



TOWN OF TYNGSBOROUGH

Office of the Selectmen

25 Bryant Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

Board of Selectmen Meeting Executive Session Minutes Approved

Monday August 30, 2010 6:00 P.M.

Town Offices

Member Present: Selectwoman Ashley O'Neill, Selectwoman Elizabeth Coughlin, Selectman Rick Reault, Selectman Robert Jackson.

Member Absent: Selectman Rich Lemoine,

Staff: Town Administrator Michael Gilleberto, Admin. Assistant Therese Gay

"The listing of matters are those reasonable anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed, and other items not listed may also be brought up for discussion to the extent permitted by law."

1. 9:35P.M. Executive Session

The board may move to go into executive session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations if an open meeting may have a detrimental effect on such subject matters.

- Collective Bargaining

The Board voted on a motion by Selectman Reault, second by Selectman Jackson to enter into Executive Session to discuss strategy with respect to collective bargaining, litigation, or exempt negotiations where an open meeting will have a detrimental effect on the subject matter, the Chair so declares. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, absent; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; and Selectman Reault, yes. The Board entered into executive session at 9:35 P.M.

The mid-managers are grieving the restoration of hours and pay increase for one member. They want everyone to be treated equally, either restore everyone's hours or bring the individual back to the 2009 hours and rate. The changes were not bargained. The hearing deadline is Tuesday, August 31, 2010. The Board conferred with Labor Counsel after discussions the Board voted 4-0-1 to authorize the Town Administrator and Labor Counsel to offer a settlement of returning to the FY2009 hours and bargaining any changes. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, absent; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; and Selectman Reault, yes.

The Board voted 4-0-1 on a motion by Selectman Reault, second by Selectman Jackson to exit Executive Session and to return to open session only to adjourn. The Board exited executive session at 11:30 P.M.

Respectfully submitted,

Therese Gay
Admin Assistant

Approved on Monday September 13, 2010



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

2010 AUG 26 AM 6:02

SEAN P. GILBERTO
TYNGSBOROUGH, MA.

August 19, 2010

Mr. Mark Dupell, Steward
SEIU Local 888, Mid-Manager's Chapter

Dear Mr. Dupell:

The Board of Selectmen respectfully requests an extension of the deadline for rendering a decision concerning the Mid-Manager's grievance of July 8, 2010, to September 1, 2010.

Sincerely,

Michael P. Gilleberto
Town Administrator

cc: Board of Selectmen
Darren Klein, Labor Counsel
Patrick McNabb, SEIU

OK
MCD
8-20-10

①



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August 19, 2010

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Dear Mr. Dupell:

The Board of Selectmen respectfully requests an extension of the deadline for rendering a decision concerning the Mid-Manager's grievance of July 8, 2010, to September 1, 2010.

Sincerely,

Michael P. Gilleberto
Town Administrator

cc: Board of Selectmen
Darren Klein, Labor Counsel
Patrick McNabb, SEIU



TOWN OF TYNGSBOROUGH
Board of Selectmen
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320
E-mail: tgay@tyngsboroughma.gov

July 30, 2010

Mr. Mark Dupell
SEIU Local 888, Mid-Manager's Chapter

Dear Mr. Dupell:

This letter is sent in response to your appeal of the grievance dated July 8, 2010 to the Board of Selectmen. Please be advised that pursuant to the Mid-Manager's collective bargaining agreement, the Board of Selectmen has scheduled a hearing for Monday, August 16, 2010. I will confirm the time at which the grievance will be discussed with you prior to that date.

Sincerely,

Michael Gilleberto
Town Administrator

Tyngsborough Mid-Management Chapter of SEIU Local 888
Town Hall
25 Bryant Lane
Tyngsborough, MA 01879

2010 JUL 25 PM 2:47

MARK DUPPELL
TYNGSBOROUGH, MA.

July 26, 2010

To: Honor Board of Selectmen
Town of Tyngsborough
Re: Grievance- **Step 2**

The Tyngsborough Mid-Management Chapter of SEIU Local 888 grieves Town Administrator Michael P. Gilleberto's "Denial of our July 8th Grievance" (copy attached) in his letter (copy attached) dated July 22, 2010.

