

## MEMORANDUM OF AGREEMENT

The below-signed bargaining representatives of the City of Marlborough (the “City”) and the Marlborough Municipal Employees Association (the “Association”) (collectively, the “Parties”), acting subject to funding by the City Council and ratification by the full membership of the Association, enter into this this Memorandum of Agreement (the “Agreement”) setting forth the following terms and conditions for a successor collective bargaining agreement (the “Successor Contract”) that will be in effect from July 1, 2024, through June 30, 2027. The aforesaid bargaining representatives of the Parties agree to recommend ratification by their respective bodies.

### **I. Maintenance of the Provisions of the Predecessor Contract**

All terms and conditions of the predecessor collective bargaining agreement that were effective from July 1, 2021, through June 30, 2024, will, except as modified by the terms of this Agreement, be carried over intact into the Successor Contract.

### **II. Duration**

Amend Article 22 Duration by deleting the stricken language and inserting the bold language as follows:

Except as otherwise expressly provided, this Agreement shall be effective from July 1, ~~2021~~ **2024**, and will continue in full force and effect until June 30, ~~2024~~ **2027**.

....

Make applicable date changes to the cover page and in all other appropriate provisions of the Successor Agreement to reflect the new term.

### **III. Gender Neutral Pronouns**

Update all pronouns in the Successor Agreement to be gender neutral (i.e., they, their, and them).

### **IV. Past Practices**

Integrate the past practices set forth in Article 21, Section 3 into other articles of the Successor Agreement that more specifically address their subject matter (e.g., integrating past practices addressing holidays into Article 13, Section 6).

**V. Board Secretary Stipend**

Integrate the terms of Paragraph 3 of the Memorandum of Agreement dated March 26, 2024, into a new Article 11, Section 8 titled "Board Secretary Stipend."

**VI. Housekeeping Fixes**

Correct all non-substantive spelling, grammatical, and typographical errors in the Successor Agreement (e.g., the sentence "Consistent with M.G.L. c. 4, 7 cl. Eighteenth, that whenever New Year's Day . . ." would instead read "Consistent with M.G.L. c. 4, § 7, cl. Eighteenth, whenever New Year's Day . . .").

**VII. Removal of Outdated Language**

Amend Article 11 Wages by deleting the stricken language and inserting the bold language as follows:

Section 6 Part-Time Library Clerks

~~The City agrees to increase the wages of the part time library clerks adopting the below wage schedule, effective on the next pay period following April 20, 2020:~~

<del>Step 0:</del>	<del>\$14.00</del>
<del>Step 1:</del>	<del>\$14.56</del>
<del>Step 2:</del>	<del>\$15.14</del>
<del>Step 3:</del>	<del>\$15.75</del>

Section 7 Compensatory Time

**1. Previous Compensatory Time**

~~a. Employees with accrued compensatory time on the date of execution of the Agreement (February 28, 2014) will be asked by his/her department head to use no more than fifty (50) hours of accrued compensatory time on or before April 30, 2014. The exact number of hours to be used before April 30, 2014 will be determined in consultation with the department head in order to insure the efficient and effective operation of the department.~~

~~b. Any unused compensatory hours as of May 1, 2014 will be converted into a one time cash payment that will be made to the employees on or before July 15, 2014.~~

~~e. Any employee who has already used compensatory time per the Mayor's June 25, 2013 memorandum, shall receive a credit towards the fifty (50) hours described above.~~

~~2. Compensatory Time Accrual~~

- ~~a. Beginning July 1, 2014, the~~ **The** maximum allowable unused compensatory time to be carried by any one employee without prior mayoral approval shall be thirty-five (35) hours.
- ~~b. Beginning July 1, 2014, each~~ **Each** employee will be encouraged to use all accrued unused compensatory time by December 31 of each year in consultation with their department head.

....

Amend Article 13 by deleting the stricken language as follows:

...

Section 3 Longevity

Full-time employees shall receive longevity pay when years of service have been met. Years of service shall be determined by date of hire.

~~Effective July 1, 2007 (FY'08):~~

<del>8-11 years</del>	<del>—————</del>	<del>\$450</del>
<del>12-15 years</del>	<del>—————</del>	<del>\$775</del>
<del>16-19 years</del>	<del>—————</del>	<del>\$1,085</del>
<del>20 or more years</del>	<del>—————</del>	<del>\$1,725</del>

....

**VIII. August 24, 2024 Side Letter of Agreement**

Incorporate Paragraph 5 of the August 24, 2024 Side Letter of Agreement for Contract Changes by amending Article 1 Recognition by inserting the bold language as follows:

...

