



Town of Bellingham
Bellingham Municipal Center
10 Mechanic Street
Bellingham, Massachusetts 02019
Phone: 508-657-2802
Fax: 508-966-4425

The Town's proposal is contingent upon the Union agreeing to the entire proposal. The Town reserves the right to withdraw the offer if it is not ratified by the Union on or before September 28, 2022

MEMORANDUM OF AGREEMENT FOR SUCCESSOR CBA

BETWEEN

TOWN OF BELLINGHAM

AND

AFSCME Council 93 Local 747 Municipal Center Employees

This Memorandum of Agreement sets forth the material terms of a three year Agreement between the Town of Bellingham ("Town") and the AFSCME Council 93 Local 747 Municipal Center Employees ("Union") covering the period July 1, 2022--June 30, 2025 which the parties' negotiating teams have reached in the process of negotiations. It is subject to ratification by the Union membership and the Bellingham Board of Selectmen and funding by November 2022 Bellingham Town Meeting on in accordance with the provisions of M.G.L. c. 150E. Except as modified in this Memorandum, the terms and conditions of the current Agreement will be carried forward into the new Agreement. If it is not ratified and funded, both parties will be free to return to prior bargaining positions and this document and/or the terms in it shall not be admissible in any proceeding. If it is ratified and funded, a new integrated Collective Bargaining Agreement ("CBA") shall be prepared. which incorporates the material terms of this Agreement into the parties' current CBA, i.e., the last fully integrated and signed CBA (July 1, 2015-June 30, 2018) and subsequent Memorandums of Agreement.

1. Exhibit C: Wage Scale by Labor Grade

FY23 3% 7/1/2022
FY24 3% 7/1/2023
FY25 3% 7/1/2024

Steps as listed in Exhibit C will be changed to be made up of four (4) steps as follows (attached):

Step 3 will become Step 1
Step 4 will become Step 2
Step 5 will become Step 3
Step 6 will become Step 4

Both Parties agree to the re-organization of the Finance Offices as proposed during this Off The Record negotiation

Amend Article XXI –

Effective July 1, 2021 newly hired Public Safety Dispatchers will be paid at the Grade 9, Step 1 rate in effect on start date. Upon satisfactory completion of training the employee will be moved to the Grade 9 Step 4 rate of pay in effect at that time.

Replace with-

Effective July 1, 2022, newly hired Public Safety Dispatchers will be paid at the Grade 9, Step 1 rate in effect on start date. Upon satisfactory completion of training, the employee will be moved to the Grade 9, Step 2 rate of pay in effect at that time.

2. XXIV Duration -Contact term- 07/01/2022-06/30/2025

3. Article X- Job Posting and Bidding Section 1 – All available openings, which are not filled by recall of an employee on lay-off shall be posted in a conspicuous place for a period of ten (10) calendar days.

Employees who wish to be considered for such jobs shall submit a bid, in writing, to the Department Head for the open position and to the Human Resources Department during the ten (10) calendar day posting period.

4. Article XIII Section 3 Overtime – DPW AFSCME Clerical staff will be paid double their regular straight time hourly rate for time worked on a paid holiday in addition to the regular holiday pay only when called in during a snow and ice event as declared by the Department Head.

5. Article XIV Holidays - Juneteenth will be added to the list, when falls on a Saturday it will be observed on Friday and when falling on a Sunday it will be observed on Monday.

(Clarification – all days off are paid as total established weekly hours divided by number of established days worked each week)

6. Article VI (sic) Longevity – Annual Longevity base shall be increased from \$175.00 to \$200.00 upon completion of five (5) years continuous full-time employment. Based on the \$200.00, \$35.00

for each additional year of full-time service. These payments will be made on or about July 1st each year.

7. **Article XX Leaves of Absence Section 4** – Leave of Absence for reason of Military Leave will be followed as defined by state law at the time of leave.
8. **Exhibit B & D** – Upgrading positions as reflected in attachment and create mutually agreed upon updated job descriptions for each
9. **Article 21 Section 10** - Public Safety Dispatchers maintaining First Aid with CPR and Adult Heart Saver AED certifications shall receive an annual stipend of \$500.00 to be paid on or about December 1st

Article XXIII Miscellaneous

Section 11 AFSCME Contract pg 32 attached

Replace: “Beth Cornell-Smith, the incumbent Assistant Town Treasurer-Human Resources....”

with “The incumbent Assistant Town Treasurer-Human Resources...”

