

MEMORANDUM OF AGREEMENT (MOA)
by and between
THE TOWN OF MARLBOROUGH (Employer or Town)
and
UNITED PUBLIC SERVICE EMPLOYEES UNION (Union or
UPSEU)

WHEREAS, the Collective Bargaining Agreement (CBA) between the Employer and UPSEU will expire on December 31, 2019; and

WHEREAS, the parties have engaged in good faith negotiations in an effort to arrive at a successor CBA; and

WHEREAS, the parties have reached a tentative settlement covering the period January 1, 2020 through and including December 31, 2024; and

WHEREAS, the parties hereto agree that the current CBA and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified; and

WHEREAS, unless specifically agreed to herein, all changes shall be prospective from the ratification of this MOA; and

WHEREAS, this MOA is subject to the approval of the Town of Marlborough and the ratification of the membership of UPSEU.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereby stipulate and agree as follows:

It is hereby agreed by and between the Town of Marlborough (“Town”) and the United Public Service Employees Union (“Union”) that the collective bargaining agreement that January 1, 2015 – December 31, 2019 shall be extended for a period of five years (January 1, 2020 through December 31, 2024) and remain unchanged except as provided below:

1. The recitation of the facts and circumstances set forth in all of the preceding "WHEREAS" clauses are expressly incorporated herein and form a part of the terms of this Memorandum of Agreement.

2. Page 5, Article 7 - COMPENSATION, shall be amended as follows:

Delete the present SECTION A.

Add the following: "All employees shall be paid the hourly rate of pay as specified in "Schedule A" – Compensation" annexed hereto.

The following shall be added to SECTION A: "The Town, at its discretion, shall be permitted to pay a probationary Employee at a rate of pay thirteen percent (13%) below the salary for the title listed in Schedule A of the CBA to the probationary Employee during the period of probation, or a rate of pay up to the amount of salary of the title in Schedule A of this Agreement that the probationary Employee is hired for during the Employee's probationary period. It is agreed between the Town and the Union that the probationary period shall be six (6) months from the date of hire in the Town Board's resolution hiring that Employee. At the conclusion of the probationary period, the Employee's hourly rate of pay shall be increased to the base hourly rate for his/her title as set forth in Schedule A.

Any Stipend previously remitted to the Deputy Superintendent shall be discontinued commencing on January 1, 2020."

Delete the present SECTION B.

Add the following: "There shall be a salary adjustment of fifty cents (\$0.50) per hour for each year of this Agreement for any Water Department employee who possesses a Grade D Water Operator license up to a maximum of two dollars and fifty cents (\$2.50). Any presently employed Water Department employee shall be entitled to the salary adjustment he or she is presently receiving and shall not receive any additional yearly salary adjustment during the period covered by this Agreement."

3. Page 6, Article 7 – COMPENSATION, shall be amended as follows:

Delete the present amounts and add the following:

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Years of Service					
5 years	\$515.00	\$530.00	\$545.00	\$560.00	\$575.00
10 years	\$1,025.00	\$1,050.00	\$1,075.00	\$1,100.00	\$1,125.00
11 years	\$105.00 every year thereafter to a maximum of: \$2,250.00				

4. Page 10, Article 12 – SICK LEAVE, SECTION A, shall be as follows:

Delete the following – "Full-time employees may accumulate up to a maximum of 125 sick days for purposes of 41-J of the New York State Retirement System. There shall be no payment for accumulated sick days beyond 125.", and replace this with

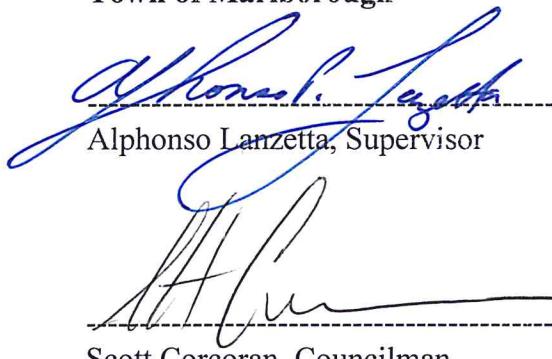
the following: "An employee who retires from the New York State Retirement System and who was employed by the Town on the date of ratification of this MOA and thereafter shall be paid for each and every day of accumulated and unused sick leave on a regular payroll basis. i.e: an employee gives the Town notice of his/her retirement date, ends their working days when they would have been scheduled to work, then goes on terminal leave at their regular rate of pay for each day of unused accrued sick leave time until they exhaust their accrued unused sick leave and all their accrued unused sick leave has been paid out.

5. Page 15, ARTICLE 21 – MISCELLANEOUS PROVISIONS. SECTION D, shall be amended as follows: Delete the present SECTION D in its entirety.
6. Incorporate the provisions of any side letters of agreement that have not sunset.
7. This Agreement is subject to approval by the Marlborough Town Board and the United Public Service Employees Union. The respective Negotiating Committees of the Town and the Union are required to advocate the acceptance of this Memorandum of Agreement by their principals.

ACCEPTED AND AGREED

DATED: 2-26-2020, 2020

Town of Marlborough

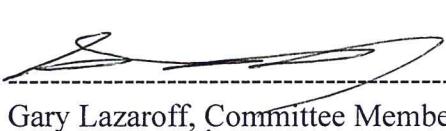

Alphonso Lanzetta, Supervisor

Scott Corcoran, Councilman

United Public Service Employees Union


Michael F. Wilson, Esq.

Labor Relations Representative


Gary Lazaroff, Committee Member


Clifford Rood, Committee Member

SCHEDULE A - COMPENSATION

<u>MEO</u>	<u>SALARY PER HOUR</u>
2020	\$23.41/hr
2021	\$23.94/hr
2022	\$24.47/hr
2023	\$25.02/hr
2024	\$25.59/hr

<u>HMEO</u>	<u>SALARY PER HOUR</u>
2020	\$24.02/hr
2021	\$24.56/hr
2022	\$25.11/hr
2023	\$25.68/hr
2024	\$26.26/hr

<u>HMEO/</u> <u>MECHANIC</u>	<u>SALARY PER HOUR</u>
2020	\$25.90/hr
2021	\$26.48/hr
2022	\$27.08/hr
2023	\$27.69/hr
2024	\$28.31/hr

<u>WORKING</u> <u>SUPERVISOR</u>	
<u>[FOREMAN]</u>	<u>SALARY PER HOUR</u>
2020	\$25.56/hr
2021	\$26.13/hr
2022	\$26.72/hr
2023	\$27.32/hr
2024	\$27.94/hr

<u>DEPUTY</u>	
<u>SUPT.</u>	<u>SALARY PER HOUR</u>
2020	\$26.53/hr
2021	\$27.13/hr
2022	\$27.74/hr
2023	\$28.36/hr
2024	\$29.00/hr

WATER/WASTEWATER
MAINTENANCE
WORKER

2020	\$18.94/hr
2021	\$19.37/hr
2022	\$19.80/hr
2023	\$20.25/hr
2024	\$20.70/hr