

Agreement

between

The Town of Tyngsborough

and



Clerical Chapter

July 1, 2014 - June 30, 2017

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The parties will endeavor where applicable to modify the contract with gender/neutral language before a successor contract is executed.

The Term "Town" as used below will be defined as the Board of Selectmen or its designee.

ARTICLE 1: RECOGNITION

1.01 The Town agrees to recognize the Service Employees International Union (SEIU) Local 888 (hereinafter the "Union") as the sole and exclusive collective bargaining agent with regards to wages, hours, working conditions, standards of productivity and performance and any other terms and conditions of employment for all full time and regular part time administrative, clerical, technical, service and maintenance employees of the Town indicated in MCR 4176, and excluding all other employees.

1.02 The Town Administrator will designate a space convenient for all Unit members where a bulletin board may be erected. The purpose of this board will be the posting of notices by a designated Union Representative pertaining to recreational and social activities, Union elections, Union meetings, notices, legislative enactments, and judicial decisions affecting public employee labor relations. The Union shall not post any materials which are obscene, defamatory, or impair the operations of the Town.

1.03 No Union business may be conducted during working hours unless approved in advance by the Town. No town facilities, supplies and/or equipment may be used for union business.

1.04 The Union will furnish the Town with a written list of stewards and other officers of the local immediately after their designation. The Union shall subsequently immediately notify the Town of any changes in such designations.

1.05 Custodians: The Parties agree that the positions of Council on Aging Custodian and Police Department Custodian will be transferred and included in the Highway Union bargaining unit effective June 30, 2011. It is agreed that so long as the incumbents remain in the positions of Police custodians and the Director of the Council on Aging that the Police Custodians will not be required to transfer to the Council on Aging. Once the incumbent to either of these positions vacates his/her position, the preceding restriction will become null and void. Other transfers are allowed in accordance with the terms of the collective bargaining agreement.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Except as limited by specific provisions of this Agreement, the Town retains all of its rights to manage the employees covered by this Agreement and, except as so limited, the exercise of such rights shall not be grievable or arbitrable.

ARTICLE 3: EFFECT OF AGREEMENT

3.01 This Agreement represents complete collective bargaining and full agreement by the parties with respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof, and any matters or subjects not herein covered, have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement. In addition to the foregoing, the parties expressly agree to exclude grievances concerning "past practices" from arbitration, and to exclude evidence of past practice from any arbitration commenced under this agreement. Any changes in working conditions not covered by the terms of this contract must be bargained by the Town in accordance with G.L. c. 150E.

ARTICLE 4: UNION SECURITY

4.01 The Town agrees that it will take membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization in the form attached hereto as "Appendix A."

4.02 The dues shall be deducted from each paycheck.

4.03 The amount so deducted will be remitted bi-weekly in accordance with such authorization, provided that the Town may cease making such deductions at any time on behalf of an employee upon timely receipt by the Town of a revocation of said authorization by the employee.

4.04 The Union agrees to indemnify the Town and hold it harmless from any and all claims of whatever nature relating to dues which might arise following postage of the dues and fees by United States first class mail.

4.05 The Town shall require as a condition of employment, during the life of this collective bargaining agreement, that an employee who chooses not to be a member of the union make payment of a service fee to the union as a contribution towards the administration of this agreement in accordance with the provisions of the M.G.L. C. 150E commencing on or after the thirtieth (30th) day following the beginning of his or her employment or the effective date of this agreement, whichever is later.

The Union shall indemnify and save the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in carrying out the provisions of this article.

ARTICLE 5: GRIEVANCE PROCEDURE

5.01 The purpose of this article is to establish a procedure for the settlement of grievances. It is the intent of the parties that most of the day to day problems will be discussed and resolved between the employee and/or the Union Representative, and the Town Administrator. It is the

objective of this procedure that informal settlements are to be encouraged within the framework of the Collective Bargaining Agreement.

5.02 A grievance is defined as an alleged violation of an express and specific provision of this Agreement.

5.03 Grievances must be presented in writing, setting forth the facts giving rise to the grievance and the specific provisions of the Agreement allegedly violated. All grievances, decisions rendered, and appeals made in writing shall be a part of the grievance record.

5.03A The aggrieved employee and the Union shall, within five (5) working days after the incident which gave rise to the grievance occurred, present the grievance in writing to the department head/immediate supervisor. The department head/immediate supervisor shall review the grievance and give a written decision to the Union and the aggrieved within five (5) working days of the receipt of the grievance. If the grievance is beyond the scope of the department head/supervisor's authority, said grievance will commence at the Town Administrator level. A copy of the grievance and the department head/supervisor's answer shall be given to Town Administrator.

5.04 The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance informally with the Town Administrator in order to resolve the grievance. This informal discussion shall take place within five (5) working days of the situation which caused the grievance or within five (5) working days after the grievant knew or should have known of the situation. The Town Administrator shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

5.05 If the grievance has not been settled, it shall be presented in writing by the aggrieved employee to the Board of Selectmen within five (5) working days after the Town Administrator's response is due. The Board of Selectmen or their designee shall respond to the Steward in writing within fifteen (15) working days.