Replace: “Beth Cornell-Smith shall cease to be a member....”

with : “however, the incumbent shall cease to be a member....”

Replace: “Cornell-Smith shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit”

with: “The Human Resources Director shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit unless so deemed by the Town Administrator as the Appointing Authority due to unplanned, extraordinary and/or unforeseeable circumstances as necessary.”

Exhibit E MOA dated 9/15/2010

Paragraph II – “.... AFSCME contract pg 96 attached

Replace: “Beth Cornell-Smith, the incumbent Assistant Town Treasurer-Human Resources....”

with “The incumbent Assistant Town Treasurer-Human Resources...”

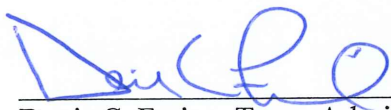
Replace: “.... Cornell-Smith shall cease to be a member....”

with : “however, the incumbent shall cease to be a member....”

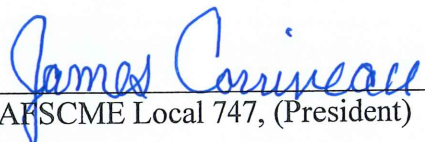
Replace: "Cornell-Smith shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit"

with: "The Human Resources "The Human Resources Director shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit unless so deemed by the Town Administrator as the Appointing Authority due to unplanned, extraordinary and/or unforeseeable circumstances as necessary."

In Witness where of, the duly authorized representatives of the parties of this Agreement have been set forth their hand dated _____, 2022.



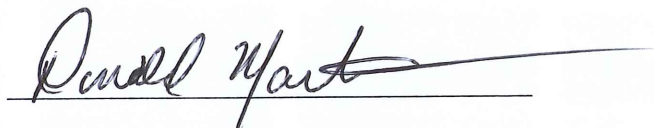
Denis C. Fraine, Town Administrator




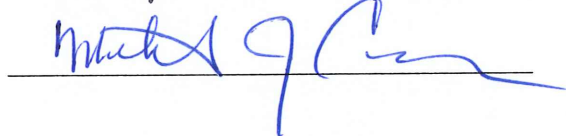
AFSCME Local 747, (President)

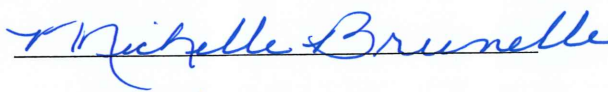
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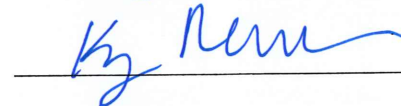
AFSCME Council 93 – Local 747

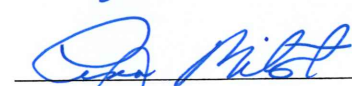


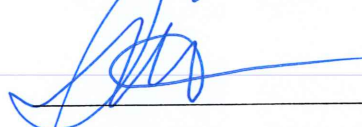


















Effective July 1, 2022						
3% increase			Step 1	Step 2	Step 3	Step 4
LABOR GRADE	STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6
8	19.08	20.17	21.14	22.27	23.59	24.90
9	20.17	21.14	22.27	23.59	24.90	26.22
10	21.14	22.27	23.59	24.90	26.22	27.54
11	22.27	23.59	24.90	26.22	27.54	28.78

Effective July 1, 2023				
3% increase	Step 1	Step 2	Step 3	Step 4
LABOR GRADE	STEP-3	STEP-4	STEP-5	STEP-6
8	21.77	22.94	24.30	25.65
9	22.94	24.30	25.65	27.01
10	24.30	25.65	27.01	28.37
11	25.65	27.01	28.37	29.64

Effective July 1, 2024				
3% increase	Step 1	Step 2	Step 3	Step 4
LABOR GRADE	STEP-3	STEP-4	STEP-5	STEP-6
8	22.42	23.63	25.03	26.42
9	23.63	25.03	26.42	27.82
10	25.03	26.42	27.82	29.22
11	26.42	27.82	29.22	30.53

The above chart is intended to represent the agreed upon increase identified within the attached MOA:

