

**Memorandum of Agreement  
Between  
Town of Randolph  
And  
SEIU Local 888  
Randolph Town Hall and Library Workers  
1/17/2023**

WHEREAS, the Collective Bargaining Agreement (the "Agreement") between the Town of Randolph ("Town") and the SEIU Local 888 Randolph Town Hall and Library Workers ("the Union") expired as of June 30, 2022; and

WHEREAS, the Town and the Union have bargained collectively for a new collective bargaining agreement (the "New Agreement") for the period July 1, 2022 through June 30, 2025; and

WHEREAS, the Town and the Union have reached an agreement, as described herein; and

WHEREAS, the parties have agreed to execute this Memorandum of Agreement ("MOA") pending the final drafting and execution of the New Agreement, which New Agreement shall incorporate all of the changes contained in this MOA into the existing Agreement (consisting of the FY 2016 – 2019 collective bargaining agreement, as modified by the July 23, 2019 Memorandum of Agreement and associated documents between the parties);

NOW THEREFORE, in consideration of the mutual promises contained herein, and subject to the required ratifications and funding, the Union and the Town hereby agree that the New Agreement shall consist of the prior Agreement, as modified herein, and that the parties shall be bound by the terms of the New Agreement, as described in this MOA, from the effective date of this MOA and retroactively as described herein.

**1. Article V: Work Hours, Work Day, and Work Week - Rest Periods**

**Under Article V(A), subparagraph number 5, regarding Rest Periods, the paragraph shall be amended as follows:**

**"Each full-time employee shall be granted ~~a ten minute rest period~~ one (1) fifteen-minute (15 minute) rest period per three and one half (3.5) hour shift. ~~each morning, each afternoon, and each evening.~~ The rest period time shall be ~~scheduled~~ included at the discretion of the Department Head.**

**Also delete from prior MOA: ~~Each bargaining unit member working up to and including 5 hours per day will be eligible for one ten (10) minute rest period.~~**

**2. Article V: Work Hours, Work Day, and Work Week - Animal Control Officer, Animal Control Department, Local Inspector and Office Engineer.**

**In Article V: Work Hours, Work Day, and Work Week, remove the terms "Animal Control Officer", "Animal Control Department", "Local Inspector" and "Office Engineer" wherever**

they appear. Remove any corresponding headings and terms relating specifically to these positions.

3. **Article V: Work Hours, Work Day, and Work Week - Library/Community Programs Group.**

Under Article V(A), under the heading "Work Times", amend subparagraph F regarding "Library Group" to provide for the following:

**Library/ Community Programs Group**

\*Reclassify Grade 7 -Head Clerk to Administrative Assistant - Grade 8

\*Add Custodian at RICC, Grade 3, Step 1 at 32 hours to be increased to 40 hours depending on department need to be determined by Town Manager.

\*Re-letter these subparagraphs to make the lettering sequential, as needed for formatting consistency.

4. **Article V: Work Hours, Work Day, and Work Week - Overtime.**

Under Article V(A), under the heading "OVERTIME", make the following amendments to the third, fourth, fifth and sixth subparagraphs:

**A) - OVERTIME (subparagraphs 3-6):**

Overtime work for employees shall be rotated on an equitable basis as far as is practical for Town Hall employees, and at the discretion of the department head. The overtime log shall be kept by and administered by the Department Head and shall be open to the Local 888 SEIU Bargaining/Grievance Committee for perusal. If an employee can not or will not accept overtime for any reason, the employee shall be passed over and go to the bottom of the overtime list. The overtime list shall be made up by seniority in each department.

For library employees only - if there are open shifts available one (1) email with monthly overtime opportunities will be sent each month giving SEIU employees four (4) days to respond with availability. Shifts will be assigned on a straight (not rolling) seniority basis. In the event that more overtime opportunities arise throughout the month the Town will send a mass text message to all SEIU employees in that department offering the shift (SEIU employees may opt-in or opt-out of this opportunity, must be in writing provided to the department head if opting out). The most senior person to respond within 60 minutes of the mass text message will receive the shift. After 60 minutes, the first person to respond will receive the shift.

Also delete from prior MOA: Overtime work for employees shall be rotated on an equitable basis as far as is practical, and at the discretion of the department head. For employees of the library, the means of communication of overtime shifts shall be decided by the department head regarding the library overtime call list.



5. **Article V: Work Hours, Work Day, and Work Week - Evening Office Hours/ Flex Time.**

**Under Article V(D), regarding “EVENING OFFICE HOURS/ FLEX TIME”, the paragraph shall be amended as follows:**

The Town Manager may designate town departments that shall be open on Monday nights until 7:00 p.m. Employees in the selected departments will be required to work no more than two Mondays in any one month. Time accumulated will accrue on an hour for hour basis and must be taken within 60 days of accrual. Alternatively, should the Town Manager decide to close Town Hall early on Fridays and, concurrently, open Town Hall for a later, evening shift during the week, the standard work week hours would be adjusted accordingly and Town Hall employees would not be eligible for shift differentials.