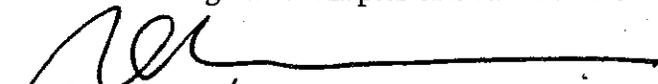
Specifically, the second paragraph which states "any change in working conditions be bargained with the union" and the final paragraph which states "Additionally, the Sewer Commission requested, and Town Meeting approved funding for, the restoration of hours for the Sewer Superintendent and the Assistant Superintendent for Fiscal Year 2011. These positions are eligible for payment for those restored hours at the June 30th, 2010 rate."

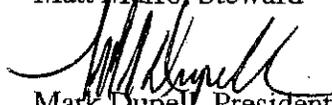
The Union grieves that terms stated in the final paragraph of Michael Gilleberto's letter have not been bargained with the union. The Union was not asked to negotiate the terms of the change in working conditions nor its impact on FY2011 compensation. Precedent has been set for those employees whose hours were restored in that their salaries were frozen at FY2009 levels.

An additional grievance is that the aforementioned letter was received roughly an hour before payroll should be remitted to the bank.

The remedy to the grievance is restore all Mid-Management Union members' hours to FY09 levels and FY10 pay rates or to compensate the Sewer Superintendent and the Assistant Superintendent at FY09 salary levels consistent with other Union members with restored hours.

Mid-Management Chapter of SEIU Local 888


Matt Marro, Steward


Mark Dupell, President



TOWN OF TYNGSBOROUGH

Office of the Town Administrator
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320
E-mail: mgilleberto@tyngsboroughma.gov

July 22, 2010

Mr. Mark Dupell, Steward
SEIU Local 888, Mid-Manager's Chapter

Dear Mr. Dupell:

This correspondence is sent in response to SEIU Local 888, Mid-Manager's Chapter's grievance dated July 8, 2010.

Local 888, Mid-Manager's Chapter, contends that the Town has not negotiated the restoration of hours for Sewer Department personnel and grieves the timing of the internal notification dated July 8, 2010. Please be advised that the grievance is denied. While the Town is not required to notify Local 888 prior to restoring hours, the Town is willing to negotiate the restoration of these hours with Local 888.

The Town is also eager to address other pending collective bargaining issues through negotiations and looks forward to meeting with you as soon as possible.

Sincerely,

Michael P. Gilleberto
Town Administrator

approval shall not be unreasonably denied. The Employer shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business.

2.8 The Employer 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 Board of Selectmen or its designee decide 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, along with a copy the job description. 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 Special consideration for promotional opportunities will be given to members of the bargaining unit.

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 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. The parties shall abide by the rules and procedures of American Arbitration Association. The costs of arbitration shall be born equally by the parties.

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.

4.8 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 of a layoff or a reduction of hours, every effort will be made by the Town to maintain all positions covered by this Agreement. Prior to any reduction of hours or layoff of bargain unit members, the Town shall provide the member and the Union with a written notice 30 calendar day prior to the effective date.

5.3 An employee who is laid off or whose hours have been reduced shall be placed on a recall list for an eighteen (18) month period.

5.4 No new employees will be hired for any classification until the current recall list for that classification is exhausted.

5.5 In the event of a layoff, affected employees shall be entitled to be compensated for all vacation leave to which they are entitled to under the terms of this agreement, effective as of the date of layoff.



GRIEVANCE FORM

2010 JUN -5 PM 2:33

SEIU LOCAL 888
TOWN OF CHARLESTOWN
CHARLESTOWN, MA.

Filed With Employer on: 7/8/2010

Filed at Step: 1 2 3

Steward: Matthew Mauro

MEMBER INFORMATION

Member's Name: Collective Mail-Manager's Chapter of SEIU Local 888

Home Address: 25 Boyants Lane
Tyrngs Borough MA 01879

Job Title: _____

Employer: Town of Tyrngsborough

Supervisor: _____

Phone: w) _____
h) _____

c) 978 314 7858

Fax: 888 435 5999

Shift: _____ FT PT

Date of Hire: 1/1/

GRIEVANCE INFORMATION

Statement of Grievance: see attached Summary

Date of Occurrence or Knowledge: 7/8/2010

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to
See attached Summary

Remedy: Make the Union whole including but not limited to
See attached Summary

PLEASE SIGN

Signature of Member: Matthew Mauro

Date: 7/8/2010

for the Union: Matthew Mauro President Mail Manager Union

Date: 7/8/10



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

FROM: Michael P. Gilleberto, Town Administrator *MP*

TO: Jacqueline Cronin, Town Accountant
Kerry Colburn-Dion, Town Treasurer

DATE: July 8, 2010

RE: Collective Bargaining Agreements

Agreements for the Town's four collective bargaining units (Clerical, Highway, Mid-Managers, and Police) expired on June 30th. While it is hoped that new agreements can be finalized very soon, those agreements are not anticipated to be in place before the end of the first FY 2011 pay period.

