

CONTRACT
BETWEEN
THE TOWN OF TYNGSBOROUGH
AND



Mid Management 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

- 1.1 The Town agrees to recognize the SEIU, Local 888, Tyngsborough Middle-Management Group, hereinafter referred to as “the Union”, as the exclusive, certified representative for all full-time and regular part-time professional staff for the Town, including those titles listed below but excluding all managerial, confidential, casual and all other employees.
- 1.2 The Town recognizes the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the unit described below:

Assessor, Director of Veteran’s Services, Director of the Council on Aging, Sewer Superintendent, Building Commissioner, Highway Superintendent, Director Board of Health, Town Engineer, Town Accountant, Conservation Director, Recreation and Parks Director, Health Agent, and Sewer Administrator.
- 1.3 The Town shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of town management, and reserves the power, authority and prerogative, including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of the town management, provided that such rules and other management functions shall not be inconsistent with the provisions of this Agreement.
- 1.4 Any new position created by the Town which would be considered a professional position, whether full-time or regular part-time, shall be a subject of bargaining between the parties to determine its impact on the unit. In no case shall this impact bargaining prevent the Town from creating a position or establishing a compensation schedule for this position.
- 1.5 All new hires, whether appointed to an existing position or to a newly created bargaining unit position, will be subject to a probationary period of six (6) months. Permanent appointment will be subject to a positive review and recommendation of the Town Administrator to the Board of Selectmen by the end of the probationary period and an acceptance of said recommendation by the Board of Selectmen.

During the probationary period, or any extension thereof, the Town may discipline or discharge the probationary employee without recourse to the grievance and arbitration procedure. The probationary period shall begin immediately upon the appointment of the new employee. If needed, the Union

and the Town Administrator may mutually agree to extend the probationary period so that the Town may fully review the employee's work performance.

- 1.6 All new hires will be subject to a pre-employment physical at a facility chosen by the town and at the expense of the town.

Article 2: Union Rights and Representation

- 2.1 All bargaining unit employees shall elect to join the Union or pay the Union an Agency Service Fee, within thirty (30) days of the execution of this agreement, as a condition of employment.
- 2.2 All new bargaining unit employees, within 120 days of hire, shall elect to join the Union, or pay to the Union an Agency Service Fee, as a condition of employment.
- 2.3 The Town agrees to deduct Union Initiation Fees, Dues, Assessments and/or Agency Service Fees from an employee's pay upon written authorization from the employee.
- 2.4 The Town shall remit the aggregate amount of said deductions to the Secretary/Treasurer of the SEIU, Local 888, 529 Main Street, Charlestown, MA 02129, along with a list of employees and the amount of said deductions. The remittance shall be made on a monthly basis.
- 2.5 Subject to the applicable provisions of General Laws Chapter 150E, an employee who fails to maintain membership in the Union or pay an Agency Service Fee, within thirty (30) calendar days following a written demand from the Union requesting discharge, and after being afforded a hearing before the Appointing Authority, shall be discharged, if during such period the required Initiation Fee, Dues or Agency Service Fee have not been tendered. The Union shall indemnify and hold the Town harmless against any and all claims, suits or other forms of liability that may arise out of action taken to comply with this provision.
- 2.6 The Town shall notify the Union of changes in bargaining unit personnel, including names, addresses, job titles and salaries of new employees, as well as the names of employees who have left a unit position and the date of termination.
- 2.7 The Union shall provide the Town with an updated list of stewards for the bargaining unit. Authorized representatives of the Union shall have access to the Town's premises during work hours subject to the approval of the Town. Such approval shall not be unreasonably denied. The Town shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business subject to the approval of the Town.

- 2.8 The Town shall make available to the Union a bulletin board for the purposes of posting notices and information at the Town Hall and the Community Center.
- 2.9 The Town shall not discipline, demote, suspend or discharge an employee without just cause, provided that said employee has fulfilled their 120 day probationary period.