6. **Article VI: Insurance**

**Under Article VI, regarding Insurance, amend paragraph B as follows:**

- A) **Insurance (Housekeeping):** Local 888/SEIU and the Town of Randolph agree to provide health insurance benefits consistent with the Memorandum of Agreement signed between the Town of Randolph and the Public Employee Committee in December 12, 2019 or any successor agreement executed between the parties June of 2014. This agreement shall govern the insurance benefits provided to members of Local 888/SEIU unless applicable State law changes.

**B) Insurance Offset -**

An SEIU employee that is currently eligible and enrolled in the Town's health insurance plan, shall be eligible for a \$1,000 insurance offset payment in the first fiscal year every year that the employee declines the Town's health insurance. An SEIU employee that is currently eligible and has never enrolled in the Town's health insurance plan, shall be eligible for a \$500 insurance offset payment each year that the employee continues to decline the Town's health insurance plan. This one-time payment shall be paid in June of the first every fiscal year without Town health insurance.

7. **Article VII: Salary Schedule**

**Delete Article VII(A), regarding “SALARY SCHEDULE”, (and delete Article 7A - Salary Schedule and Wage Reopener - from the prior MOA) and replace those sections with the following:**

**ARTICLE VII:**

A) **SALARY SCHEDULE**

It is agreed that an employee shall not receive more than fifty-two (52) weeks' salary in a fiscal year, including vacation leave allowance. All fiscal years are subject to appropriation by Town Council for each year.

The parties agree to the following Salary Schedule for FY 2023 - FY 2025:

3% increase (retro pay) for Fiscal Year 2023

2% increase for Fiscal Year 2024

2% increase for Fiscal Year 2025

Add one step to each grade beginning in FY25.

**FY 2023 Bonus Pay:** Full-time and part-time Town of Randolph SEIU employees (who are still employed with the Town of Randolph as SEIU employees as of the date that the bonus payment is made) who were Town of Randolph SEIU employees at any time from March 18, 2020 through September 7, 2021, and who were directed to report to work as an in-person SEIU employee during that time period (whether fully in-person or via a partial or hybrid in-person schedule), shall receive a one-time bonus payment in the amount of \$1,000 for qualifying full-time (35 hours or more) employees and in the amount of \$500 for qualifying part-time employees."

The parties shall create and include a replacement salary chart indicating the wages for Fiscal Years 2023 - 2025, as mutually agreed, to replace the salary chart that is currently included in Article VII(A) of the Agreement.

## **8. Article VIII: Paid Holidays**

**Delete Article VIII, regarding "PAID HOLIDAYS", and replace that section with the following:**

The following days shall be recognized as paid legal holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

Whenever one of these holidays falls on a Saturday, the previous day shall be a paid legal holiday, and when one of these holidays falls on a Sunday, the following day shall be a paid legal holiday.



On the last workday before Christmas Day and on the last workday before New Year's Day, Town Departments will close at Noon.

Library employees will not be required to work the Tuesday after a Monday holiday if the Library is normally closed on Monday.

Notwithstanding the foregoing, when Christmas Eve and/or New Year's Eve occur on a Saturday, the Turner Free Library shall close for the day on Christmas Eve and close early, at 12pm on New Years Eve.

#### 9. Article IX: Longevity Increments

Delete Article IX(A) regarding "LONGEVITY INCREMENTS", and replace that section with the following:

- A) An SEIU employee of the Town who has been in continuous full-time or part-time (prorated) employment for ten years shall be paid, in addition to the compensation for the position as set forth in this agreement, annual increments in the amount of five hundred dollars (\$500.00) and an additional amount of ~~seventy-five (75) dollars~~ **one-hundred (100) dollars** for each year of such employment served over ten (10) years with unlimited accumulation. An employee shall be eligible for such longevity increments the next January 1st following completion of ten (10) years of service. Longevity shall be payable in whole, in December of each fiscal year. ~~For longevity purposes only, a part time employee shall be defined as an employee who has worked twenty (20) hours or more per week for a minimum of ten (10) years. Longevity payments shall be prorated for eligible part-time employees.~~

#### 10. Article X(E): SICK

Delete Article X(E)(1) regarding "SICK", and replace that subsection with the following:

- 1) An employee in continuous employment who has completed thirty (30) weeks of service following original employment shall be allowed fifteen (15) days of leave with pay each calendar year, or one and one-quarter (1 ¼) days per month thereof if in any year his/her employment is less than thirty (30) weeks, ~~provided such leave is caused by sickness or injury or by exposure to contagious disease.~~ One (1) earned leave day will be granted for each six (6) consecutive six months in which a member of the bargaining unit does not take a sick day, and an additional earned leave day will be granted for each continuous six (6) months thereafter in which an employee does not take a sick day. **Sick time is not vacation time. Sick time is to be used only for the following purposes:**
1. **because you are sick or injured or otherwise unable to perform your job functions for a health-related reason;**
  2. **to attend a dental or medical appointment; or**
  3. **to engage in a wellness program or other periodic health care program or appointment.**

In addition, up to 3 of the employee's earned sick days per year may be used for care of a family member.

