

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF BRIDGEWATER AND
BRIDGEWATER ADMINISTRATIVE ASSOCIATION**

WHEREAS, the Town of Bridgewater ("Town") is a municipality organized under the laws of the Commonwealth of Massachusetts, with an address of 66 Central Square, Bridgewater, MA 02324;

WHEREAS, the Bridgewater Administrative Association ("Union") is the exclusive bargaining representative pursuant to G.L. c. 150E, for certain employees within the Town;

WHEREAS, the Town and Union (the "Parties") are parties to a collective bargaining agreement, effective from July 1, 2024 – June 30, 2027;

WHEREAS, due to current financial exigencies, the Town has been forced to implement budget reductions due to the budgetary deficit for FY27 and the Parties have met to bargain in good faith over the impact of said reductions;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Reductions in Hours and Modified Work Hours:

- a. Effective July 1, 2026, the Town and the Union have agreed that the regular weekly hours of work for all bargaining unit members shall be reduced by five (5) hours. The list of regular weekly hours for each bargaining unit position is attached hereto and incorporated by reference as Exhibit A. This reduction in hours is being implemented in lieu of position elimination and is intended to preserve the employment of bargaining unit members.
- b. The regular work week for Town Hall employees working thirty-five (35) hours per week will be as follows, effective July 1, 2026:

September through June:

Monday, Wednesday, Thursday: 8:00 a.m. to 4:00 p.m. (inclusive of breaks)

Tuesday: 8:00 a.m. to 7:00 p.m. (inclusive of breaks)

July and August: Monday through Thursday: 8:00 a.m. to 4:00 p.m. (inclusive of breaks)

- c. The Parties understand and agree that, in consideration of the adjusted schedule in Paragraph 1(b) above, all hours worked on Tuesdays during September through June shall be considered part of the regular workday and shall be paid at the employee's regular hourly rate. Consistent with current practice, bargaining unit members are required to use paid leave in an amount equal to the number of hours they are scheduled to work on that day.

2. Modifications to the CBA: The Parties agree to the following modifications of the CBA:

a. Article V – Section 2: Modify the language of Article V, Section 2 as follows:

Section 2. **For full-time employees, working 35 hours per work.** All work performed in excess of the regular workday, and/or the regular workweek, shall be compensated at time and one-half (1 ½) the employee's regular hourly rate for actual time worked.

b. Article VIII – Holidays: Add the following language to Article VIII:

Effective July 1, 2026, Christmas Eve will be a paid holiday, under the provisions of this Article, if Christmas Eve falls on an employee's regularly scheduled workday.
Effective July 1, 2026, the day after Christmas will be a paid holiday, under the provisions of this Article, if the day after Christmas falls on an employee's regularly scheduled workday.

c. Article VII VACATIONS: Add language

For calculation of additional days, one day be equal to seven (7) hours for a Full-Time employee working thirty-five (35) hours per week.

d. Article VIII-Holidays: Replace the last 2 paragraphs:

Full-Time and Part-Time employees shall be paid holiday pay only if the holiday, or the day holiday is observed, falls within the employee's regular weekly work schedule and he/she would have been required to work that day had the day not been a holiday. When eligible, employees shall be paid holiday pay in an amount equal to the hours that employee would have been scheduled to work on the day in which the designated holiday fell.

In accordance with Massachusetts General Laws, Chapter 4, Section 7, if the holiday falls on a Saturday, employees will be allowed the Friday before the holiday. If the holiday falls on a Sunday, the following Monday will be the holiday day.

*The Town agrees to an additional holiday in recognition of Administrative Professional Day. This day must be used during the period of April through December of each year. The day must be approved in advance by the department head and be taken in a time that will have little impact on the department's operations. In no case, may the day be carried over from one year to another.

e. Article IX SICK LEAVE- Replace

Sick leave with pay shall be granted to employees covered by this Agreement at their regular rate of pay. Effective January 1 of each year, employees shall be credited with sick leave equivalent to three (3) weeks of their regularly scheduled work hours.

