

**THE TOWN OF STOUGHTON
AND
THE STOUGHTON TOWN HALL 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 expired on June 30, 2022 shall be extended without change for a period of three year except as provided herein. The following provisions represent the material changes in the parties' agreement for an agreement through June 30, 2025.

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 I – RECOGNITION AND ASSOCIATION SECURITY

Amend list of job titles to correct titles to that negotiated in the last contract by deleting the entire list and grade and replacing it with the following table, all other language to remain unchanged:

<u>Job Title</u>	<u>Grade</u>
Custodian/Maintenance	1
Senior Clerk I	2
Senior Clerk II	3
Senior Clerk II/Cashier	3
COA Outreach Coordinator	2
COA Volunteer Coordinator	2
COA Van Driver	1
Recreation Program Facilitator	3
Medicare Billing Manager	3

VNA Nurses	6
Licensed Clinical Social Worker	5
Skilled Craftsman	2
Program Administrator I	4
Program Administrator II	5

By amending the list of titles to eliminate Program Administrator I, Development Services, occupied by Kristen O'Brien" and agreeing to the transfer of that position to SPAEA

Upon the retirement of Mary Martin, amending the list of job title known as Senior Clerk II to Program Administrator I.

By amending the list of titles to add Senior Clerk II, occupied by Deborah LeBlanc, to the list of job titles in THEA from SPAEA

ARTICLE I – RECOGNITION AND ASSOCIATION SECURITY

Amend Section 2 to delete the following sentence:

Payment of the agency service fee shall be required as a condition of employment for all bargaining unit employees who elect not to become members of the Association within thirty days of the commencement of their employment, consistent with Section 12 of C. 150E."

ARTICLE III – PAST PRACTICES, NON-DISCRIMINATION

Amend section 3 by deleting the following:

"race, creed, color, sex or age"

And by replacing with the following:

"status in a protected class defined by state or federal law"

ARTICLE IV – HOURS OF WORK AND OVERTIME

Amend section 2 by adding the following:

	<i>Monday - Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
Program Administrator I (DPW)	7:30AM-4PM	7:30AM-4PM	7:30AM-4PM
Program Administrator I (Fire)	8AM-5PM	8AM-5PM	8AM-5PM
COA Building Hours	7AM-4PM	7AM-7PM	7AM-12PM
	<i>Monday & Wednesday</i>		<i>Friday</i>
COA Licensed Clinical Social Worker	8AM-4:30PM (1 hr lunch)		8AM-2:30PM (1/2 hr lunch)

ARTICLE IV – HOURS OF WORK AND OVERTIME

Amend section 2(b) by adding the following clause at the end of the sentence:

Leave taken by an employee shall be charged against his/her accrued leave balances based upon the actual number of hours the employee is absent from work, provided that leave taken between 4:30-7:00PM on Thursday nights shall be charged one half day in accordance with the employee's schedule, meaning 4 hours for a 40-hour work week employee, and 3.5 hours for a 35-hour work week employee.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Amend section 3. Overtime by deleting the first paragraph which provides as follows

If expressly directed by the Department Head or designee, all hours worked in excess of the regular hourly day of any employee shall be compensated for at the overtime rate hereinafter set forth. Any hour or part thereof shall be compensated to the next one hour.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Amend section 6. Overtime Pay Sundays and Holidays by explaining as follows:

- a. meaning and intending to include holiday pay, i.e. holiday straight-time, plus time and one half for a total pay of double time and a half.

ARTICLE V – VACATION

Amend section 1, paragraph by adding the following:

Vacations shall be granted annually based on an employee's anniversary date of employment with the Town. Selection for the vacation period shall be agreed upon between the Department Head and the personnel, taking into consideration the party or parties who will be filling in on vacations. When a paid holiday falls within an employee's paid vacation period on a working day, the paid vacation shall be extended by one (1) day or said holiday shall not be charged against the employee's vacation accrual at the employee's election.

