

**Selectboard Executive Session**  
**Upstairs Meeting Room, 1 Avenue A, Turners Falls, MA**  
**MONDAY, May 21, 2019**  
**8:00 PM**

**RE:** Executive Session under G.L. c.30A, §(a)(3) to discuss strategy with respect to collective bargaining (UE and Nage), Votes may be taken

**PRESENT:** Selectpersons Chris Boutwell, Rich Kuklewicz, and Michael Nelson (via phone), and Town Administrator Steven Ellis

**Documents and Exhibits:** Memorandum of Agreement between the Town of Montague and National Association of Government Employees

Ellis: We have begun negotiations with the UE, we've agreed to ground rules, and we have a couple of meetings scheduled with them.

Ellis reviews and discusses with the Board the changes to the Memorandum of Agreement between the Town of Montague and NAGE. Topics discussed include the cost of living adjustment and holiday pay.

*Boutwell makes the motion to approve and sign the Memorandum of Agreement between the Town of Montague and NAGE. Seconded by Nelson, unanimously approved. Boutwell - Aye, Nelson - aye, Kuklewicz - Aye*

*Boutwell makes the motion to adjourn Executive Session. Seconded by Nelson, unanimously approved. Boutwell - Aye, Nelson - aye, Kuklewicz - Aye*

*Boutwell makes the motion to adjourn the regular meeting at 8:13 PM. Seconded by Nelson, unanimously approved. Boutwell - Aye, Nelson - aye, Kuklewicz - Aye*

Approved:

✓ Boutwell

✓ Kuklewicz

✓ Nelson

Release to the Public:

✓ Yes

       Not Yet

8/23/21 Date

Date Released to the Public:

9/15/21

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TOWN OF MONTAGUE  
AND  
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES**

The Town of Montague ("Town") and the National Association of Government Employees ("Union"), having engaged in negotiations for a successor collective bargaining agreement and having now reached an agreement on same, hereby agree to the terms of a new collective bargaining agreement, which is to be effective from July 1, 2019 through June 30, 2022, and which shall carry forward all of the written provisions of the parties' agreement expiring on June 30, 2019 except as modified by the following:

**1. Appendix A (Wage Schedules)**

Amend to reflect the following changes:

Effective July 1, 2019 – 1.0% across-the-board cost-of-living adjustment  
Effective July 1, 2020 – 1.5% across-the-board cost-of-living adjustment  
Effective July 1, 2021 – 1.5% across-the-board cost-of-living adjustment

Amend to reflect the following changes:

Effective July 1, 2019 – Add Step 11 at 2.5% above Step 10; Delete Step 1  
(resulting in steps 2-11 on new scale)

*Note:* The parties' agreement to modify the wage scale shall have no impact on bargaining unit members' scheduled step raises; i.e. members shall advance one step on the wage scale on July 1, 2019.

**2. Article 19 (Compensation and Wages)**

Amend Section E to read as follows:

"There shall be a shift differential for regularly scheduled second and third shifts of ~~thirty-five~~ fifty cents (~~50~~35¢) and ~~fifty-seventy~~ cents (~~50~~70¢) respectively."

Add Section F to read as follows:

"The Town shall assign a library employee to perform additional management responsibilities as assigned from time to time. This employee shall be entitled to an annual stipend of \$3,500 in exchange for performance of these duties."

### 3. Article 15- Layoff and Recall

Amend Section A to read as follows

"When in the discretion of the Town it is necessary to lay off (an) employee(s) within a job classification and/or department of a unit, layoffs within a classification shall be done by seniority. ~~the Town shall continue to employ the employee(s) who, in its discretion, is (are) most qualified to perform the work. In the event the Town designates two (2) or more employees within a job classification and/or department of a unit as equally qualified to perform the work, the Town agrees to lay off the employee(s) with the least seniority within the job classification and/or department of the unit.~~" The term "classification" shall mean an employee's job title or job classification, and not his/her "grade".