FY23 3%

FY24 3%

FY25 3%

Exhibit C

Effective July 1, 2021						
2% increase						
LABOR GRADE	STEP 1	STEP 2	STEP 3	STEP4	STEP 5	STEP 6
8	18.52	19.58	20.52	21.62	22.90	24.17
9	19.58	20.52	21.62	22.90	24.17	25.46
10	20.52	21.62	22.90	24.17	25.46	26.74
11	21.62	22.90	24.17	25.46	26.74	27.94

Effective July 1, 2022						
3% increase			Step 1	Step 2	Step 3	Step 4
LABOR GRADE	STEP 1	STEP 2	STEP 3	STEP4	STEP 5	STEP 6
8	19.08	20.17	21.14	22.27	23.59	24.90
9	20.17	21.14	22.27	23.59	24.90	26.22
10	21.14	22.27	23.59	24.90	26.22	27.54
11	22.27	23.59	24.90	26.22	27.54	28.78

Effective July 1, 2023				
3% increase	Step 1	Step 2	Step 3	Step 4
LABOR GRADE	STEP 3	STEP4	STEP 5	STEP 6
8	21.77	22.94	24.30	25.65
9	22.94	24.30	25.65	27.01
10	24.30	25.65	27.01	28.37
11	25.65	27.01	28.37	29.64

Effective July 1, 2024				
3% increase	Step 1	Step 2	Step 3	Step 4
LABOR GRADE	STEP 3	STEP4	STEP 5	STEP 6
8	22.42	23.63	25.03	26.42
9	23.63	25.03	26.42	27.82
10	25.03	26.42	27.82	29.22
11	26.42	27.82	29.22	30.53

The above chart is intended to represent the agreed upon increase identified within the attached MOA:

Y23 3%
 FY24 3%
 FY25 3%



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August 24, 2022

Treasurer/Collector Reorganization

The Treasurer/Collector office will be reorganized effective with the approval of the 2022-2025 Collective Bargaining Agreement in the following manner:

- A non-AFSCME position of Assistant Treasurer/Collector shall be established. The position shall be offered to qualified AFSCME members before any external posting. The Town's objective shall be to select a qualified candidate from the Bargaining Group.
- The Grade 10 Assistant Treasurer/Collector position, currently occupied by Michelle Nowlan, shall have the title changed to Payroll Coordinator to reflect the actual duties performed by this position. The Town shall create a job description to specifically identify the responsibilities. The position shall remain at Grade 10.
- The Grade 10 Assistant Treasurer/Collector position, currently occupied by Lindsey Gentile, shall have the title changed to Deputy Assistant Treasurer/Collector. The Town shall create a job description to specifically identify the responsibilities. The position shall remain at Grade 10.
- In the event the Grade 8 position in the Treasurer/Collector's office is vacated for any reason the Town shall have the right to leave the position vacant until such time as it determines the need to fill the position. The Grade 8 position shall not be eliminated.

Town of Bellingham
Employee Salary History Change Report

Exhibit B		
<u>Description</u>	<u>Grade</u>	
Library Custodian	8	
Library Technician	8	
Library Technician	8	
Library Technician	8	
Senior Clerk - COA	8	
Senior Clerk - Treasurer/Collector	8	
Senior Clerk - Board of Health	9	
Principal Clerk - Highway	9	
Principal Clerk - Water	9	
Police Dispatch	9	
Police Dispatch	9	
Police Dispatch	9	
Police Dispatch	9	
Police Dispatch	9	
Administrative Assistant to Building Inspector	10	
Police 40 hr administrative assistant	10	
Police 30 hr administrative assistant	10	
Assessment Tech	10	
Administrative Assistant to DPW Director	10	
Assistant Town Accountant	10	
Assistant Town Clerk	10	
Deputy Assistant Treasurer Collector	10	formerly Asst T/C
Payroll Coordinator	10	formerly Asst T/C
Fire Administrative Assistant	10	
Senior Police Dispatcher	10	
Plumbing and Gas Inspector	11	

employees outside of the bargaining unit (including senior citizens working on tax abatement programs and students working as interns) to perform work normally performed by members of the bargaining unit. However, the parties further agree that in order to provide for the continued and uninterrupted service to the citizens of Bellingham, the Employer may employ senior citizens working on the tax abatement program on an intermittent basis, but only for the purpose of allowing members of the Municipal Center Employees bargaining unit to take days off using their accrued leave or compensatory time off as provided by this Agreement. The parties Memorandum of Agreement dated September 15, 2010 shall be included in "EXHIBIT E", attached hereto and made a part hereof, and shall remain a part of this agreement for so long as positions listed above remain vacant or on an altered/reduced work schedule.