Article 3: Vacancies

- 3.1 When the Town decides to create a new bargaining unit position; to fill an existing bargaining unit position; and/or to change the duties and responsibilities of bargaining unit positions, it shall first adopt a new job descriptions or approve an existing job description for the position in question, and assign a wage classification to any new or reorganized position.
- 3.2 Notice of this action shall be transmitted to the Union which retains any rights to bargain over said decisions which it may have under M.G.L. Chapter 150E.
- 3.3 Notice of any such change in position, vacancy or new position shall be posted on the bulletin boards established by Section 2.8, listing the pay, duties and qualifications of said position. All postings must have an application deadline within a minimum of 10 calendar days.
- 3.4 Such notices shall be posted internally for a minimum of 5 working days prior to soliciting outside candidates.
- 3.5 Qualified internal bargaining unit respondents will receive interviews and consideration for promotional opportunities.

Article 4: Grievance Procedure

- 4.1 A grievance is a dispute between the parties concerning the application, meaning and/or interpretation of the provisions of this agreement.
- 4.2 A grievance must be presented within ten (10) working days of the time of the occurrence of the alleged contract violation, and must processed in accordance with the steps, time limits and conditions set forth below in this article.
- 4.3 Step One

A grievance shall be first presented to the Town Administrator or his/her designee. The grievance shall be presented in writing, dated, state the contract provision(s) violated and signed by the grievant or union. If the matter is not resolved within fourteen (14) days of its presentation, it may be processed at Step Two for resolution.

4.4 Step Two

A grievance unresolved at Step One may be submitted in writing to the Board of Selectmen within five (5) working days from the point of non-resolution at Step One. The Board of Selectmen must arrange a hearing within fourteen (14) days of receipt provided that the hearing is scheduled no later than twenty-one (21) days from the date of submission to the Board. The Board of Selectmen shall respond in writing within ten (10) working days of hearing the grievance.

4.5 Step Three

If the matter is not resolved at Step Two, the grievance may be submitted by the Union or the Town to arbitration. Demands shall be filed with the American Arbitration Association. The parties shall abide by the rules and procedures of American Arbitration Association. The costs of arbitration shall be born equally by the parties. The arbitrator does not have the power to add to, delete from, alter, or modify the terms of the contract.

4.6 The time limits at any level of the procedure may be extended by mutual written agreement of the parties.

4.7 Where the time limits specified herein are not complied with by the Town, the Union may process the grievance at the next step of the procedure.

4.8 A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limits specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not eligible for further appeal.

4.9 It is expressly understood that an employee may request the presence of a Union Steward at any level of the grievance procedure.

Article 5: Layoff and Recall

5.1 Employees shall have seniority rights within their specific department and/or classification according to date of hire in that department, title and job classification subject to the prevailing conditions of M.G.L. Chapter 31 dealing with layoff and recall rights, if applicable.

5.2 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. In the event of a layoff, every effort will be made by the Town to maintain all positions covered by this Agreement. Prior to any

layoff of bargaining unit members, the Town shall provide employees and the Union with thirty (30) days notice of the layoff.

- 5.3 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. All laid off employees will be rehired on a last-out, first-in basis, before any new employees are hired and each employee shall remain on the recall list for eighteen (18) months. Employees who are eligible for recall will be given seven (7) days notice of recall. Notice of recall will be transmitted by first class mail, return receipt requested. It is the obligation of the employee to provide the Town with an accurate mailing address during the period of layoff. The Town will be deemed to have satisfied its obligations under this Article by mailing the recall notice to the last known address of the employee eligible for recall. The employee must notify the Town, through the Town Administrator's office, of his/her acceptance of recall to the position offered not later than seven (7) days after the date on which notice of recall was received. Failure to respond within the seven (7) day period shall be deemed a rejection of recall and the recall will be offered to the next person on the recall list, or if no other persons are on the list, the position shall be filled from outside the bargaining unit. In the event that an employee fails to accept a recall, the employee's recall rights are terminated."
- 5.4 No new employees will be hired for any classification until the current recall list for that classification is exhausted.

Article 6: Holidays

- 6.1 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 employees shall be excused from duty:

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

- 6.2 An employee on unpaid leave shall not be eligible for holiday pay during the period covered by said leave.
- 6.3 A holiday that lands on a Saturday will be observed on a Friday. A holiday that lands on a Sunday will be observed on a Monday."

- 6.4 An employee on vacation or sick day when a designated holiday occurs during such vacation or sick day shall be compensated for the holiday and not charged with use of a vacation day or sick day.