5.06 If the grievance is not resolved through the process set forth in paragraph 5.05 above, The Union may submit the grievance to Arbitration before the American Arbitration Association in accordance with its rules. Such submission must be made in writing within thirty-one (31) calendar days of the issuance of the decision pursuant to paragraph 5.05 above, with a copy sent by certified mail to the Board of Selectmen. If the Board's copy is not mailed within the thirty-one (31) calendar day time limit, the right to arbitrate will be deemed waived, and the decision issued pursuant to 5.05 above shall be deemed a final and binding resolution of the grievance.

5.07 Throughout this procedure, any Unit member is entitled to have representation from the Union at each step. The Union shall be notified of the hearings scheduled under this grievance procedure.

5.08 Unless the parties otherwise agree, attendance at hearings before an arbitrator shall be limited to witnesses and authorized representatives of the parties.

5.09 The arbitrator's award shall be final and binding upon the parties, provided, however, that the arbitrator shall be without authority to add to, subtract from, or amend the terms of this agreement and/or to make any decision which violates or is inconsistent with the terms of this agreement.

5.10 The costs and expenses of the arbitration charged by the State Board of Conciliation and Arbitration, and/or the arbitrator shall be split equally between the parties. Each party shall bear the full cost of its own representative(s) and the costs of presenting its own case.

5.11 Any grievance which is not presented in accordance with any of the procedures and/or timelines set forth in this Article shall be deemed waived. Said time limit may be waived by mutual agreement.

5.12 Union Agrees to withdraw any and all pending grievances with prejudice.

ARTICLE 6: TUITION REIMBURSEMENT

6.01 The Town shall reimburse up to ten (10) unit members in each fiscal year for 50% of the tuition cost for taking job related courses which have been approved in advance by the Town, and in which the employee has attained at least a grade of "B". A decision to deny approval for a course shall not be subject to the grievance procedure. A course which is designated "pass/fail" shall require a pass in order to qualify for payment by the Town.

ARTICLE 7: FAMILY LEAVE

7.01 All full and part-time employees who have been employed by the Town for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250.00 hours during the immediately preceding twelve months are eligible for a leave of absence under this policy.

7.02 In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Town will grant eligible employees up to twelve weeks of leave during any twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; (2) to care for a child, spouse, or parent with a serious health condition; or (3) because the employee's own serious health condition makes the employee unable to perform his or her job. Upon the completion of FMLA leave, an employee generally will be reinstated to the position that the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. FMLA leave will be without pay except when an eligible employee uses accrued sick, vacation, or personal time to qualify for compensation during leave. In accordance with the provisions of the FMLA, Employees may elect or the Town may require that employees substitute accrued paid benefits for an equivalent amount of unpaid FMLA leave.

7.03 Scheduling Of Leave

- a. Eligible employees may take a maximum twelve weeks of leave during any twelve month period. In all cases, the twelve-month period shall be measured from July 1 to June 30.
- b. Family leave, i.e., leave for childbirth, adoption, or foster care must be taken and completed within one year of the birth, adoption, or the initiation of foster care. Such leave ordinarily must be taken all at once unless the Town agrees to an alternative leave arrangement that satisfies the operational needs of the Town.
- c. Medical Leave, i.e., leave for the serious health condition of an employee or the employee's relative, may be taken whenever medically necessary. Depending on the circumstances, medical leave may be taken all at once, intermittently, or on a reduced leave basis. However, if the employee's need for intermittent leave or leave on a reduced basis is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a way that will minimize disruptions to the Town's operations. The Town may, with justifiable cause, ask an employee to modify his or her treatment schedule, with the approval of the medical provider, in order to better accommodate the Town's needs.

7.04 Employee Notice Requirements.

- a. If an employee's need for FMLA leave is foreseeable, the employee must provide his or her supervisor with at least thirty days advance verbal notice before the leave can begin, or as much notice as is practicable under the circumstances. Such notice should include the employee's reason for requesting leave as well as its anticipated timing and duration. [Note: under the Massachusetts Maternity Leave Statute, only two weeks notice is required. If an employee requests eight weeks of leave or less, only two weeks notice may be required].
- b. If an employee's need for FMLA leave or its approximate timing is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one to two working days after the employee learns of the need for the leave.
- c. Employees will be provided a detailed notice at the time they request FMLA leave, which specifies the expectations and obligations of the employee during FMLA leave and the consequences of any failure to meet these obligations.

7.05 Medical Certification Requirements

- a. Any employee requesting a medical leave, either to care for a sick relative or because of the employee's own medical condition, must provide a doctor's statement supporting the employee's need for leave within fifteen days after requesting leave. Employees should contact the Town Administrator's office as soon as their need for a medical leave is determined to obtain the Town's Medical Certification form.