SECTION 11

PERSONNEL CHANGES

Effective September 15, 2010 the Employer and the Union agree that certain duties shall no longer be performed by the bargaining unit position of Assistant Town Treasurer - Human Resources or other members of the bargaining unit. Beth Cornell-Smith, the incumbent Assistant Town Treasurer - Human Resources, shall continue to perform these duties, however Cornell-Smith shall cease to be a member of the Municipal Center Employees bargaining unit and the Union, and Cornell-Smith shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit. The duties of the bargaining unit position of Assistant Town Collector (vacant by mutual agreement of the parties) and the remaining duties of the bargaining unit position of Assistant Town Treasurer - Human Resources shall be combined into a single job description, and two (2) new positions to be known as Assistant Town Treasurer/Collector shall be created within the Municipal Center Employees bargaining unit. The pay grade for the new bargaining unit positions of Assistant Town Treasurer/Collector shall be a Grade 10 as provided in Article XI - Rates of Pay, and Exhibit C. The job description for the newly created positions of Assistant Town Treasurer/Collector shall be incorporated into Exhibit D.

The Employer shall provide the Union with written notice (via electronic e-mail) and in a timely manner (within the payroll period in which the action is effective) of all personnel actions, i.e. layoffs, new hires, promotions, reductions in the workforce, resignations, retirements, and transfers for members of all bargaining units represented by the Union, including employees of the Bellingham School Department. Said notices shall be sent to an e-mail address provided to the Employer by the Union, and currently local747@hotmail.com.

Memorandum of Agreement
Town of Bellingham
and
American Federation of State, County, and Municipal Employees
AFL-CIO, State Council 93, Local 747
9/15/2010

This memorandum of agreement sets forth the terms and conditions agreed to by the parties as they relate to a proposal made by the Town of Bellingham, hereinafter referred to as the Employer, to AFSCME Council 93 - Local 747, hereinafter referred to as the Union, to remove certain duties currently performed by the bargaining unit position of Assistant Town Treasurer - Human Resources from the Municipal Center Employees bargaining unit. The parties agree that:

- I. The duties listed in Attachment #1 to this agreement shall no longer be performed by the bargaining unit position of Assistant Town Treasurer - Human Resources or other members of the Municipal Center Employees bargaining unit.
- II. Beth Cornell-Smith, the incumbent Assistant Town Treasurer - Human Resources shall continue to perform the duties listed in Attachment #1 to this agreement, and with the signing of this agreement Cornell-Smith shall cease to be a member of the Municipal Center Employees bargaining unit and the Union. Cornell-Smith shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit.
- III. The duties of the bargaining unit position of Assistant Town Collector (currently vacant by mutual agreement of the parties) and the remaining duties of the bargaining unit position of Assistant Town Treasurer - Human Resources shall be combined into a single job description, and two new positions to be known as Assistant Town Treasurer/Collector shall be created within the Municipal Center Employees bargaining unit.
- IV. The pay grade for the two new bargaining unit positions of Assistant Town Treasurer/Collector shall be a Grade 10 as provided in Article XI- Rates of Pay and Exhibit C of the collective bargaining agreement (CBA).
- V. The job description for the two newly created positions of Assistant Town Treasurer/Collector shall be as provided In Attachment #2 to this agreement, and shall be incorporated into Exhibit D of the CBA.
- VI. Immediately upon signing of this agreement the two new bargaining unit positions of Assistant Town Treasurer/Collector shall be posted as available openings in accordance with Article X - Job Posting and Bidding of the CBA.
- VII. If Elaine Szamreta, the Incumbent Senior Clerk - Treasurer/Collector's Office (a bargaining unit position) submits a successful bid on either of the available openings listed in item VI of this agreement, and if she is awarded a position as Assistant Town Treasurer/Collector then the parties agree that the position of Senior Clerk - Treasurer/Collector's Office shall