**11. Article X(F): SICK LEAVE BUY BACK - Deferred Compensation**

**Delete Article X(F)(2) regarding "Deferred Compensation", and replace that subsection with the following:**

**2. Deferred Compensation**

The Town shall buy back, at the specific request of the SEIU employee, up to five (5) sick days per fiscal year. The Town agrees to place ~~fifty percent (50%)~~ one hundred percent (100%) of the present value of each sick day bought back through this provision agreement into an employee's deferred compensation account designated for the employee, effective for fiscal year 2023 2021. That request shall be made by the employee prior to May 1<sup>st</sup> of each fiscal year and paid to the deferred comp account by the Town on or before the first pay period in June.

**12. Article X(G): VACATION**

**Add the following language to Article X(G)(2) regarding "Vacation":**

Any SEIU employee who has worked 30 or more years for the Town of Randolph shall be eligible, annually, for 30 days of vacation time +1 additional day of vacation time for each year they have worked for the Town beyond 30 years. This amount shall be pro-rated for part-time employees.

Also update the chart of vacation time contained in this section of the Agreement to reflect this language change.

**13. Article X(L): FAMILY AND MEDICAL LEAVE ACT**

**Add the following new Section L to Article X regarding "Family and Medical Leave Act":**

**L) LEAVE - FAMILY AND MEDICAL LEAVE ACT**

Town of Randolph SEIU employees will be eligible for the Family and Medical Leave Act ("FMLA"), as described in that Act and as described in the Town of Randolph Employee Handbook, as the Act and the Handbook may be amended from time to time.

**14. Article XIII: JOB OPENINGS AND JOB POSTINGS**

**Keep Article XIII as is regarding "JOB OPENINGS AND JOB POSTINGS", and add the following:**

**Article XIII PROBATIONARY PERIOD and REVIEWS**



- A) **PROBATIONARY PERIOD REVIEW** - There shall be a six-month Probationary Period for all new employees in an SEIU bargaining unit position (the Probationary Period does not apply to any employee who has been employed in a Town of Randolph SEIU bargaining unit position and who is hired directly into another such Town SEIU position). During this Probationary Period, the employee may be terminated at-will, at the discretion of the Town, if the employee does not appear to be a good match for the position.

All new SEIU employees shall meet with their Department Head on their three month anniversary before six months of employment have passed. During this meeting the Department Head shall present the employee with a review (utilizing a standardized review form) indicating positive and/or negative feedback. This shall give the SEIU employee an opportunity for improvement before the conclusion of their Probationary Period.

- B) **ANNUAL REVIEW** - All SEIU employees shall be provided an a-self-evaluation form by June 1st of each calendar year. They shall complete the self-evaluation form by June 15th and submit it to their Department Head. In July of each year, each SEIU employee will then be given a written evaluation by their Department Head on a standardized form, which shall include goals for the employee for the upcoming fiscal year.

**15. Article XX: DUES OR AGENCY SERVICE FEE**

**Article XX, regarding “DUES OR AGENCY SERVICE FEE”, shall be amended as follows:**

**\*\*Keep article language the same as currently shows on contract except adding the following:**

**“Union dues, agency fees and COPE contributions will not be collected from new SEIU employees until after the employee’s Probationary Period has ended.”**

**16. TERMINOLOGY:**

**Anywhere that the Agreement refers to “Maternity Leave” that term shall be deleted and replaced with the term “Parental Leave”.**

**17. Article XXVIII: EXECUTION OF AGREEMENT**

**Keep article language as is except by adding the appropriate dates.**

**“This agreement is approved and entered into this 24<sup>th</sup> day of – February, 2023, by and between the Town of Randolph and Local 888.**

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives,  
have set their hands to this Memorandum of Agreement on this 24<sup>th</sup> day of ~~January~~,  
2023, February

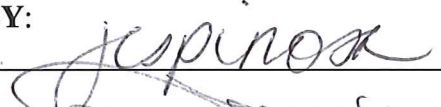
THE TOWN OF RANDOLPH, MASSACHUSETTS, THE MUNICIPAL EMPLOYER:

BY: 


Brian P. Howard, Town Manager

LOCAL 888/SEIU, THE EMPLOYEE ORGANIZATION:

BY:







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AS THEY ARE THE BARGAINING/GRIEVANCE COMMITTEE OF LOCAL 888/SEIU