- b. A doctor's statement must be submitted monthly while an employee is on medical leave in order to certify the employee's continuing need for leave. A doctor's statement also may be required if an employee requests an extension of leave, or if there is a significant change in circumstances related to the employee's need for leave.
- c. As a condition of returning to work, an employee who has been on medical leave must present a doctor's statement certifying that the employee is well enough to resume work. A medical certification also will be required in any case where an employee on FMLA leave represents that he or she is unable to return to work for medical reasons. If an employee fails to return from FMLA leave, the Town may seek reimbursement for any health insurance premiums that it paid during leave unless the employee cannot return for medical reasons or other circumstances beyond the employee's control. The Town reserves the right to seek a second and third medical opinion on the need for Family of Medical Leave. Additional opinions will be paid for by the Town.
- d. In the event of two disputed opinions on the need for leave, the third opinion shall be by a health care provider designated and approved jointly by the employee and the Town, and shall be final and binding on the Town and the employee.

7.06 Status of Compensation and Benefits While On FMLA Leave

- a. FMLA leave will be without pay except when an eligible employee uses accrued sick, vacation, or personal time to qualify for compensation during leave. In accordance with the provisions of the FMLA, Employees may elect or the Town may require that employee's substitute accrued paid benefits for an equivalent amount of unpaid FMLA leave.
- b. The Town will maintain an employee's health insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The Town will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion on a timely basis. Employees requesting leave should contact the Town Administrator's office to arrange an acceptable payment schedule.
- c. The Town will maintain and pay its portion of the premiums for other benefits during FMLA leave, including life and disability insurance, provided that the employee pays his or her contributory portion on a timely basis. [Note: The Town is not required to continue any benefits other than medical insurance during FMLA leave unless a lapse in coverage would jeopardize the resumption of such benefits at the conclusion of FMLA leave].
- d. Employees will not accrue seniority or any benefits, such as for vacation or sick leave, during any periods of FMLA leave. However, such leave periods will be treated as plan vesting and eligibility.

7.07 Return to Work

- a. An employee on FMLA leave is expected to report periodically to the employee's supervisor on his or her status and intent to return to work.
- b. The Town will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, it may be necessary to deny restoration to certain highly compensated "key employees" in order to avoid substantial and grievous economic injury to the Town's operations. The Town will notify any employee who qualifies as a "key employee" and thus might be denied restoration, as soon as possible after the employee requests leave.

7.08 To the extent there is a conflict between any provision of this Article and the FMLA, the terms of the FMLA will prevail. (This proposal is for clarification purposes only, since the FMLA supersedes the terms of this collective bargaining agreement.)

ARTICLE 8: HOURS OF WORK, SCHEDULES AND DEFINITIONS

8.01 A full-time employee works at least thirty-five (35) hours per work-week for fifty-two work weeks per fiscal year.

8.02 A part-time employee works at least twenty (20) hours per work-week for no less than ten (10) consecutive months in any in any given fiscal year.

8.03 A fractional employee works less than twenty (20) hours per week.

8.04 A temporary employee is appointed to work any number of hours for a period of six months or less.

8.05 The work schedule for all employees who work more than four (4) hours on a given day shall provide for a fifteen minute break whenever this is feasible. Managers and supervisors are responsible for ensuring that adequate coverage is in place during these breaks.

8.06 All employees who work more than six (6) hours on a given day must take a thirty (30) minute unpaid lunch period at a time approximately half way through their work hours. Employees may by agreement with their immediate supervisor take their break at the same time as lunch so as to create a 45 minute lunch period, thirty minutes of said lunch period will be their unpaid lunch break while 15 minutes will be a paid break. Such an election must be made in writing with a copy to the Town Administrator and must remain in effect for at least six (6) months. The employee and/or the supervisor may terminate the 45 minute unpaid lunch by giving written notice to the other and the Town Administrator at any time after the six month period has passed. Otherwise, the arrangement will continue in effect.

8.07 The Town retains the sole discretion to set the work schedule for each employee during the term of this agreement. However, prior to altering any work schedules in effect on the effective date of this agreement, the Town shall notify the union and, upon written request received within 14 days of said notification, will meet with the union once to confer relative to said alteration(s). Additional meetings may be scheduled thereafter if there is mutual agreement that such meetings are necessary. Excepting library employees, in the event that the Town opens the Town Hall for business on one evening per week, employees required to work on said evening will be dismissed at 12:30 p.m. on Friday, or at such other time as scheduled by mutual agreement with the Town. The Town will give 90 days advance notice of its intent to implement evening hours, and will confer with the union as hereinbefore provided.

8.08 For a part time hourly employee, an average day for the purposes of accrual of sick and personal days and payment for non-working holidays under this Contract is defined as the average number of hours worked or taken as paid time off per week during the preceding three (3) months, (or if employed for less than three (3) months, during the period employed by the Town) divided by the average number of days per week on which the employee was regularly scheduled during the same three (3) month period.

8.09 For a full time salaried employee, a day's salary is defined as the employee's regular weekly salary at the rate in effect at the time the payment is made divided by the actual number of days per week on which the employee is regularly scheduled to work.