All full-time and regular part-time (more than 10 hours per week) clerical, custodial, and technical employees of the City of Marlborough in the classifications of . . . excluding the Director of the Library, Executive Director Housing Authority, Assessor, Acting Department Heads, **Treasury/Payroll Manager, Substance Use Prevention Coordinator and Intervention**

**Specialist, Head of Adult Services and Technology – Library, Financial Analyst – DPW, and all confidential, managerial, and casual employees and all other employees.**

**IX. Dispatcher Floating Holidays**

Amend Article 13, Section 6A by inserting the bold language as follows:

...

**Each public safety dispatcher will receive up to two (2) floating holidays per calendar year for use in that calendar year in order to compensate the public safety dispatchers for the four (4) half-day holidays that other bargaining unit members typically have in any given calendar year.**

**X. Tuition Reimbursement Cap**

Amend Article 13, Section 18 by deleting the stricken language and inserting the bold language as follows:

The City shall reimburse an employee for no more than two (2) college courses he or she takes and passes in any fiscal year, one-half the course's tuition up to \$500 per course, so as (a) the employee's department head has determined in writing, prior to course registration, that the course is sufficiently work-related to qualify for the reimbursement, (b) the employee achieves a grade equivalent to a C+ or better, and (c) the total amount of reimbursements in the aggregate per contract year for the bargaining unit shall not exceed ~~\$4,000~~ **\$5,000.00**.

**XI. Dispatcher Training Stipend**

The Chief of Police or their designee will work with the dispatchers to develop a new formalized training program and establish a daily operations report to be submitted to the command staff of the dispatch center. Further, create a new stipend payable to the dispatcher who trains newly hired dispatchers, calculated on a weekly basis but payable bi-weekly. The amount of this stipend will be \$40.00 per shift in which the member performs training duties. The Chief of Police will have the discretion to assign a dispatcher to perform these training duties, no dispatcher will be eligible for this stipend in the absence of the Chief's assignment.

**XII. Minimum Call Back Hours**

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Amend Article 21, Section 3, Subsection 23 by deleting the stricken language and inserting the bold language as follows:

Property and Building Maintenance employees will continue to receive a minimum of ~~two (2)~~ **four (4)** hours call back pay for each call back after regular working hours no matter how long the call is.

**XIII. Minimum Wage**

Amend Article 11, Section 6 by inserting the bold language as follows:

...

**In the event that the Massachusetts minimum wage increases beyond the wages of a part-time bargaining unit member, then the City will automatically increase the wages of that part-time bargaining unit member's position to match the Massachusetts minimum wage effective as of the date the Massachusetts minimum wage increase becomes effective.**

**XIV. Sick Leave Buyback**

Amend Article 13, Section 2, ¶ 2 by deleting the stricken language and inserting the bold language as follows:

At the termination of employment, except where termination is by the City for cause, the City shall pay to a full-time employee an amount equal to thirty percent (30%) of his/her unused, accumulated sick leave, not to exceed the value of ninety (90) sick leave days or **\$4,000.00** ~~three thousand dollars (\$3,000.00)~~, whichever is less.

**XV. Part-Time Employee Holidays**

Amend Article 13, Section 6 by inserting the bold language as follows:

...

**In the event that a holiday listed above falls on the regularly scheduled workday of a part-time bargaining unit member, then that bargaining unit member shall receive holiday pay for that day equivalent to their regularly scheduled hours (e.g., if a part-time bargaining unit member is regularly scheduled to work four hours**

**In no event will the total weekly hours of such a part-time bargaining unit member exceed their regularly scheduled amount of weekly hours (e.g., if a part-time bargaining unit member regularly works ten weekly hours and receives holiday pay for four hours, then that part-time bargaining unit member may work no more than six additional hours in that week).**

#### **XVI. Clothing Allowance**

Amend Article 13, Section 17 by deleting the stricken language and inserting the bolded language as follows:

All non-office public facilities employees, the Manager of Communications of Technology, and all employees who conduct inspections as part of their regular job duties shall be required to purchase and wear certain clothing items in the conduct of their duties that is subject to prior approval of management. ~~All clothing that is purchased by such employees for their work will be reimbursed upon submission of a voucher by the employee up to a maximum of \$900 per calendar year, effective July 1, 2018.~~ **The City will provide \$1,240.00 to each such employee, payable in two separate payments, one at the beginning of the fiscal year and one at the midpoint of the fiscal year, for the purchase of such pre-approved clothing items.** Management reserves the right to determine and, from time-to-time, change the uniform items, in its sole discretion, which decision will not be the subject of a grievance or arbitration for any purpose. All non-office public facilities employees and all employees who conduct inspections shall be required to purchase and wear steel or composite toe boots in the performance of their duties.

#### **XVII. Dispatcher Wages**

Retroactively effective to July 1, 2024, the public safety dispatcher wage scale will be increased by \$1.00 per hour across the board, and then an additional \$1.00 per hour will be added to the top step of the public safety dispatcher wage scale. One year from the date of ratification of the successor contract, the Parties will commence discussions to review the City's retention record among public safety dispatchers over the period since ratification as compared with the retention record over a similar period prior to ratification to determine whether further increases in the public safety dispatcher wage scale should be implemented.