Article 7: Personal Days

- 7.1 On July 1 of each fiscal year, all members of the bargaining unit shall be granted (3) days off with pay each fiscal year at his/her discretion to conduct personal business. Effective July 1, 2016, all members of the bargaining unit shall be granted four (4) days off with pay each fiscal year at his/her discretion to conduct personal business.
- 7.2 Personal days shall be granted based upon an 8-hour day.
- 7.3 Personal day shall not be accrued and must be taken prior to June 30 of each fiscal year. Unused personal days will be forfeited.
- 7.4 Use of a personal day shall require twenty-four (24) hours notice to and approval from the Town Administrator. Approval for use of such leave will not be arbitrarily or capaciously denied. Such notice may be waived on an individual basis.

Article 8: Vacation

- 8.1 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, 2016, 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.

Length of Service	Vacation Time Earned
6 months – up to 5 years	3 weeks
5 years – up to 15 years	4 weeks
15 or more years	5 weeks

- 8.2 An employee may carry over 15 vacation days per year, which must be used by June 30th of the following fiscal year or the employee will not accrue additional vacation time until such time as all carried over vacation time is used. Employees who have more than 15 vacation days to carry over as of June 30, 2012 will be allowed to use up their excess days over a period of five years, such that by June 30, 2017 all employees will only carry over the maximum of 15 vacation days per year.
- 8.3 An employee on any type of unpaid leave for more than thirty (30) calendar days, shall not be entitled to accrue vacation time until his/her return to work at which time the vacation allowance will be prorated.
- 8.4 In the event that an employee is required to return to work due to unforeseen emergencies during a vacation period, the employee shall be credited vacation time for the day(s) or portion of day(s) involved.
- 8.5 Upon separation or termination of employment, employees shall receive compensation for any and all unused vacation time at a rate of pay equal to the employee's rate of pay at the time of separation/termination.
- 8.6 Upon the death of an employee, his/her unused vacation time shall be paid to his/her estate.
- 8.7 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the first day of the employee's scheduled vacation period.
- 8.8 The Town Administrator will approve vacation time requests up to (3) three consecutive weeks; The Town (BOS) must approve vacation requests in excess of (3) consecutive weeks.

Article 9: Bereavement Leave

- 9.1 All unit members shall be granted bereavement leave.
- 9.2 Such leave shall not be charged as sick, vacation or personal time.
- 9.3 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.
- 9.4 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.

- 9.5 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 relatives of the employee or of the employee’s spouse.
- 9.6 There shall be no distinction of foster, step or half-relatives in the granting leave under this section.

Article 10: Certification, Licenses, Professional Affiliations and Professional Development

- 10.1 Subject to the prior approval of the Town, The Town agrees to reimburse all employees who are required by statute, job and employment qualifications and requirements, or any combination thereof, to maintain active and “in good standing” status for such certification and/or license requirements. It is expressly understood that employees shall address requests for such compensation to the Town Administrator (including information about fees, tuition, and related expenses) for prior approval. Further, it is expressly understood that employees shall provide the Town Administrator with copies of said certifications or licenses upon receipt.
- 10.2 The Town shall pay for membership fees for state and national professional associations that are required for the position, subject to submittal of sufficient documentation to the Town Administrator for approval. The Town Administrator’s decision cannot be grieved past the level of the Board of Selectmen.
- 10.3 Subject to the availability of funds and the approval of the Town, the Town shall pay tuition, registration fees and cost of material for courses and seminars taken by unit members to enhance their work-related professional development. For courses, tuition reimbursement will be based upon the following schedule: A = 100% reimbursement; B = 75% Reimbursement; C = 25% reimbursement; Less than C = 0% reimbursement; Pass/Fail: 100% reimbursement if passed; 0% if failed.
- 10.4 The Town shall pay one thousand dollars (\$1,000) annually to any member who has completed the necessary courses of study and training and has been awarded and maintains certification and a designation by a State Association, State Agency, and/or International Council. Eligible part-time employees will receive the stipend on a pro-rated basis. The Building Commissioner must maintain all certifications listed below in order to be eligible for a maximum stipend of \$1,000. The following positions are eligible for the following certifications per the requirements.