Massachusetts General Law Chapter 150E requires that any change in working conditions be bargained with the union. Accordingly, salary and wage rates effective June 30th, 2010 are carried forward to July 1st until a new contract is agreed upon.

Below is an outline of the status of each agreement, and the corresponding impact upon salaries/benefits:

- Clerical: salaries and wages continue at the rate they were at as of June 30th, 2010
- Highway: salaries and wages continue at the rate they were at as of June 30th, 2010
- Mid-Managers: salaries and wages continue at the rate they were at as of June 30th, 2010
- Police: terms and conditions of the agreement effective June 30th, 2010 are carried forward (patrol officers within their first two years may be eligible for a step increase)

Additionally, the Sewer Commission requested, and Town Meeting approved funding for, the restoration of hours for the Sewer Superintendent and the Assistant Superintendent for Fiscal Year 2011. These positions are eligible for payment for those restored hours at the June 30th, 2010 rate.

cc: Board of Selectmen
Darren Klein, Esquire



GRIEVANCE FORM

Filed With Employer on: 7/8/2010

Filed at Step: 1 2 3

Steward: Pamela Berman

MEMBER INFORMATION

Member's Name: SEIU Local 888, Clerical Chapter - Town of Tyngsborough, MA, et al

Home Address: _____

Phone: w) _____

h) _____

c) 508-584-3423

Job Title: _____

Fax: _____

Employer: Town of Tyngsborough

Shift: _____ FT PT

Supervisor: _____

Date of Hire: / /

GRIEVANCE INFORMATION

Statement of Grievance: Violation of Article XIX: Wages Section 19.01 "... employees will advance one step on each succeeding July 1st upon completion of one full year of additional service ..." per correspondence received from Michael Gillebert, Town Administrator, concerning Collective Bargaining Agreements dated July 8, 2010. Violation of the Tyngsborough Town Meeting Vote on the FY 2011 Budget that included the Step increases, - Voted on May 18, 2010.

Date of Occurrence or Knowledge: 7/8/2010

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to See Attached and Article XIX: Wages, Section 19.01

Remedy: Make the Union whole including but not limited to See Attached and Full compensation increase approved by Town Meeting and under SEIU Local 888, Clerical Chapter Contract

PLEASE SIGN

Signature of Member: Pamela C. Berman

Date: 7/8/10

For the Union: _____

Date: / /

CONTRACT

BETWEEN

THE TOWN OF TYNGSBOROUGH

AND



Mid Management Chapter

July 1, 2007 – June 30, 2010

www.seiu888.org

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Article 1: Recognition

1.1 The Tyngsborough Board of Selectmen, hereinafter referred to as "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 of Tyngsborough, 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:

Assistant Assessor, Town Treasurer, Director of Veteran's Services, Director of the Council on Aging, Director of Planning and Community Development, Sewer Superintendent and Building Commissioner; Highway Superintendent, Director Board of Health, Town Engineer; Town Accountant, Conservation Director, Recreation and Parks Director

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 position, will be subject to a probationary period of 120 calendar days. Permanent appoint 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.

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.

- 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 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 Employer's premises during work hours subject to the approval of the Employer. Such approval shall not be unreasonably denied. The Employer shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business.
- 2.8 The Employer 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 Board of Selectmen or its designee decide 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, along with a copy the job description. 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 Special consideration for promotional opportunities will be given to members of the bargaining unit.

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 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.
- 5.5 In the event of a layoff, affected employees shall be entitled to be compensated for all vacation leave to which they are entitled to under the terms of this agreement, effective as of the date of layoff.

Article 6: Holidays

- 6.1 The following days or days as such, shall be recognized as holidays by the Town of Tyngsborough 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.
- 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 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 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 fiscal year in which the vacation time is granted.

