
INTEROFFICE MEMORANDUM

TO: SPAEA EXECUTIVE BOARD

FROM: ROBIN A. GRIMM, PH.D.

SUBJECT: MOA REGARDING CBA – JULY 1, 2020, - JUNE 30, 2023

DATE: MARCH 14, 2021

Please find the following terms as outlined through negotiations for a three-year agreement commencing July 1, 2020 and ending June 30, 2023.

Article I – Recognition and Association Security

Section 4
(AGENCY FEE)

Revise Section to read as follows:
“All members of the bargaining unit are hereby notified that they are subject to the provisions of M.G.L. c. 150E, Section 5, as amended by Chapter 73 of the Acts of 2019.”

Article IV – Vacations and Holidays

Section 5

The following holidays shall be paid holidays for all bargaining unit employees:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington’s Birthday	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Should employees be required to work on any paid holiday, a compensatory day of leave shall be granted with the prior approval of the Town Manager or his designee.

All members of this unit may use vacation or personal leave after 1:00 on December 24th.

When a holiday falls on a Thursday the subsequent Friday work schedule shall be the employee's normal Friday work schedule.

If a holiday falls on a day a part-time worker is scheduled to work, he shall receive the pay he would ordinarily earn.

Any employee who is on sick leave on the day before or after a holiday, or on the holiday itself, may be required, if the Town Manager or his designee so requests, to submit a doctor's certificate before being paid for said holiday.

The Town Hall will be closed on any day that may be declared a holiday by the Governor of the Commonwealth, the General Court and/or the President or the Congress of the United States without loss of pay to employees. The Town Hall will be closed on any day that may be declared a State of Emergency by the Governor of the Commonwealth without loss of pay to employees.

Article V – Sick and Miscellaneous Leave

Section 7 – Personal Leave
Amend Paragraph 1 as follows:

All employees shall be entitled to **eighteen (18)** hours of personal leave a year without loss of pay subject to the prior approval of the Town Manager and provided the Town Manager is given at least 48 hours' notice, except in the case of emergencies. Unused personal leave shall not be carried over from year to year and will be forfeited.

Article X – Hours of Employment

Add: Overtime – Any non-exempt employee who is called in to work on weekends or after hours for unanticipated/emergency situations shall get a minimum of four hours of straight pay.

Article XIII – Wages

Section 1. ~~The Town and the Association agree that job classifications and wage scales shall be administered consistent with the existing Town of Stoughton Job Classification and Salary Schedule that is applied to all other full-time town employees. (See Attachment A for the applicable wage scale.)~~

The Town and the Association agree that pursuant to said Job Classification Plan ~~and Compensation Schedule~~ the employees who are parties to this Agreement shall be classified as follows:

GRADE 6

COA/YC Program Administrator I
Exec. Assistant to the Town Manager
Program Administrator I, Board of Health
Assistant Town Sanitarian
~~Assistant Building/Zoning Commissioner~~
Code Enforcement Manager (Building Commissioner)
Program Administrator I; DPW
Program Administrator I; Library
Program Administrator I; Police (ACO)
COA/YC Youth Counselor (Program Admin I)

GRADE 7

Associate Engineer
~~COA/YC Youth Counselor~~
Program Administrator II; Licensing and Registration/Town Clerk
Program Administrator II; Dispatch (Police)

GRADE 8

COA/YC Program Coordinator II
~~Recreation Director~~
~~Registered Nurse~~
Social Worker
Program Coordinator I

GRADE 9

Project Engineer
GIS Coordinator
Town Sanitarian
Environmental Affairs Officer
~~Asst. Director of Public Health/VNA~~

GRADE 10

~~Director Public Health/VNA~~
Assistant Town Engineer
Building/Zoning Commissioner

For the period that the following positions remain in the unit they shall be classified as follows:

GRADE 8

Veterans Services Director

GRADE 10

Town Accountant
~~Town Clerk~~
~~COA/YC Director~~
Library Director
~~Recreation Director~~
Director of Assessing

All approved ~~step~~ increases shall occur with the first payroll period on or after July 1.

~~Employees who have already reached step 10 in their pay grade and therefore would not otherwise be eligible for a step increase in a given year of this 2019-2020 agreement shall be paid a personal rate of 1.5% above the employee's then current rate for the term of this agreement. For fiscal year 2020-2021- all employees shall receive a 2.5% increase*.~~

***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 FY 2023, employees shall receive a minimum 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.

Once, in consultation with the Union, job descriptions have been updated and a performance evaluation tool has been developed, advancement along the Compensation Schedule shall be made by at least a satisfactory rating on the evaluation tool.

The parties agree to establish a joint committee whose purpose will be to discuss and develop a performance evaluation process and instrument for members of the bargaining unit. Upon the request of the Town, the Association will designate up to two (2) members of the bargaining unit to serve on such committee. The parties agree that the committee shall establish concrete meeting dates and work in good faith to complete its task of developing a performance evaluation process and instrument by June 30, 2020.

ARTICLE XVI - Duration

For good and valuable consideration, each to the other given, the Town of Stoughton (the "Town") and the Stoughton Professional/Administrative Employees Association (the "Association") hereby agree to a new three (3) year collective bargaining agreement effective July 1, 2020 through June 30, 2023.

No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or the Association to future performance of any such term or condition, and the obligations of the Association and the Employer to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Board of Selectmen of the Town of Stoughton and the Stoughton Professional/Administrative Employees Association have caused this Agreement to be executed by their duly authorized members this ____ day of _____, 2021.

Board of Selectmen	Date_	SPAEA	Date
_____		_____	
_____		_____	