<u>Position</u>	<u>Association or Agency</u>	<u>Certification Requirements</u>
Building Commissioner	MA Building Inspectors and Commissioners Assn.	per Association
Building Commissioner	MA Department of Safety	per Department
Building Commissioner	International Code Council	per Council
Chief Assessor	MA Assessors Assn.	per Association
COA Director	MA Councils on Aging & Senior Center Directors Assn.	per Association
Town Accountant	MA Municipal Auditors & Accountants Assn.	per Association
Veterans Agent	MA Dept of Veterans Services	per Dept. Annual Training

10.5 Each permanent member of the bargaining unit who is required to have a hoisting license and who holds and maintains a hoisting license shall receive an annual stipend of \$150.00.

Article 11: Jury Duty

11.1 All employees of the bargaining unit who called to serve for jury duty shall receive the amount equal to the difference between his/her normal compensation and the amount received from the court for jury duty.

11.2 Employees must provide the Town with proof of service.

Article 12: Personal Expenses, Mileage

12.1 All employees shall receive compensation for the use of his/her personal vehicle in the performance of their established, official duties and responsibilities for the Town.

12.2 Said compensation shall be paid at the applicable IRS rate, as approved by the Town.

Article 13: Insurance

13.1 Employees of the bargain unit shall be eligible to participate in all insurance programs offered by the Town.

- 13.2 Premiums for the plan year effective June 1, 2012, HMO health insurance contribution rates will be a 70/30 employer/employee split.
- 13.3 Eligibility for such participation requires an employee to meet the standards as defined by M.G.L. Chapter 32B.
- 13.4 The Town agrees to provide opportunities for continued group insurance coverage in accordance with the provisions of COBRA for employees who have severed their employment.

Article 14: Family Medical Leave Act (FMLA)

- 14.1 The Town shall grant Family and Medical Leave to all eligible employees in accordance with the Family and Medical Leave Act.

Article 15: Sick Leave

- 15.1 Employees of the unit shall accrue one and one-quarter (1 ¼) days per month as a sick leave benefit, not to exceed fifteen (15) days per year. A day shall be calculated based upon the employee's average number of hours worked per week divided by the number of days worked per week. Employees may accumulate sick days up to 150 sick days for the purposes of sick leave buyback upon retirement/death. Employees hired after January 1, 2012 will no longer be eligible for sick leave buyback. For the purposes of usage, there shall be no limitation on sick leave accrual.
- 15.2 All new employees shall accrue, but not be eligible to draw upon sick days during their probationary period. (First 120 days of employment).
- 15.3 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 for unused accumulated sick at a 20% rate of their salary.
- 15.4 Paid sick days shall be considered as time worked.
- 15.5 Employees shall notify the Town Administrator's Office within a reasonable time before the start of work of his/her intention to use a sick day.
- 15.6 Employees utilizing sick leave for three (3) or more consecutive workdays shall be required upon request of the Town Administrator to provide documentation from an appropriate medical authority for such leave.
- 15.7 The Town agrees to analyze the feasibility of providing short and/or long term disability insurance.

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

Article 16: Leaves of Absence

16.1 All employees covered by this agreement may be granted a leave of absence subject to the approval of the Town.

16.2 Such leave may be granted with or without pay. During such leave, the employee may exercise his/her right to continue insurance coverage(s) provided by the Town, provided that the employee is responsible for his/her portion of the cost of the premium(s) during the period of leave.

Article 17: Work Related Injuries

17.1 All injuries must be reported within 24 hours to the employee's immediate supervisor or the Town Administrator, or the Town Administrator's designee.

Article 18: Work Week

18.1 The normal workweek for all employees shall be defined as Monday through Friday. Each full-time employee's average workweek shall consist of five days/40 hours per week, and part time employees' schedules will be apportioned thereof.

Article 19: Personnel Records

19.1 An employee, or designated representative, may request and shall be granted, the opportunity to review any and all records relative to his/her employment maintained by the Town. The Town Administrator shall maintain such records.

19.2 Such records may be reviewed and copied at the employee's request during normal, established business hours.

Article 20: Annual Review

20.1 A performance review shall be conducted on an annual basis by the Town Administrator.

20.2 The parties agree to develop a mutually agreeable performance evaluation form by September 30, 2012. If a mutually agreeable form is not agreed upon by said date, the Town may unilaterally implement its own performance evaluation form. Performance reviews will occur annually and the outcome of those reviews may

be used to grant, when appropriate and subject to available funding, performance pay.