ARTICLE V – VACATION

Amend section 7, Paid Holidays, by adding the following to the list of holidays

Juneteenth

ARTICLE V – VACATION

Amend section 10, paragraph by adding the following:

Effective July 1, 2021, 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 VI – SICK LEAVE AND MISCELLANEOUS LEAVES

Amend section 10, Permanent Part-Time Employees, by amending section a as follows:

- a. Permanent part-time employees employed by the Town shall be entitled to ~~one-half~~ (1/2) the benefits pro-rated based on hours worked of full-time employees, provided, however, that any part-time employees currently receiving greater benefits shall ~~continue to do so for the remainder of their employment.~~

Amend Section 1, Sick Leave, by amending section f, paragraphs 1- 3 by deleting all three paragraphs and replacing it with the following paragraph:

f. Sick Leave Buy-Back.

Each member of the bargaining unit who retires from his or her position with the Town of Stoughton or dies, or voluntarily terminates his/her position (without just cause) while employed by the Town of Stoughton with one hundred (100) or more unused sick days shall receive fifty dollars (\$50.00) per day for each day in excess of ninety nine (99) days at the rate of fifty dollars (\$50.00) per day up to a maximum of two hundred fifty (250) days as severance upon retirement, death or voluntarily (without just cause) termination. Ex. An employee with five hundred (500) days = $500 - 99 = 401$; max cap = 250; total payout = $250 \times \$50$. Ex. An employee with two hundred fifty (250) days = $250 - 99 = 151 \times \$50$. Ex. An Employee having 100 days = $100 - 99 = 1 \times \$50$. An employee having 99 days shall receive no payout.

ARTICLE VII – LONGEVITY, UNIFORMS, SPECIAL LICENSE, COFFEE BREAKS, WORKING OUT OF CLASSIFICATION

Delete Sections 1 and 2 in their entirety, replace with the following and renumber the remaining sections

Note: Longevity will be rolled into base wages and reflected in new salary schedule.

Section 1. Effective July 1, 2022, the existing longevity benefit will be eliminated and will be replaced with a five (5) year, fifteen (15) year and twenty-five (25) year steps on the salary scale with said steps measuring one percent (1%), one and three quarters percent (1.75%) and three percent (3%), respectively, higher than the step that precedes it as shown on the Salary Schedule shown on Exhibit A.

ARTICLE VII – LONGEVITY, UNIFORMS, SPECIAL LICENSE, COFFEE BREAKS, WORKING OUT OF CLASSIFICATION

Amend section 6, Coffee Breaks, by amending section a as follows:

~~Employees covered by this Agreement shall be allowed two (2) fifteen minute breaks per day. Effective July 1, 2021, employees covered by this agreement shall be entitled to one (1) fifteen minute break per day. In lieu of a second fifteen minute break per day which employees had been entitled to prior to July 1, 2021, effective that day employees covered by this Agreement and for each week in which an employee has actually worked a full week inclusive of paid time off, such as of sick, vacation, personal or earned leave, but excluding unpaid leave or leave paid through the sick bank, shall be entitled to have one (1) hour per week of floating time added to their paid leave, such leave to be taken in accordance with the provisions governing use of vacation leave and/or earned time under this agreement. Permanent part-time employees shall receive pro-rated floating time based on hours actually worked. Use of floating time shall not interrupt an employee's perfect attendance record for purposes of computation of earned time.~~

ARTICLE VIII – FILLING OF VACANCIES

Delete section b in its entirety

b. ~~Ranges for positions shall be as follows:~~

~~S-3 through S-6~~

...

ARTICLE IX – LIFE, HEALTH AND ACCIDENT INSURANCE

Delete paragraph in its entirety and replace with the following

The Town agrees to provide health, life and accident coverage for bargaining unit employees with the agreed upon contributions to premiums for the same.

ARTICLE XI – WAGES

Amend section 2 by deleting it in its entirety and replacing it with the following:

Section 1.

All employees shall be placed on the THEA salary schedule effective July 1, 2022 attached hereto as Exhibit A, which reflects a two (2%) percent increase and which rolls longevity payments as set forth in Article VII into base.

Effective July 1, 2023, the Classification/Compensation Plan shall be increased by two (2%) percent.

