

FROM: Town Hall Employees Association

TO: Town of Stoughton

RE: Memorandum of Agreement ("MOA") for Successor Collective Bargaining Agreement between Town Hall Employees Association and Town of Stoughton, effective July 1, 2019 - June 30, 2022

DATE: April 8, 2021

Unless otherwise specifically noted herein, all of the provisions set forth in this MOA are to become effective July 1, 2019. Any and all terms of the collective bargaining agreement effective for the period of July 1, 2016 through June 30, 2019, which are neither deleted nor amended by the provisions of this MOA, shall continue and are to be integrated into one collective bargaining agreement, effective for the period of July 1, 2019 through June 30, 2022.

1. Article I, Recognition and Association Security (Effective upon ratification by both parties to this MOA):

A. Amend Section 1 by adding to the recognized bargaining unit Arthur Coelho (job title, skilled craftsman) and all Program Administrator I positions currently in the bargaining unit at the Police Department, Fire Department, Town Hall and Department of Public Works. (Amend language of Section 1 to conform to the foregoing.)

B. Amend Section 2 by adding the following sentence at the end of that Section: "All members of the bargaining unit are hereby notified that they are subject to the provisions of Massachusetts General Laws, Chapter 150E, Section 5, as amended by Chapter 73 of the Acts of 2019."

2. Article IV, Hours of Work and Overtime (Effective upon ratification by both parties to this MOA):

Amend Section 5 by deleting current sentence and inserting the following in its place: "If the Town offices are closed for all or part of a work day because of a state of emergency, Act of God or by a determination of a Department Head, or in such Department Head's absence, the Town Manager or her/his designee, all members who

would have been scheduled to work, but for such closing, shall be compensated in full for such day. All members may telephone the Stoughton Hotline (781-232-9248) to determine if the Town offices are closed."

3. Article V, Vacations and Holidays:

A. Amend Section 4 by deleting the introductory clause of Section a., that is, "a. For employees hired before July 1, 1986:" and by deleting Section b. from "b. For employees hired on or after July 1, 1986" through the following vacation schedule provision for 10 years and over. This provision shall become effective July 1, 2021.

B. Amend Article by adding Section 9 as follows: "Notwithstanding any other provision of Article V to the contrary, effective July 1, 2021, each bargaining unit member shall be entitled to use accrued vacation leave or personal leave after 1:00 p.m. on December 24 of each year."

C. Add Section 10, Medical Leave, to provide that all members 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. Use of medical leave shall not interrupt an employee's perfect attendance for purposes of calculation of earned time. This provision shall become effective July 1, 2021.

4. Article VI, Sick Leave and Miscellaneous Leaves:

Amend Section 1c. by deleting the words in the first sentence as follows: "... in any two consecutive calendar months shall have one (1) day added . . ." and replace with the following language: "... in any calendar month shall have one-half (1/2) day added . . ." This provision shall be effective July 1, 2021.

5. Article VII, Longevity, Uniforms, Special License, Coffee Breaks, Working Out of Classification

Amend Section 6 in its entirety and substitute therefor the following: "Effective July 1, 2021, employees covered by this Agreement shall be entitled 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 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. Use of floating time shall not interrupt an employee's perfect attendance record for purposes of computation of earned time."

6. Article XI, Wages:

A. Modify Paragraph Two of Section 1 to provide as follows: "An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2019, shall instead be paid at a personal rate that is two and one-half (2 ½%) percent above her/his then current rate of pay on June 30, 2019."

B. After the modification required in Section A above, further modify Paragraph Two of Section 1 to provide as follows: "An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2020, shall instead be paid at a personal rate that is two and one-half (2 ½%) percent above her/his then current rate of pay on June 30, 2020."

C. After the modifications required in Sections A and B above, further modify Paragraph Two of Section 1 as follows: "Notwithstanding the provisions of Article XI, Section 1, effective July 1, 2021, and in lieu of the wage increase to which an employee would otherwise be entitled under the Town's Job Classification/Compensation Plan, during the period of July 1, 2021 through June 30, 2022, an employee of the bargaining unit on that Plan shall instead receive a one and one-quarter (1 1/4%) percent wage increase over the wage rate which he/she received on June 30, 2021. An employee who had already reached Step 10 in her/his pay grade and therefore would not otherwise have been eligible for a step increase on July 1, 2021, shall instead be paid at a personal rate that is one and one-quarter (1 1/4%) percent above her/his then current rate of pay on June 30, 2021."

7. Article XVI, Duration of Agreement: Modify Article to provide for a duration of July 1, 2019 through June 30, 2022, and a date for notification of proposed bargaining for a subsequent contract of February 1, 2022.

In Witness Whereof, the Board of Selectmen of the Town of Stoughton and the Town Hall Employees Association, each acting through its duly authorized representatives, have caused this Memorandum of Agreement to be executed on this _____ day of _____, 2021.