8.10 Fractional employees will be eligible for personal leave and bereavement leave under this Agreement to be calculated as set forth in Section 8.08, but shall not be eligible for vacation, sick leave and/or holiday pay. Employees working less than 20 hours per week shall be permitted to adjust their usual hours of work during weeks containing a holiday to maintain the usual number of hours per week (i.e. an employee who works 2 hours per day, 5 days a week does not work on a Monday holiday – s/he may make up the lost 2 hours by working 4 hours one day, or an extra ½ hour Tuesday-Friday, or another method agreed upon with the supervisor). The manner in which the adjustment occurs shall be at the supervisor's discretion.

8.11 Temporary employees will be paid in accordance with this agreement, but shall not be governed by any other provisions set forth herein.

8.12 In the event an employee is scheduled to work less than five (5) days per week, the number of vacation days granted on a monthly or annual basis will be pro-rated by multiplying the numbers set forth in this Agreement by a fraction made up with a numerator representing the average number of days per week on which the employee is regularly scheduled to work, and a denominator of five (5).

ARTICLE 9: SICK LEAVE

9.01 Eligible employees shall accrue sick leave at a rate of 1 (one) day per month for each month of continuous employment. Employees may accumulate up to a maximum of 120 days of unused sick leave.

9.02 An oral notification shall be given in advance as early as possible before the beginning of regular work hours in the case of illness.

9.03 If an employee is sick for three or more consecutive days and/or in case of any suspected abuse of sick leave regardless of duration, a doctor's certificate may be required by the Town from the employee's physician; or, alternatively, by a doctor acceptable to the Town at the Town's expense.

9.04 If an employee is absent from work on Workmen's Compensation, and has sick days available, at his/her option, he/she will be paid the difference between his regular gross pay and his Workmen's Compensation payments out of his accumulated sick leave.

9.05 Calculation of accrued sick leave shall be computed as of June 30th on a form marked "Appendix D."

9.06 Upon notification to the Town by the County Retirement Board that an employee has retired or upon death of an employee, the employee, or any person designated by the employee as his/her beneficiary in the event of his/her death, shall be compensated at 20% rate of their daily wages at the time of retirement/death for all unused sick days up to a maximum of 120 unused sick days. Employees hired after July 1, 2011 will no longer be eligible for sick leave buyback.

9.07 An employee may use up to five (5) sick days per year to care for an ill family member.

ARTICLE 10: BEREAVEMENT LEAVE

10.01 All unit members shall be granted bereavement leave.

10.02 Such leave shall not be charged as sick, vacation or personal time.

10.03 The employee shall be granted four (4) business days without loss of pay or benefits for the loss of: mother, father, spouse or child of the employee or the employee's significant other.

10.04 The employee shall be granted three (3) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, mother/father-in-law of the employee or the employee's spouse and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.

10.05 The employee shall be granted one (1) business day without loss of pay or benefits for the loss of: brother/sister-in-law, aunt, uncle, niece, nephew, cousin, and all other relative of the employee or of the employee's spouse.

10.06 There shall be no distinction of foster, step or half-relatives in the granting leave under this section.

ARTICLE 11: VACATIONS

11.01 For all employees hired on or after July 1, 2014, upon completion of six (6) months of continuous service to the Town, vacation time may be used by full-time and regular part-time employees. Effective July 1, 2014, employees will accrue vacation time on a monthly basis beginning with their date of hire at the rates set forth below. An employee's length of service is calculated on the basis of the anniversary date which will occur during the month in which the vacation accrual is granted. Accruals will be posted at the beginning of every month and will be prorated for partial months worked.

Effective July 1, 2015, employees hired prior to July 1, 2014 will accrue and be credited with half of their vacation time on July 1st and half of their vacation time on January 1st of each fiscal year.

<u>Length of Service as of July 1</u>	<u>Vacation</u>
Less than one year	5/6 days per month
1 year but less than 5	10 work days per year
5 years but less than 10	15 work days per year
10 years but less than 20	20 work days per year
20 years and up	25 work days per year

11.02 The rate of vacation pay shall be the employees regular straight time rate of pay in effect for the employee's regular job on the first day of the employees scheduled vacation period.

11.03 Employees may request their vacation pay on the pay day immediately preceding the proposed vacation period.

11.04 Effective July 1, 2012, An employee may carry over up to ten (10) vacation days per year, which must be used by June 30th of the following fiscal year or the employee will not accrue any additional vacation time until such time as all previously accrued vacation time is used. Employees who have more than 10 vacation days to carry over as of June 30, 2013 will be allowed to use up their excess days over a period of two years, such that by June 30, 2015 all employees will only carry over the maximum of 10 vacation days per year.

11.05 All employees eligible for vacation days shall take their vacation at times approved by the Town.

11.06 All requests for vacations shall be made in writing. If two (2) or more employees make the same request, and not all requesting employees can be approved, seniority will be the determining factor.

ARTICLE 12: HOLIDAYS

12.01 The following days, or days as such, shall be recognized as holidays by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts, and on these days the employees shall be excused from duty:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

12.02 In order to be eligible to be paid for a holiday, the employee must be eligible for holiday pay and must work his/her last regularly scheduled work day before the holiday and return to work on his/her next regularly scheduled work day following the holiday, unless the employee uses a vacation day that has been approved seven (7) days in advance by the respective Department Head.