Effective July 1, 2024, the Classification/Compensation Plan shall be increased by two (2%) percent.

An employee who is already paid above the rate set forth as Step 4 of his/her Grade and therefore would not otherwise have been eligible for a step increase on July 1, 2022, shall instead be paid at a personal rate that is two (2%) percent above her/his then current rate of pay on June 30, 2022.

An employee who is already paid above the rate set forth as Step 4 of his/her Grade and therefore would not otherwise have been eligible for a step increase on July 1, 2023, shall instead be paid at a personal rate that is two (2%) percent above her/his then current rate of pay on June 30, 2023.

An employee who is already paid above the rate set forth as Step 4 of his/her Grade and therefore would not otherwise have been eligible for a step increase on July 1, 2024, shall instead be paid at a personal rate that is two (2%) percent above her/his then current rate of pay on June 30, 2024.

ARTICLE XVIII – DURATION OF AGREEMENT

Amend Preamble and ARTICLE XVII and other applicable provisions, to strike existing dates and replace with "July 1, 2022" and "June 30, 2025" as applicable

Town of Stoughton

Thomas J. Calter
Tom Calter, Town Manager

The Town Hall Employees Association

Karen Brown
, President

Heather Gennep
, Bargaining Member

Dee G. Adams
, Bargaining Member

Date: 4/12/2023

Date: 4/3/23

RATIFIED:

Stoughton Select Board

By Majority Vote

Dated: October _____, 2022

Debra Roberts

Debra Roberts, Chair

Stephen M. Cavey

Stephen M. Cavey, Vice Chair

Joseph M. Mokrisky

Joseph M. Mokrisky

Scott Carrara

Scott Carrara

Lou Gitto

Lou Gitto

Date: _____

Approved as to legal form:

Kate Feodoroff, Labor Counsel

The Town Hall Employees Association

By Majority Vote

Dated: ~~October~~ 3/21/2023, 2022

Karen Brown

, President

Heath Genevay

, Bargaining Member

OLD GRADE	FY23 RATES JULY 1, 2022	2%			1%	1.75%	3%	
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 - 5YR	STEP 6 - 15 YR	STEP 7 -25 YR
3	1	21.94	22.27	22.60	22.94	23.17	23.58	24.28
4	2	24.58	24.95	25.31	25.69	25.95	26.40	27.20
5	3	26.84	27.26	27.65	28.07	28.35	28.84	29.71
6	4	29.47	29.91	30.36	30.81	31.12	31.66	32.61
7	5	33.02	33.52	34.02	34.53	34.88	35.49	36.55
8	6	39.07	39.66	40.25	40.85	41.26	41.99	43.24

1.5% in between steps

For Grade 1 and Grade 8 Starting Step is 1% higher than step 5 on town wide grid

Grade 2 through Grade 5 are duplicate to DPW grid Town Wide Grid was created in 2013

OLD	FY24 RATES JULY 1, 2023	2%					1%	1.75%	3%
GRADE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 - 5YR	STEP 6 - 15 YR	STEP 7 -25 YR	
3		1	22.38	22.71	23.06	23.40	23.64	24.05	24.77
4		2	25.07	25.45	25.82	26.21	26.47	26.93	27.74
5		3	27.37	27.80	28.20	28.63	28.92	29.42	30.30
6		4	30.05	30.50	30.97	31.43	31.74	32.30	33.27
7		5	33.68	34.19	34.70	35.22	35.57	36.20	37.28
8		6	39.85	40.45	41.06	41.67	42.09	42.83	44.11

OLD GRADE	FY25 RATES JULY 1, 2024	2%			1%	1.75%	3%
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 - 5YR	STEP 6 - 15 YR	STEP 7 -25 YR
3	1	22.83	23.17	23.52	23.87	24.11	24.53
4	2	25.57	25.95	26.34	26.73	27.00	27.47
5	3	27.92	28.36	28.76	29.20	29.49	30.01
6	4	30.66	31.11	31.58	32.06	32.38	32.94
7	5	34.35	34.88	35.39	35.93	36.28	36.92
8	6	40.65	41.26	41.88	42.51	42.93	43.68
							44.99