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 forward any accumulated vacation that he/she previously accumulated prior to the execution date of this agreement. Effective July 1, 2005, an employee may accumulate vacation time and carry over up to thirty (30) days of vacation time per fiscal year.

- 8.3 An employee on any type of unpaid leave for more than forty-five (45) calendar days, shall not be entitled to 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 A minimum of five (5) vacation days must be taken each fiscal year for employees earning 3 weeks or 4 weeks of vacation. Employees earning 5 weeks of vacation must take a minimum of ten (10) days of vacation.
- 8.9 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 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, 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.
- 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

*Contract between Town of Tyngsborough and SEIU Local 888, Mid Management Chapter
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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
Town Treasurer	MA Collectors & Treasurers Assn.	per Association
Veterans Agent	MA Dept of Veterans Services	per Dept. Annual Training

10.5 Effective July 1, 2007, and each year thereafter, each permanent member of the bargaining unit who holds and maintains a hoisting license shall receive an annual stipend of \$150.00.

Article 11: Military Service

11.1 All employees who are called for State or Federal Military Training Forces shall be paid in accordance with M.G.L Chapter 59, Section 17 and any Federal Laws governing military service leave.

Article 12: Jury Duty

12.1 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.

12.2 Employees must provide the Town with proof of service.

Article 13: Personal Expenses, Mileage

13.1 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 of Tyngsborough.

13.2 Said compensation shall be paid at the applicable IRS rate, as approved by the Board of Selectmen.

Article 14: Insurance

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

14.2 Employees hired on or after July 1, 2005, will have a 30% contribution rate applied to any HMO health insurance plan offered by the Town while employed by the Town. Effective July 1, 2008, HMO health insurance contribution rates will be a 77.5/22.5 employer/employee split for bargaining unit members hired prior to July 1, 2005. Effective July 1, 2009, HMO health insurance contribution

rates will be a 75/25 employer/employee split for bargaining unit members hired prior to July 1, 2005. For employees hired on or after July 1, 2005, HMO health insurance contribution rates will continue to be a 70/30 employer/employee split.

- 14.3 Eligibility for such participation requires an employee to meet the standards as defined by M.G.L. Chapter 32B.
- 14.4 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 15: Family Medical Leave Act (FMLA)

- 15.1 The Town shall grant Family and Medical Leave to all employees in accordance with the Family Medical Leave Policy as adopted by the Town.

Article 16: Sick Leave

- 16.1 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. For the purposes of usage, there shall be no limitation on sick leave accrual.
- 16.2 All new employees shall accrue, but not be eligible to draw upon sick days during their probationary period. (First 120 days of employment)
- 16.3 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.
- 16.4 Paid sick days shall be considered as time worked.
- 16.5 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.
- 16.6 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.

Article 17: Leaves of Absence

- 17.1 All employees covered by this agreement may be granted a leave of absence subject to the approval of the Board of Selectmen.
- 17.2 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 18: Work Related Injuries

- 18.1 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 19: Work Week

- 19.1 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 20: Personnel Records

- 20.1 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.
- 20.2 Such records may be reviewed and copied at the employee's request during normal, established business hours.

Article 21: Annual Review

- 21.1 A performance review shall be conducted on an annual basis by the Town Administrator.
- 21.2 Form – to be mutually agreed upon by the Town/Union.

Develop performance evaluation form.

Article 22: Protective Clothing

- 22.1 The Town will provide reimbursement for 1) safety shoes and 2) clothing damaged while in the field (at the discretion of the supervisor or applicable

Board); however, the total maximum reimbursement shall be \$200 per fiscal year. This provision shall apply only to the building commissioner and sewer superintendent.

Article 23: Discipline

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

Article 24: Wages

24.1

Effective July 1, 2007, each employee shall receive a 2.5% base salary increase.

Effective July 1, 2008, each employee shall receive a 3% base salary increase.

Effective July 1, 2009, each employee shall receive a 3% base salary increase.

If the Town's population reaches 12,000 inhabitants, the Veteran's Agent position would be increased to 40 hours per week and the base salary for said position would be increased to \$40,000.