12.03 If an employee is required to work on a holiday, the employee shall receive, in addition to the regular holiday pay, an amount equal to one and one-half (1 ½) times the regular rate of pay for hours worked.

12.04 If the holiday falls within the vacation period of an eligible employee, he/she shall receive an additional day of vacation.

12.05 Compensation time for holidays falling on a non-scheduled work day is calculated in a manner consistent with Article 8.09 as applicable. Compensatory time will be taken in the same pay week as the holiday occurred, unless another date is agreed upon by Town.

ARTICLE 13: PERSONAL LEAVE

13.01 Employees will be entitled to three (3) personal days a year.

13.02 Personal leave so earned will be lost if not used by the end of the fiscal year following the fiscal year in which it is earned.

13.03 Except for emergencies, the employee will give reasonable notice to his/her immediate supervisor when requesting a personal day. For the purposes of this Article, reasonable notice is defined as three (3) calendar days.

13.04 All requests for a personal day of leave must be approved by the employee's immediate supervisor. In the event that a day is denied, the immediate supervisor shall state his/her reasons for said denial.

ARTICLE 14: EVALUATION

14.01 Introduction

The job evaluation system is designed to promote and enhance the necessary knowledge, skills, and abilities needed for the employee's job, and to assist in making employment decisions regarding individual employees. The evaluation process is a developmental tool designed to allow employees to identify their strengths and to address areas of job performance that need improvement. The Town will assume the responsibility of training supervisors and employees in the evaluation process.

14.02 The Job Evaluation Process

- a. Formal job performance evaluations shall be conducted once a year; six months after the employee's anniversary date of hire to the department.
- b. Evaluations will be performed utilizing the Developmental Appraisal Form as per the attached. (see attached as "Exhibit B")
- c. At least fourteen calendar days (14) days prior to the evaluation the employee shall be notified of the date that a conference on his/her written evaluation is scheduled.
- d. An overall evaluation of unsatisfactory as indicated by a check mark on the overall evaluation section of the employee performance checklist shall require the supervisor to complete and present to the employee a developmental action plan within thirty (30) calendar days of the conference. All components of a Developmental Action Plan shall be worked out jointly by the employee and supervisor within fourteen (14) calendar days of the evaluation. Disagreements over the Developmental Action Plan may be appealed to the Town Administrator whose decision will be final and not subject to the grievance procedures.
- e. The evaluation session should be performed in a private, neutral environment, and should not be interrupted while being conducted.
- f. Employees will be provided fourteen (14) calendar days to enter their written comments on their evaluation. Employees shall not be required to complete the Employee Comments Section at the time of the evaluation.

- g. A signed copy of the completed evaluation shall be provided to the employee at the end of the evaluation session.
- h. The supervisor shall return the completed evaluation to the Town Administrator within thirty (30) calendar days of the evaluation conference.

14.03 Confidentiality

- a. It is understood that all information pertaining to an employee's evaluation is strictly confidential. Anyone having knowledge pertaining to an employee's performance evaluation, by reason of his or her professional involvement in this process, shall not reveal this information, including documents received in connection with the evaluation process; except as required to carry out the evaluation. It is further understood that the duty to maintain the confidentiality of information pertaining to an employee's evaluation includes the duty to store all documents pertaining to the evaluation in a place that is secure.
- b. The Town Administrator and/or designee shall notify each employee of their evaluator(s) not later than August 1 of each fiscal year.
- c. Only information as it pertains to payroll and benefits administration shall be forwarded to the Town Accountant's Office.
- d. Storage: Completed Job Evaluations, including computerized copies, shall be stored in the Town Administrator's office.
- e. An employee may obtain a copy of his or her personnel file upon submission of a written request to the Town Administrator or his designee.
- f. The Town Administrator upon receiving a written request, from an employee, shall provide the employee with an opportunity to review his or her personnel file. The Town Administrator shall have five (5) business days to comply with the request. The review shall take place at the Tyngsborough Town Hall and during normal business hours.

14.04 Appeal Process

- a. The employee may submit a written response using the job evaluation section entitled Employee Comments within ten (10) calendar days after the scheduled evaluation. An employee's failure to submit timely written response will mean that the employee is in agreement with the evaluation.
- b. There will be a two step process for the hearing of evaluation grievances that will include a union representative, aggrieved employee and evaluator. If there is no resolution, the second and final step will include the Town Administrator, employee, a union

representative and supervisor. The Town Administrator's decision will be final. No grievance concerning the job evaluation process will be subject to arbitration.

14.05 The Town or the Union may propose changes to the current agreed upon evaluation system subject to collective bargaining.

ARTICLE 15: TRANSFERS/ASSIGNMENTS

15.01 In the event of a reorganization of department(s) which results in Unit members being transferred from one department to another, the Town will give two (2) weeks notice, and discuss such transfers in advance with the Union and the Unit member(s).