### 4. Article 27 (Sick Leave)

Amend Section (C)(2) to read as follows:

"In emergency circumstances, as part of their annual sick leave, an employee may be granted paid sick leave, up to the equivalent of his/her average hours worked during a period per of two weeks, to be used in the event of a serious illness or injury to an immediate family member, as defined in Article 24, after the employee has made a reasonable effort to find another care provider."

### 5. Article 25 (Court and Jury Leave)

Amend Section B to read as follows:

"An employee who is required to report for involuntary jury duty on days that he or she is scheduled to work shall be paid their regular wages for the first three (3) days of jury duty provided:

- (1) the employee notifies his or her supervisor that he or she has received a notice to report for jury duty within twenty-four (24) hours of receiving such notice;
- (2) the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day; and
- (3) the employee furnishes evidence satisfactory to the Town that he or she reported to court and served as a juror.

Following an employee's third continuous day of jury service, he/she shall be entitled to compensation from the Town in the amount of the difference between his/her regular pay and any compensation received from the state.



6. Article 6 (Agency Shop and Checkoff Dues Dues Checkoff)

Revise to read as follows:

- A. The Town agrees to deduct current dues weekly for any employee covered by this Agreement who so individually authorizes the Town in writing on the form below, and promptly remit the same to the Financial Secretary and/or Treasurer of the Association.

APPLICATION FOR MEMBERSHIP  
~~Town of Montague Employee Association~~ National  
Association of Government Employees  
One Avenue A  
Turners Falls, Massachusetts 01376  
AUTHORIZATION FOR PAYROLL DEDUCTION

To: Town of Montague

From: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings each week, the amount of Association membership dues ~~or agency service fee~~. This amount shall be paid to the Association on my behalf. These deductions may be terminated by me by giving a sixty (60) days written notice in advance to both the Town and the Association, or upon termination of my employment.

\_\_\_\_\_  
(Employee Signature)

- B. The Association agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or other form of legal action or litigation arising from or related to any good faith compliance or action within this Article taken by the Town in reliance upon any information, list, notice, statement, or authorization for the checkoff of Association dues, ~~agency service fees~~ or any other monies delivered to the Association by the Town.
- C. ~~The Town agrees to levy a service fee in accordance with the federal and state laws with respect to all current and future employees covered by this Agreement upon authorization of the employee.~~

**7. Article 10 (Adjustment of Grievances)**

Amend Step 4 of Paragraph C to read as follows:

"If the grievance is not resolved at Step 3, the Association shall ~~may~~ submit a request for arbitration in writing with the ~~Board of Selectmen~~ the American Arbitration Association within twenty (20) working days after the employee receives the Step 3 response. The request for arbitration shall specify the provision(s) of this Agreement that allegedly have been violated and shall state the relief or remedy sought. ~~Within ten (0) working days of submitting such request, the Association shall file a written notice of arbitration with the American Arbitration Association.~~

The Town Administrator or his or her designee and the Association shall select an arbitrator pursuant to the provisions of the American Arbitration Association's voluntary Labor Arbitration Rules. By mutual agreement the parties may agree to submit any grievance to arbitration through the Massachusetts Board of Conciliation and Arbitration Department of Labor Relations."

**8. Article 36 (Duration)**

Revise to read as follows:

"The provisions of this Agreement shall take effect on July 1, ~~2016-2019~~ and shall continue in full force and effect until and including June 30, ~~-2022~~ 2019. This Agreement shall automatically be renewed from year to year thereafter unless written notice is given by either party to the other at least ninety (90) days prior to the expiration date that termination or modification of the Agreement is desired."

**9. Appendix C (Drug and Alcohol Policy)**

Amend the following paragraph to read as follows:

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting drug usage. ~~Employees who successfully complete a rehabilitation program shall be guaranteed no disciplinary action and the right to return to their job.~~ Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

Delete the following paragraph:

"The Town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted."

## **10. Title and Name Change**

Revise Title Page and Article I to reflect change from TOMEA to NAGE; change all references from "Association" to "NAGE" or "Union."

## **11. Article 4 (Recognition)**

Revise Paragraph 1 by replacing IBPO with NAGE.