Article 21: Protective Clothing

21.1 The Town will provide reimbursement upon proof of receipts for 1) safety shoes and 2) clothing damaged while in the field (at the discretion of the Town); however, the total maximum reimbursement shall be \$200 per fiscal year. This provision shall apply only to the building commissioner and sewer superintendent.

Effective July 1, 2012, A uniform service for the Sewer Superintendent will be provided at no cost to the employee, and \$200 will be provided to him/her to purchase safety shoes. The Sewer Superintendent will not be eligible for the allowance provided in the preceding paragraph. The Sewer Superintendent would be required to wear said uniform during working hours and, when feasible, call-outs.

Article 22: Discipline

22.1 Any and all employees covered by this agreement shall not be disciplined or dismissed without just cause.

Article 23: Wages

23.1 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 June 30, 2012 (not retroactive), the annual salary of the Sewer Superintendent will increase to \$81,388.
- (b) Effective June 30, 2012 (not retroactive), the annual salary of the Recreation Director will increase to \$42,000 and the number of hours to 30 hours per week. However, nothing in this section requires that the Town maintain this position at 30 hours per week in the future and the Town retains all its management rights to adjust these hours in accordance with G.L. c. 150E and adjust the salary accordingly to correspond with any future change in hours.
- (c) The maximum annual salary for the M-3 Pay Grade will be increased to \$85,000.

23.2 The following salary ranges shall be utilized for hiring new employees (based upon average of 40 working hours per week):

Effective July 1, 2014

<u>POSITION</u>	<u>PAY GRADE</u>	<u>PAY RANGE July 1, 2014</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
DPW Director	M-4	70,711	83,084	95,458
Town Accountant	M-3	56,569	66,469	85,000
Building Commissioner	M-3	56,569	66,469	85,000
Chief Assessor	M-3	56,569	66,469	85,000
Highway Superintendent	M-3	56,569	66,469	85,000
Sewer Superintendent	M-3	56,569	66,469	85,000
Board of Health Director	M-3	56,569	66,469	85,000
Director of Conservation	M-3	56,569	66,469	85,000
Town Engineer	M-3	56,569	66,469	85,000
Recreation Director	M-2	44,367	52,131	59,896
Council on Aging Director	M-2	44,367	52,131	59,896
Veteran's Agent	M-2	44,367	52,131	59,896
Sewer Administrator	M-2	44,367	52,131	59,896
Health Agent	M-2	44,367	52,131	59,896
	M-1	36,973	43,442	49,913

24.3 In cases of layoffs, the Town agrees that it will not hire a replacement at a lower salary than the previous incumbent. In all other hiring situations, the Town can hire an individual at a starting salary that falls within the applicable pay range for the position.

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

Article 24: Indemnification

24.1 The Town shall indemnify and hold harmless each member of the bargaining unit from as required by M.G.L. 258 any claims, suits or judgments, including legal fees, in connection with the performance of his/her duties in their respective position. The Town will provide legal counsel in defense of any action in which the employee is a party by reason of the alleged performance or non-performance of his/her duties, except as may related to suspension or termination of employment with the Town, and to indemnify employees in all claims made against him or her in the performance of said duties, even if said claim is made following termination from employment.

Article 25: Committee on Political Education

25.1 Committee on Political Education 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 26: Entire Agreement/Stability

26.1 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.

Article 27: Duration

27.1 This agreement shall be effective July 1, 2014 and continue in full force and effect for a one year period, expiring on June 30, 2017.

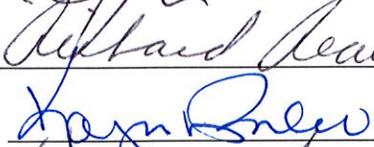
27.2 Negotiation for a successor agreement shall commence when either party informs the other of its intention to open successor negotiations no later than six month(s) prior to the expiration of this agreement.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 9th day of March, 2015.

TOWN OF TYNGSBOROUGH

SEIU LOCAL 888



Richard Beaudin


Karen Breyer


William Jones



Cheryl


Howard