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

Effective July 1, 2007:

POSITION	PAY GRADE	PAY RANGE July 1, 2007		
		MIN	MID	MAX
DPW Director	M-4	66,651	78,315	89,979
Town Treasurer	M-3	53,321	62,653	72,783
Town Accountant	M-3	53,321	62,653	72,783
Building Commissioner	M-3	53,321	62,653	72,783
Chief Assessor	M-3	53,321	62,653	72,783
Highway Superintendent	M-3	53,321	62,653	72,783
Sewer Superintendent	M-3	53,321	62,653	72,783
Planning and DC Director	M-3	53,321	62,653	72,783
Board of Health Director	M-3	53,321	62,653	72,783
Director of Conservation	M-3	53,321	62,653	72,783
Town Engineer	M-3	53,321	62,653	72,783
Recreation Director	M-2	41,820	49,139	56,457
Council on Aging Director	M-2	41,820	49,139	56,457
Veteran's Agent	M-2	41,820	49,139	56,457

Sewer Administrator	M-2	41,820	49,139	56,457
	M-1	34,850	40,949	47,048

These pay ranges shall be increased by 3% effective July 1, 2008 and 3% effective July 1, 2009.

Effective July 1, 2008 (3% increase):

<u>POSITION</u>	<u>PAY GRADE</u>	<u>PAY RANGE July 1, 2008</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
DPW Director	M-4	68,651	80,664	92,678
Town Treasurer	M-3	54,921	64,533	74,966
Town Accountant	M-3	54,921	64,533	74,966
Building Commissioner	M-3	54,921	64,533	74,966
Chief Assessor	M-3	54,921	64,533	74,966
Highway Superintendent	M-3	54,921	64,533	74,966
Sewer Superintendent	M-3	54,921	64,533	74,966
Planning and DC Director	M-3	54,921	64,533	74,966
Board of Health Director	M-3	54,921	64,533	74,966
Director of Conservation	M-3	54,921	64,533	74,966
Town Engineer	M-3	54,921	64,533	74,966
Recreation Director	M-2	43,075	50,613	58,151
Council on Aging Director	M-2	43,075	50,613	58,151
Veteran's Agent	M-2	43,075	50,613	58,151
Sewer Administrator	M-2	43,075	50,613	58,151
	M-1	35,896	42,177	48,459

Effective July 1, 2009 (3% increase):

<u>POSITION</u>	<u>PAY GRADE</u>	<u>PAY RANGE July 1, 2009</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
DPW Director	M-4	70,711	83,084	95,458
Town Treasurer	M-3	56,569	66,469	77,215
Town Accountant	M-3	56,569	66,469	77,215
Building Commissioner	M-3	56,569	66,469	77,215
Chief Assessor	M-3	56,569	66,469	77,215
Highway Superintendent	M-3	56,569	66,469	77,215
Sewer Superintendent	M-3	56,569	66,469	77,215
Planning and DC Director	M-3	56,569	66,469	77,215

Contract between Town of Tyngsborough and SEIU Local 888, Mid Management Chapter
July 1, 2007 – June 30, 2010

Board of Health Director	M-3	56,569	66,469	77,215
Director of Conservation	M-3	56,569	66,469	77,215
Town Engineer	M-3	56,569	66,469	77,215
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
	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.

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

Article 25: Indemnification

25.1 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 26: Committee on Political Education

Committee on Political Education fund: The Employer 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 27: Entire Agreement/Stability

27.1 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 28: Duration

- 26.1 This agreement shall be effective July 1, 2007 and continue in full force and effect for a one year period, expiring on June 30, 2010.
- 26.2 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.
- 26.3 If both parties are agreeable, the contract may be extended for an additional year. The only terms of the contract that would be negotiable are wages.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of _____, 20

TOWN OF TYNGSBOROUGH

SEIU LOCAL 888

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)~~ **five (5)** 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)~~ **five (5)** 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 **significant other** 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 relatives of the employee or of the employee's spouse **significant other**.
- 10.06 There shall be no distinction of foster, step or half-relatives in the granting leave under this section.

ARTICLE 9: SICK LEAVE

Except as otherwise provided by any special or general laws, each employee who sustains injury or illness arising out of his employment in the Town service, shall be entitled to receive his full pay for the period of his incapacity up to eight (8) weeks, less those benefits payable by Workmen's Compensation Insurance or other insurance plans paid for in whole or part by the Town. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Department Head, which may require periodic written testimony from a licensed physician supporting the claim of continued incapacity as a condition precedent to his approval. All permanent Town Employees shall not have sick leave deducted while absent because of an occupational injury.