15.02 An employee assigned to temporarily replace another employee in a higher job classification for a period of more than ten (10) consecutive days shall receive the higher classification for all time consecutively worked after the tenth consecutive day.

ARTICLE 16: VACANCIES

16.01 A vacancy is an opening caused by promotion, retirement, resignation, death, discharge, or the availability of new position. This does not include an increase or decrease in working hours. When the Town decides to fill a vacancy, the Town shall cause such notice of any such position to be prominently posted on the bulletin board established by Article 1, Section 1.02, listing the pay, duties, and qualifications for said position, along with a copy of the job description. The Town may also advertise the position vacancy in the media to solicit applicants outside the employment of the Town. Qualified internal applicants will be allowed to interview for the position. The notice of vacancy shall remain posted for seven (7) days. At the conclusion of the seven (7) day advertising and/or posting period, the Appointing Authority or its designee shall award the vacancy to the most-qualified applicant as soon as practical.

ARTICLE 17: LAYOFF AND RECALL

17.01 In the event that the Town has to reduce the work force covered by this Agreement due to lack of work or lack of resources, a reduction in force shall be accomplished through layoffs. The employee affected shall be laid off using the established seniority list on a last-in, first-out basis within the following positional groupings:

Custodial: COA Custodian, Police Station Custodian

Financial: Assistant Treasurer, Assistant Accountant, Treasurer Clerical Assistant, Assistant Collector, Collector Clerk, Assessor's Assistant

Inspectors: Gas Inspector/Plumbing Inspector, Electrical Inspector

Library: Library Circulation Assistant, Library Technician, Assistant Director Children's Services

Other Town offices: Building Secretary, Secretary to Town Clerk, Assistant Town Clerk, Veterans Secretary, Highway Clerk, Health Administrator, Health Clerk, Sewer Clerk, COA Secretary, COA Meal Site Coordinator, Administrative Assistant

The above would occur except where the Town determines that substantial performance variations, the presence or absence of special experience or training, and/or substantial differences in qualifications exist in which case the Town shall determine which employee shall be laid off. If the person whose position is eliminated is not the employee who is laid off, he or she would bump into the position within the affected position grouping that was vacated by the laid off employee or employees. This paragraph shall not apply to an increase or decrease in working hours for a position.

17.02 Seniority shall be defined as length of service from date of hire with the Town, provided that a break in employment (defined as the employee voluntarily quits his/her position, or the employee is terminated from his/her position) shall result in the loss of seniority. Fractional employees will be considered less senior than part-time or full-time employees. An employee while on layoff status awaiting recall does not continue to accrue seniority during the period s/he is not working.

17.03 The Town will supply the Union with a list of all members of the bargaining unit which will set forth the date of their initial employment with the Town. By January 1, 1995, the parties will have either agreed upon a seniority list or identified the persons with respect to whom there is disagreement. Any such disagreements will be resolved in one arbitration.

17.04 The Town will provide four (4) weeks' notice of a layoff to the Union and the affected employee.

17.05 Employees who have been laid off shall be placed on a recall list for a period of twelve (12) months from the effective date of their respective layoffs. In the event that vacancies occur in positions for which an employee or employees on the recall list are qualified, qualified employees shall be offered said vacancies in the inverse order of layoff.

17.06 To be eligible for recall, the laid off employee must first be qualified to perform the duties and responsibilities of the position the Town desires to fill. Employees who are eligible for recall shall be given 7 calendar days' notice of recall. Such notice of recall shall be mailed by certified mail, return receipt requested with a copy provided to the Union. It is the obligation and responsibility of the Employee to provide the Town with a current mailing address. The Town will be deemed to have satisfied its obligations under this article by mailing the recall notice in the manner set forth above to the most recent mailing address provided by the employee.

17.07 The employee must notify the Town Administrator of his/her acceptance of recall to the position offered not later than seven (7) days after the date on which the notice of recall was received as hereinbefore set forth. Failure to respond within the time limit shall be deemed a

rejection, and the position(s) will be offered to the next qualified person on the recall list, or if no other persons on the list are qualified, filled from outside the Unit.

17.08 The failure of an employee to accept recall as hereinbefore set forth terminates all further recall rights under this Agreement.

17.09 Recalled employees shall be credited with all unused benefits which had accrued at the time of layoff.

17.10 Employees with recall rights may elect to continue their health insurance benefits through the Town, provided that they pay 102% of the premiums due in a timely manner.

17.11 Employees who have been laid off shall be paid for accrued vacation available for use on the date of lay-off, and personal days earned as of the date of layoff.

17.12 Employees who are bumped out of their positions would be incorporated into the applicable recall list.

ARTICLE 18: COPE

Committee on Political Education (COPE) fund: The Town agrees to honor and transmit to the Union voluntary contribution deductions to SEIU, Local 888, COPE Fund from employees who are Union members and who sign deduction authorization forms, in the amount and frequency indicated on the form.