## **12. Article 16 (Job Vacancies)**

Revise Section A to read as follows:

"Whenever the Town determines to fill a vacancy within the bargaining unit, other than a temporary vacancy, the Town shall post the job for five (5) work days on the appropriate bulletin boards, during which time interested employees may submit written bids to the Town Administrator. In posting a job, the Town may establish a minimum term of up to one (1) year during which time the employee who fills the job may not, without a specific and written waiver, bid on another job posting. In deciding upon the appointment, the Town will consider bargaining unit, job classification and department seniority, and shall also consider the employee's attendance record, health, qualifications and experience. Prior disciplinary action may also be considered if relevant, in the discretion of the Town, to the requirements of the posted job."

## **13. Article 21 (Vacations)**

Revise Section E to read as follows:

~~"E.—The Town may shall~~ compensate an employee for unused vacation time for which he or she is eligible upon separation from employment with the Town in lieu of providing time off in the following circumstances.

~~1. — Voluntary termination, provided the employee has provided the Town with at least ten (10) work days written notice of such termination;~~

~~2. — Involuntary layoff;~~

~~3. — Retirement, provided the employee has complied with any and all statutory requirements; and~~

~~4. — Induction into military service, excepting reserve duty, provided the employee has provided the Town with at least thirty (30) days written notice.~~



In the event of the death of an employee eligible for vacation time, the Town agrees to compensate the estate of the employee in accordance with legal requirements. ~~An employee who is involuntarily terminated for just cause shall not be compensated for unused vacation time.~~

#### **14. Article 28 (Parental Leave)**

Revise Section B to read as follows:

“Parental leave is provided only for situations relating to the birth of a child or for disabilities caused or contributed to by pregnancy, or for the adoption of a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) who is mentally or physically disabled. A full-time regular employee is entitled to up to eight (8) consecutive weeks of unpaid leave if the employee complies with the following conditions:

1. the employee has ~~completed the probationary period~~been continuously employed by the Town for three (3) months; and
2. the employee gives two (2) weeks notice of his or her expected departure date and notice that he or she intends to return to work.

#### **15. Appendix E (Dispatchers)**

Add the following Paragraph:

##### Article 20 (Holidays)

Amend Section B to read as follows:

“In the event that ~~an employee~~ a dispatcher actually works on a holiday ~~other than Thanksgiving or Christmas~~, he or she shall be paid at a rate of one and one-half (1½) his or her regular rate of pay for hours actually worked in addition to holiday pay. In the event that a dispatcher actually works on Thanksgiving or Christmas, he or she shall be paid at a rate of two (2) times his or her regular rate of pay for hours actually worked in addition to holiday pay.

#### **16. WPCF Administrative Assistant/Lab Technician (Grade D)**

Due to restructuring of WPCF, the Town shall not be required fill the WPCF Administrative Assistant/Lab Technician (Grade D) upon retirement of incumbent.

The implementation of this agreement shall be subject to ratification of the Union membership.

TOWN OF MONTAGUE

NATIONAL ASSOCIATION OF  
GOVERNMENT EMPLOYEES

By its Selectboard

\_\_\_\_\_  
Rich Kuklewicz, Chair

\_\_\_\_\_  
Christopher Boutwell

\_\_\_\_\_  
Michael Nelson

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_



# NAGE

## Final Agreement: 1 (+Step), 1.5, 1.5

Wage Obligations			Current Obligation	With New Contract	Annual Net Cost	Annual Increase
FY19	COLA	STEP	1,290,588			
FY20	1.0%	Add 11	1,313,107	1,331,960	41,372	3.2%
FY21	1.5%		1,335,236	1,374,676	61,568	3.3%
FY22	1.5%		1,354,409	1,418,980	83,743	3.3%

## Previous Offer: 0 (+Step), 1.5, 1.5

Wage Obligations			Current Obligation	With New Contract	Annual Net Cost	Annual Increase
FY19	COLA	STEP	1,290,588			
FY20	0.0%	Add 11	1,313,107	1,318,789	\$ 28,201	2.2%
FY21	1.5%		1,335,236	1,360,994	\$ 47,887	3.2%
FY22	1.5%		1,354,409	1,404,860	\$ 69,623	3.3%