All permanent Town Employees shall not accrue sick or vacation leave for the period of their incapacitation while on occupational sick leave.

9.01 Eligible Every Full-time and part-time employees subject to this Agreement shall ~~accrue sick leave at a rate of 1 (one) day per month for each month of continuous employment~~ be allowed sick leave with pay for a period of up to seventeen (17) business days during each fiscal year. Employees may accumulate up to a maximum of ~~120~~ 215 days of unused sick leave. Fractional employees shall be allowed sick leave with pay for a period of ten (10) business days during each fiscal year. Fractional employees may accumulate up to a maximum of 100 days of unused sick leave.

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%~~ 50% 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.

ADD: LAYOFF LANGUAGE (100% BUTBACK)

ARTICLE IX
BEREAVEMENT LEAVE

- ~~A. Starting with the day of death, each member of the bargaining unit shall be granted five (5) calendar days off without loss of pay in event of a death in his/her immediate family.~~
- ~~B. Immediate family constitutes and includes the following: spouse, child, mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandchild, sister, brother, brother-in-law, sister-in-law, or any relative residing within said employees household.~~
- ~~C. Bereavement leave of one (1) day excluding days off shall be granted in the event of death of relative not included above to attend the funeral (example, aunt/uncle, niece/nephew).~~
- ~~D. Leave as provided by this section shall not be deducted from any vacation time to which the employees' may be entitled.~~

- A. All unit members shall be granted bereavement leave.
- B. Such leave shall not be charged as sick, vacation or personal time.
- C. The employee shall be granted five (5) 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.
- D. The employee shall be granted five (5) business days without loss of pay or benefits for the loss of: grandparent, grandchild, brother, sister, , of the employee or the employee's significant other and any other relative residing with the employee and the death of any person for whom the employee is responsible for making funeral arrangements.
- E. The employee shall be granted one (1) business day without loss of pay or benefits for the loss of: aunt, uncle, niece, nephew, cousin, and all other relatives of the employee or of the employee's significant other.
- F. There shall be no distinction of foster, step of half-relatives in the granting leave under this section.

ARTICLE X

NON-OCCUPATIONAL SICK LEAVE

Section 2. Every permanent **full-time and part-time** employee subject to this agreement shall be allowed sick leave with pay for a period of up to seventeen (17) during each fiscal year, provided said leave is caused by sickness or injury, exposure to contagious disease, when an employee is required to undergo medical, optical, or dental treatment, or on account of serious illness or death of members on the employees' family. **Fractional employees shall be allowed sick leave with pay for a period of ten (10) business days during each fiscal year. Fractional employees may accumulate up to a maximum of 100 days of unused sick leave.** Failure to notify Department Head/Town Administrator within two hours after starting time, except in extreme circumstances, will result in the employee being charged with leave without pay.

Section 3. Permanent employees to be granted ~~one hundred twenty (120)~~ **two hundred and fifteen (215)** accumulated sick days leave at the rate set forth in section 2 above.

~~New employees must work the minimum of 640 working hours to be eligible.~~

A doctor's certificate may be required after three (3) days of sick leave.

Section 4. Upon retirement or death, an employee or beneficiary shall be paid accumulated sick leave at the rate determined. Such payment will be made in a lump sum.

In the event an employee is laid off, **the Town shall buy back 100% of the accumulated sick days up to (120) days at the rate set forth in Section 2.** ~~, upon recall sick leave would be reinstated at the same level as the last day of employment. The Town's obligation to recall lapses after a period of one (1) year from an employee's last date of employment.~~

For employees hired prior to January 1, 2008: Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the 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 reimbursed for the unused accumulated sick leave up to a maximum of one hundred and twenty (120) days. For the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times eight (8) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

For employees hired on or after January 1, 2008: Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the 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 reimbursed for the unused accumulated sick leave up to a maximum of one hundred and twenty (120) days. For the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times four (4) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

ARTICLE XI
SALARIES

ADD

Employees holding a hoisting license shall be placed in the Job Classification of Equipment Operator.

ARTICLE XVII
REIMBURSEMENTS

ADD

Section 3. All full time employees will be issued a mobile telephone to be used for work only.