ARTICLE 19: WAGES

19.01 Employees shall be paid in accordance with the salary schedule(s) attached hereto as "Exhibit A", which is a 10 step pay scale with Step 10 being 2.2% higher than the previous step. Employees will advance one step on each succeeding July 1st upon completion of one full year of additional service. Employees who are hired during the course of a fiscal year will advance one step on the next succeeding July 1st if they have been employed for more than ½ of the fiscal year. If such new hires have been employed for less than ½ of a fiscal year on the next succeeding July 1st, they will not receive a step increase until the second July 1st following their initial date of hire.

19.02 The parties agree that they will change to a bi-weekly payroll concurrent with all other Town and School payrolls.

19.03 The parties agree to amend the salary schedules by the following percentages:

July 1, 2014 – 1.5%

July 1, 2015 – 2%

July 1, 2016 – 2%

(a) Effective July 1, 2014, the following positions will be reclassified:

Assistant Tax Collector-Reclassified from Grade 6, Step 10 to Grade 7, Step 8
Assistant Accountant - Reclassified from Grade 6, Step 10 to Grade 7, Step 8
Assessor's Assistant - Reclassified from Grade 6, Step 9 to Grade 7, Step 7

The Union may request reclassifications during the term of the contract.

ARTICLE 20: HEALTH INSURANCE

Effective June 1, 2012, HMO health insurance contribution rates will be a 70/30 employer/employee split.

ARTICLE 21: MISCELLANEOUS

21.01 Both parties agree to waive with prejudice any alleged unfair labor practices that are alleged to have occurred up through the date of execution of the Agreement. Nothing in this paragraph shall be construed as an admission of any fact or any wrongdoing by either party.

21.02 Every new employee appointed to a regular position covered by this Agreement shall be required to successfully complete a one hundred and eighty (180) calendar day probationary period to enable management to observe the ability of the employee to perform the various principal functions of the position. The probationary period shall begin immediately upon the appointment of the new employee. During the probationary period the Town may discipline or discharge the probationary employee without just cause and without recourse to the grievance and arbitration procedure set forth in this Agreement. Upon completion of the probationary period the Town may discipline or discharge an employee only with just cause. If needed, the Town Administrator may extend the probationary period an additional one hundred and eighty (180) calendar days to fully review the employee's work performance.

21.03 Should any provision of this Agreement be declared or be determined by any court 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.

21.04 It is mutually agreed that the prevention of accidents and injuries to Town employees will result in greater efficiency of operations of Town government. Toward this end, the Town shall make every reasonable effort to provide and maintain safe and healthy working conditions and the union shall fully cooperate by encouraging employees to perform their assigned tasks in a safe manner.

ARTICLE 22: DURATION

18.01 This Agreement shall be effective July 1, 2014 and continue in full force and effect for a three (3) year period, expiring on June 30, 2017.

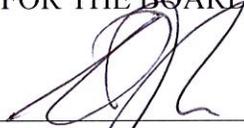
18:02 Either the Union or the Town may reopen this Agreement for the negotiation of a successor Agreement by giving written notice of its desire to modify or terminate this Agreement not later than January 1, 2017. Such written notice shall contain a draft of any proposed amendments. If no notice is given, this Agreement shall be automatically extended from year to year without modification until such a notice is given not later than 60 days before its expiration date.

18.03 In the event of legislative approval during the term of this Agreement, the Town will offer "domestic partner" insurance coverage.

Signed this 9th day of March, 2015.

FOR THE BOARD OF SELECTMEN

FOR SEIU LOCAL 888



Richard Beault

Karen Byles

William Am

Gloria A. Clancy

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION:

BY

NAME OF EMPLOYEE

TO

NAME OF BOARD OF SELECTMEN OR ITS DESIGNEE

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period the amount of \$ _____.

This amount shall be paid to the Service Employees International Union, 529 Main Street, Suite 222, Charlestown, MA 02129 and represents payment of my union dues.

These deductions may be terminated by me by giving you written notice in advance or upon termination of my employment.

EXHIBIT A

Town of Tyngsborough
Clerical Union
Step Schedule
Fiscal Year 2015

Grade	*Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	11.49	11.73	12.00	12.26	12.54					
2	13.10	13.39	13.68	14.00	14.30	14.62	14.93	15.26	15.59	15.94
3	13.74	14.06	14.36	14.68	15.00	15.34	15.67	16.03	16.37	16.73
4	14.45	14.77	15.10	15.43	15.76	16.12	16.47	16.83	17.20	17.58
5	15.17	15.51	15.84	16.20	16.55	16.92	17.29	17.66	18.06	18.45
6	17.30	17.67	18.07	18.46	18.87	19.29	19.70	20.14	20.57	21.04
7	18.16	18.55	18.97	19.39	19.80	20.25	20.69	21.14	21.60	22.09
8	19.07	19.49	19.92	20.37	20.81	21.26	21.73	22.21	22.69	23.19
9	21.73	22.21	22.69	23.19	23.69	24.22	24.74	25.29	25.84	26.42

