 days - 100 days) x 50% @ \$75.00

Effective July 1, 2024, each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies while employed by the Town of Stoughton with less than two hundred (200) unused sick days (1,400 hours) shall receive fifty percent (50%) of their accrued but unused sick leave in excess of one hundred (100) days (700 hours) at the rate of one hundred (\$100.00) dollars per day as severance pay upon retirement, death or voluntary (without just cause) termination.

Ex. Employee with 199 sick days = (199 days - 100 days) x 50% @ \$100.00

In the event of the employee's death, payment of the accumulated sick leave shall be made to a beneficiary by the employee in writing or, in the designated absence thereof, to his or her estate.

In the event that an employee dies while employed by the Town due to a workplace accident, payment for all of the employee's unused sick leave regardless of the amount shall be paid to the employee's designated beneficiary or, in the absence thereof, to the employee's estate at a rate of \$75.00 per day without any reduction.

Effective July 1, 2024, in the event that an employee dies while employed by the Town due to a workplace accident, payment for all of the employee's unused sick leave regardless of the amount shall be paid to the employee's designated beneficiary or, in the absence thereof, to the employee's estate at a rate of \$100.00 per day without any reduction.

Amend Article V, Sick Leave and Miscellaneous Leave, Section 4A, Floating Sick Days, by adding the underscored language as shown below:

Notwithstanding any provisions of Article IV to the contrary, effective January 1st of each calendar year, an employee may designate two (2) days of such accumulated but unused, sick leave as so called floating sick leave days. Floating sick leave days may be utilized for any purpose and use thereof shall not interrupt an employee's perfect attendance for purposes of calculation of entitlement to earned time.

Effective upon funding, notwithstanding any provisions of Article IV to the contrary, effective January 1st of each calendar year, an employee may designate seven (7) days of such accumulated but unused, sick leave as so called floating sick leave days. Floating sick leave days may be utilized for any purpose and use thereof shall not interrupt an employee's perfect attendance for purposes of calculation of entitlement to earned time.

Amend Article V, Sick Leave and Miscellaneous Leave, by creating a new section, Section 14, Medical and Veterinarian Appointments, as shown below:

Section 14. Medical and Veterinarian Appointments.

Effective upon funding, all members of the bargaining unit may convert up to thirty-five (35) hours of accrued, paid leave (sick leave, vacation leave, personal leave, etc.), per fiscal year, to medical leave with pay for the purpose of attending doctors' appointments, dentists' appointments, and other medical needs and veterinarian appointments. Use of medical leave shall not interrupt an employee's perfect attendance for purposes of calculation of earned time.

ARTICLE X – WAGES

Amend section 1, paragraphs 5-6 by deleting the language shown with a strikethrough and adding that language shown as underscored:

~~For Fiscal Year 2021, employees who have not reached Step 10 from the former pay grid and therefore received a 1.5% increase on July 1, 2020 shall receive an additional 1%.~~
~~The increase, upon passage shall be retroactive to July 1, 2020 (i.e. those who were not maxed out on the former grid). All other employees who did not receive any increase on~~

~~July 1, 2020 (i.e. those who were maxed out on the former grid) upon passage shall receive 2.5% of their salary retroactive to July 1, 2020.~~

For Fiscal Year 2022, employees shall receive a 1.75% increase.

For Fiscal Year 2023, employees shall receive a 1.75% increase.**

**For Fiscal Year 2023, employees shall receive a minimum of 1.75% increase. However, if non-union town employees receive a pay increase greater than 1.75% (excluding any individual salary adjustments for non-union employees), the SPAEA Union members shall receive an increase equal to the pay increase for non-union employees.

Effective July 1, 2023, retroactively increase annual salary rates by 2.0%.

Effective July 1, 2024, increase annual salary rates by 2.0%.

Effective July 1, 2025, increase annual salary rates by 2.0%.

ARTICLE XVI – DURATION

Amend Cover Page, Preamble and ARTICLE XVI and other applicable provisions, to strike existing dates and replace with "July 1, 2023" and "June 30, 2024" as applicable.

Town of Stoughton

Tom J. Calter
Tom Calter, Town Manager

Date: 9/20/23

RATIFIED:

Stoughton Select Board

By Majority Vote
Dated: August 9/19/23, 2023

Debra Roberts
Debra Roberts, Chair

Stephen M. Cavey, Vice Chair

Joseph M. Mokrisky
Joseph M. Mokrisky

Scott D. Carrara
Scott Carrara

Louis J. Gitto
Lou Gitto

Date: _____

Approved as to legal form:

Kate Feodoroff
Kate Feodoroff, Labor Counsel

Stoughton Professional/Administrative
Employees Association

Craig Horsfall
Craig A. Horsfall, Bargaining Team Chair

Dated: August 23, 2023

Stoughton Professional/Administrative
Employees Association

By Majority Vote
Dated: August 23, 2023

James B. Conlon
James B. Conlon, President