#### **XVIII. Education Incentive**

Amend Article 11, Section 5 by deleting the stricken language and inserting the bold language as follows:

~~Effective July 1, 2018, library employees who have or subsequently attain a master's degree in Library Science will receive a \$500 annual stipend. To be eligible for payment of the Education Incentive in any fiscal year, any interested employee must submit (a) a certified copy of their post-secondary transcript, (b) diploma or related documentation of degree attainment, and (c) a narrative description of the value their degree attainment adds to the performance of their job for the City to the Director of Human Resources by no later than the preceding June 1<sup>st</sup> before the fiscal year in which the Education Incentive is to be paid. Upon receipt of this documentation, the Human Resources Director will review it in consultation with the employee's immediate supervisor. Only if the Human Resources Director determines that the employee's educational attainment adds no meaningful value to the employee's job performance will the Education Incentive stipend be denied. If the Education Incentive is granted, then on the first pay period in the fiscal year immediately following the application, the appropriate annual stipend as set forth below will be paid:~~

Associate's Degree	\$250.00
Bachelor's Degree	\$750.00
Master's Degree or higher	\$1,000.00

Once a particular employee has been deemed eligible for the Education Incentive stipend, that employee will not be required to submit further documentation for payment in subsequent fiscal years. If an employee obtains a degree that would qualify for a higher tier Education Incentive, however, then that employee must go through the above process again to qualify for the higher tier Education Incentive.

All degrees must have been awarded by an accredited college or university. If an employee holds multiple degrees, then the City will provide that employee with a single Education Incentive corresponding to the highest degree attainment. For avoidance of doubt, if an employee holds both an eligible associate's degree and an eligible master's degree, then the employee will receive the Education Incentive stipend for the master's degree only.

Notwithstanding the June 1<sup>st</sup> deadline agreed upon above, the Parties agree that, for the 2026 Education Incentive application, MMEA members will have a deadline

of July 1, 2025 to submit their application paperwork and, if qualified, the payment shall be made by the City in the first pay period in August 2025.

**XIX. General Wage Increases**

After applying the adjustments and reclassifications set forth above, make the following general wage increases:

Effective retroactive to July 1, 2024, increase wages across the board by three percent.

Effective July 1, 2025, increase wages across the board by three percent.

Effective July 1, 2026, increase wages across the board by three percent.

**XX. Longevity**

Amend Article 13, Section 3 by deleting the stricken language and inserting the bold language as follows:

Effective July 1, <del>2011 (FY12)</del> <b>2024:</b>	
8-11 years	<del>\$450</del> <b>\$650.00</b>
12-15 years	<del>\$775</del> <b>\$975.00</b>
16-19 years	<del>\$1,085</del> <b>\$1,285.00</b>
20-24 years	<del>\$1,725</del> <b>\$1,925.00</b> plus \$500.00
25 years or more	<del>\$1,725</del> <b>\$1,925.00</b> plus \$800.00

There will be no impact on the percentage longevity option for employees who were eligible for such option prior to July 1, 1997.

**XXI. Wage Reopener**

In the event that the City, in agreement with any other union, ratifies a collective bargaining agreement for the period of July 1, 2024, to June 30, 2027, that contains a general wage increase (a.k.a. "COLA") in excess of three percent per year, the Parties agree that the general wage increase agreed to above will be reopened for further negotiations.

**XXII. Collins Center Study**

Notwithstanding the foregoing Wage Reopener, starting no later than ninety (90) days after the date on which the Collins Center issues its report and submits it in final form to the City, which the City hereby agrees to promptly forward to the Association's President, the Parties will meet to discuss the report and determine whether wage increases should be implemented at that time.

**XXIII. Personal Days**

Amend Article 13, Section 9, Subsection 3 by deleting the stricken language and inserting the bold language as follows:

**All Effective January 1, 2025**, employees hired on or after January 1, 2014, shall receive a maximum of ~~four (4)~~ **five (5) personal days per year.**

**XXIV. Signing Bonus**

Contingent upon ratification of the Successor Contract, the City will pay a one-time, lump sum, non-pensionable signing bonus to each current bargaining unit employee equal to one percent of the employee's fiscal year 2024 base pay.

**XXV. Resolution of Charge of Prohibited Practice**

Following ratification of this Agreement by both Parties, they will promptly execute the Settlement Agreement attached hereto as Attachment 1, which represents a full and final settlement of the pending Charge of Prohibited Practice (MUP-24-11034)..

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

**The Parties have executed this Agreement as of the date set forth below:**

For the Marlborough Municipal Employees Association:

Christine Mufalane

5/15/25

Date

Date

Date

Date

For the City of Marlborough:  
By its Mayor,

[Signature]

5/15/25

Date