Step increase of 2.2% plus contractual increase of 1.5%

Town of Tyngsborough
Clerical Union
Step Schedule
Fiscal Year 2016

Grade	*Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	11.72	11.96	12.24	12.51	12.79					
2	13.36	13.66	13.95	14.28	14.59	14.91	15.23	15.57	15.90	16.26
3	14.01	14.34	14.65	14.97	15.30	15.65	15.98	16.35	16.70	17.06
4	14.74	15.07	15.40	15.74	16.08	16.44	16.80	17.17	17.54	17.93
5	15.47	15.82	16.16	16.52	16.88	17.26	17.64	18.01	18.42	18.82
6	17.65	18.02	18.43	18.83	19.25	19.68	20.09	20.54	20.98	21.46
7	18.52	18.92	19.35	19.78	20.20	20.66	21.10	21.56	22.03	22.53
8	19.45	19.88	20.32	20.78	21.23	21.69	22.16	22.65	23.14	23.65
9	22.16	22.65	23.14	23.65	24.16	24.70	25.23	25.80	26.36	26.95

Step increase of 2.2% plus contractual increase of 2%

Town of Tyngsborough
Clerical Union
Step Schedule
Fiscal Year 2017

Grade	*Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	11.95	12.20	12.48	12.76	13.05					
2	13.63	13.93	14.23	14.57	14.88	15.21	15.53	15.88	16.22	16.59
3	14.29	14.63	14.94	15.27	15.61	15.96	16.30	16.68	17.03	17.40
4	15.03	15.37	15.71	16.05	16.40	16.77	17.14	17.51	17.89	18.29
5	15.78	16.14	16.48	16.85	17.22	17.61	17.99	18.37	18.79	19.20
6	18.00	18.38	18.80	19.21	19.64	20.07	20.49	20.95	21.40	21.89
7	18.89	19.30	19.74	20.18	20.60	21.07	21.52	21.99	22.47	22.98
8	19.84	20.28	20.73	21.20	21.65	22.12	22.60	23.10	23.60	24.12
9	22.60	23.10	23.60	24.12	24.64	25.19	25.73	26.32	26.89	27.49

Step increase of 2.2% plus contractual increase of 2%

EXHIBIT B

EVALUATION FORM

Name	Job Title
Department	Present Grade
Employment Date	Date assigned to present position

Confidentiality Notice: The information contained in this Job Evaluation is privileged and confidential information intended only for the individuals involved. If you are not an intended recipient, you are hereby notified that any disclosure, dissemination or copying of this document is prohibited.

EMPLOYEE PERFORMANCE EVALUATION

PROFESSIONALISM/COMMUNICATION SKILLS	Meets Expectations	Needs Improvement	Not Applicable
Professional Attitude and Appearance when dealing with the public			
Works well as member of a team			
Punctual when reporting for work and other assignments/appointments			
Presents complaints & criticisms in a constructive manner			
Maintains effective communications with other employees			
Maintains regular attendance			
KNOWLEDGE OF JOB			
Understands policies and procedures			
Applies department rules and regulations			
Understands responsibility of position			
Understands work assignments			
Uses proficient technical skills			
Implements and/or enforces department programs in a positive manner			
TASK PERFORMANCE			
Performs daily tasks as needed			
Utilizes equipment properly			
Follows safety rules and regulations			
Utilizes computer skills at level required			
Completes special assigned projects			
Participates effectively in department training			
Appropriately completes assigned tasks when working without supervision			
Seeks to remedy problems on their own level			
Prepares accurate and timely reports as required			
OTHER/IF APPLICABLE			
Properly cares for issued personal protective equipment			
Ensures employees are trained on all skills and knowledge to safely and effectively perform their duties			
Effectively plans, coordinates and monitors employee assignments to ensure tasks are completed on time and correctly			
Organizes personnel and activities for increased effectiveness			

Overall Evaluation

Satisfactory _____

Unsatisfactory _____

An overall rating of unsatisfactory requires a developmental action plan.

SUPERVISOR COMMENTS	
Date:	Supervisor Signature:
Date:	Dept. Head Signature:
Date:	Employee Signature:
The employee signature only reflects receipt of this evaluation. If you disagree with the evaluation please complete section reflecting your points of disagreement.	
EMPLOYEE COMMENTS/ SUGGESTIONS	
(The employee has up to 10 calendar days after the evaluation has been given to respond in writing to it)	
Date:	Employee Signature:
Date:	Supervisor Signature:
This supervisor's signature only reflects receipt of the employee's comments section of this evaluation.	

DEVELOPMENT ACTION PLAN

NAME: _____ DEPT.: _____
SUPERVISOR: _____ DATE: _____

GOAL:

Clearly state what the goal(s) and objective(s) of this plan is (are)

ACTION PLAN:

Outline the major components of the plan. This could include; courses
Seminars, project work, training, etc.

Employee Signature: _____

Supervisor Signature: _____

IMPORTANT:

The employee's progress under the plan will be reviewed with the employee at least every ninety (90) days. Upon satisfactory completion of this Action Plan, a letter must be submitted by the supervisor indicating that the goals of this plan have been attained. (a copy of this letter will be placed in the employee's personnel file)