

**TOWN OF WHITMAN
AND
WHITMAN TOWN HALL EMPLOYEES ASSOCIATION, OPEIU LOCAL 6**

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Town of Whitman (hereinafter "Town") and the Whitman Town Hall Employees Association, OPEIU, Local 6 (hereinafter "the Union").

WHEREAS, the Town and the Union have entered into a Collective Bargaining Agreement for the period of July 1, 2018 through and including June 30, 2020, which has been extended by two subsequent ratified Memoranda of Understanding through and including June 30, 2022 (hereinafter collectively referred to as the "CBA"); and,

WHEREAS, the Town and the Union have negotiated pursuant to Chapter 150E of the Massachusetts General Laws, the terms and conditions of a successor Collective Bargaining Agreement; and,

NOW, THEREFORE, in consideration of mutual promises contained herein, the County and the Association agree as follows:

1. Prior Agreement and Duration

The terms and conditions of the CBA in effect through June 30, 2022 shall continue in full force and effect for the period of July 1, 2022 through June 30, 2025 except as amended by this Memorandum of Understanding. Unless specifically stated otherwise, the terms of this Memorandum shall become effective on July 1, 2022. All proposals presented by the Parties during the course of these negotiations which are not specifically addressed herein have been withdrawn by the Parties.

2. Article XXV - Duration

Amend to reflect a three year term commencing July 1, 2022 through June 30, 2025.

3. Article IV – Union Security

Amend to read as follows:¹

The Union dues of employees covered by this Agreement will be deducted weekly by the Town from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presented it to the Treasurer-Collector of the Town. The amount of such dues shall be in accordance

¹ Changes to existing contract language is shown as follows: inserted language with *bold italics* and deleted language with a ~~strikethrough~~ font.

with the Constitution of the Union, as certified to the Town Treasurer-Collector from time to time.

~~In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, The Town agrees to deduct an *a voluntary* agency service fee, as a condition of employment, from the salary of every *any* employee in the bargaining unit who has not executed an authorization for dues deduction as provided in Paragraph 1 of this Article *and that elects in writing to pay agency fee*. However, it is understood and agreed that no action by the Town shall be considered against any employee of the bargaining unit for failure to meet his/her Agency Service Fee obligation unless and until the Union certifies in writing to the Town that said employee has not met the obligation imposed by this provision.~~

The Town shall transmit promptly each month to the Union Treasurer the deducted Union dues and *voluntary* agency fees.

The Town agrees to provide the Union with a list of all employees who have union dues or *voluntary* agency service fees deducted from their pay by July 1 of each year.

The Union agrees to indemnify the Town and hold it harmless from any and all claims, demands, suits, actions, or other forms of liability which may arise out of or by reason of any act by the Town in complying with the provisions of this Article.

4. Article VII, Section G -- Parental Leave

Amend to read as follows:

G. ~~Maternity/Paternity~~ *Parental* Leave

The parties agree to follow the provisions of Massachusetts General Laws chapter 149, section 105D and the Family and Medical Leave Act *relative to leaves for the birth, adoption or placement of a child*. ~~If an employee is on approved Maternity/Paternity Leave for the birth of a baby or adoption of a child, and has earned accrued sick leave and vacation credits the commencement of such leave, he/she may use such eligible credits during the Maternity/Paternity Leave. An employee may utilize accrued sick leave during provided the reason satisfies the provisions of Article 17 and is supported by a note from a health care provider. All employees may utilize vacation and personal leave earned and accrued as of the commencement of such leave. Otherwise such Parental Leave shall be unpaid.~~

~~Maternity/Paternity-Parental~~ Leave shall not constitute a break in seniority and an employee on approved ~~Maternity/Paternity~~ *Parental* Leave shall continue to be entitled to health insurance benefits consistent with the provisions of the Family and Medical Leave Act.

5. Economics

A. Appendix A - Wage Classification and Salary Schedule

Increase the Salary Schedule as follows:

1. Effective July 1, 2022- 2%
2. Effective July 1, 2023 – 2.5%
3. Effective July 1, 2024 – 2.5%

B. Appendix A, Part IV – Stipends for Certain Asst. Department Heads

Amend the first two paragraphs to read as follows:

The following positions shall be paid a lump sum annual stipend of \$750.00 ~~\$1,000.00~~: Assistant Town Clerk, Assistant Accountant.

The following position shall be paid a lump sum annual stipend of \$1,000.00 ~~\$1,250.00~~: Assistant Treasurer- Collector.

C. Signing Bonus

Within 30 calendar days of ratification of the MOU by both Parties, a one time, lump sum bonus of Fifteen Hundred Dollars (\$1,500.00) will be paid to all current (as of the date of ratification) employees.

6. Housekeeping

Make all terms in the CBA gender neutral.

This Memorandum is subject to ratification by the parties and approval by Town Meeting. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that electronic signatures or signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

TOWN OF WHITMAN
BOARD OF SELECTMEN

WHITMAN TOWN HALL EMPLOYEES
ASSOCIATION, OPEIU LOCAL 6



Date: 5/2/2022

 PATRECK DALY, BUx AGENT

Date: 4-28-2022