New employees shall receive a prorated sick leave allotment based on the number of full months worked prior to their first January 1. On their first January 1 following

employment, they shall be credited with the full annual allotment of three (3) weeks of sick leave for the upcoming calendar year.

Part-time employees shall be entitled to sick leave on a prorated basis, proportional to their regularly scheduled hours in relation to a full-time employee's schedule.

Unused sick leave may be accumulated from year to year without limitation. Employees on paid leave shall continue to accrue sick leave credits.

No later than February 15 of each year, the Town, through the Payroll Administrator shall provide each employee with a statement showing the balance of the employee's accumulated sick leave as of December 31 of the preceding calendar year. Any employee who believes there is a discrepancy in the reported balance shall promptly notify their supervisor for review.

- f. Article XIII, Section 3 – Personal Days: Add the following language to the end of Article XIII, Section 3:

Effective January 1, 2026, all members of bargaining unit will receive four (4) personal days per year.

3. Overtime Exemption for Bargaining Unit Member: In consideration of the reduction in hours referenced in paragraph 1 and her service to the Town, the Parties agree that bargaining unit member Christine Nemes ("Ms. Nemes") shall be eligible to receive overtime at time and one half (1 ½) her regular hourly rate for all work performed in excess of her regular workday or over thirty (30) hours in a work week. The Parties understand and agree that this exemption from the language in Article V, Section 2 of the CBA applies only to Ms. Nemes and shall not, either in whole or in part, serve as precedent in any other matter or dispute between the Town and any other employee and shall not create a precedent in any other matter.
4. Duration of Agreement: The reduction in hours outlined in this agreement shall be implemented on a permanent basis. This adjustment is intended as a long-term operational change. Any future modifications to the hours of the affected positions shall be subject to negotiation and mutual agreement between the Town and the Union.
5. Union's Waiver of Claims: The Union hereby releases and forever discharges the Town, its agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees") for all claims or causes of action regarding the implementation of the instant reduction in hours and modifications to the CBA. The Union agrees and acknowledges that the Town met its obligation with respect to bargaining the instant reduction in hours and modifications to the CBA under G.L. Chapter 150E.
4. Knowing and Voluntary; Review by Counsel: The Parties each agree and acknowledge that they have carefully read and fully understand all of the provisions of this Agreement, and that

they are entering into this Agreement knowingly and voluntarily. The Parties further each agree that they have had the opportunity to review and discuss this Agreement with counsel, and that, to the extent that they desired to do so, they have done so without interference prior to executing this Agreement.

5. Interpretation and Enforcement of Agreement: This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and may be enforced only in and by the courts located in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over this matter.
6. Severability: Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.
7. Completeness of Agreement; Integration: This Agreement, executed in duplicate and each copy of which shall be considered an original, contains all of the terms and conditions agreed upon by the Parties with reference to the subject matters contained herein. Except as set forth herein, no other agreement, oral or otherwise, will be considered to exist or to bind any of the Parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and any of the Parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be supplemented, rescinded, waived, modified or amended, except by a written instrument signed by all Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

For the
TOWN OF BRIDGEWATER

For the
BRIDGEWATER ADMINISTRATIVE
ASSOCIATION

Exhibit A

Department	Position Title	Current Weekly Hours	Weekly Hours Effective 7/1/26
Treasurer	Finance Assistant – Cashier	30	Remain vacant
Town Clerk	Administrative Assistant	35	30
Police	Administrative Assistant	40	35
Police	Office Administrator	40	35
Fire	Administrative Assistant	25	20
Inspectional Services	Office Administrator	40	35
Health	Administrative Assistant	25	20
Water	Office Administrator	40	35
Sewer	Administrative Assistant	40	35
Assessors	Admin. Assistant – Assessor	25	