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)~~ **five (5)** 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)~~ **five (5)** 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 **significant other** 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 **significant other**.
- 9.6 There shall be no distinction of foster, step of half-relatives in the granting leave under this section.

Article 16: Sick Leave

16.1 Except as otherwise provided by any special or general laws, each employee who sustains injury or illness arising out of his employment in the Town service, shall be entitled to receive his full pay for the period of his incapacity up to eight (8) weeks, less those benefits payable by Workmen's Compensation Insurance or other insurance plans paid for in whole or part by the Town. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Department Head, which may require periodic written testimony from a licensed physician supporting the claim of continued incapacity as a condition precedent to his approval. All permanent Town Employees shall not have sick leave deducted while absent because of an occupational injury.

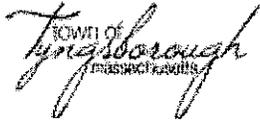
All permanent Town Employees shall not accrue sick or vacation leave for the period of their incapacitation while on occupational sick leave.

16.12 Every full-time and part-time E employees of the unit subject to this Agreement shall accrue one and one-quarter (1 ¼) days per month as a sick leave benefit, not to exceed fifteen (15) days per year. be allowed sick leave with pay for a period of up to seventeen (17) business days during each fiscal 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 150 215 sick days for the purposes of sick leave buyback upon retirement/death of unused sick leave. For the purposes of usage, there shall be no limitation on sick leave accrual. Fractional employees shall be allowed sick leave with pay for a period of ten (10) business days during each fiscal year. Fractional employees may accumulate up to a maximum of 100 days of unused sick leave.

~~16.2 All new employees shall accrue, but not be eligible to draw upon sick days during their probationary period. (First 120 days of employment)~~

16.3 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% 50% rate of their salary.

In the event an employee is laid off, the Town shall buy back 100% of the accumulated sick days at the employee's rate of pay at the time of lay-off.



Michael Gilleberto <mgilleberto@tyngsboroughma.gov>

Information request

Patrick McCabe <pmccabe@seiu888.org>

Sun, Aug 22, 2010 at 9:58 PM

To: "Michael P. Gilleberto" <mgilleberto@tyngsboroughma.gov>

Michael,

We are looking for the following information to help us proceed and come to a fair agreement with the town:

A detailed copy of the town's budget for FY8, FY9, FY10 and FY11.
A detailed copy of the actual revenue and expenses for FY8, FY9, and FY10.

A list of revenue and expenses that were not included in the FY11 budget (i.e. Additional funding as a result of FMAP, better than expected meals tax revenue).

A list of any money that the town receives from the school system (i.e. Money for snow removal).

A copy of the personnel policies for non-union employees.

A list of raises give to non-union employees over the past three years.

An itemized list of attorney's fees for labor relations over the past three years.

Thank you for your prompt attention to this request.

Sincerely
Patrick

Sent from my iPad



Town of Tyngsborough
Office of the Town Collector & Parking Clerk
25 Bryants Lane - Tyngsborough, Massachusetts 01879-1042
Phone: (978) 649-2300, Ext. 127 / Fax: (978) 649-2301
E-mail: genes@tyngsboroughmass.com
Gene R. Spickler, CMMC – Collector & Parking Clerk

June 2, 2006

To: Tyngsborough Board of Selectmen
C/O Rosemary Cashman, Administrator

RE: Copies of my prior concerns and/or unclear wording in the clerical union contract and administration memos are attached as well as some current thoughts

Dear Rosemary & Board;

I have highlighted the sections, which I believe to be most important, on the attached copy of my 3/13/03 response to the Assistant Town Administrator as requested in her letter of 3/6/03. I doubt that they have been changed in the current contract, although I have not received or reviewed a copy.

Section 8.05 is either unclear and poorly worded, or grossly unfair.

Section 8.06 is not stated in the contract as it is being applied per the attached memo and is still not granted to all employees on an equitable basis. To me, we granted 15 minutes of pay without negotiations or concessions when the only employees previously receiving the 15 minutes pay were in the inspectional area.

Section 11.01 is again unclear.

Section 12.02 is again unclear despite the attached memo's trying to clarify it.

In addition, I believe the grade level is inappropriate for the Assistant Collector position and the clerical position that is currently crossed trained to work in the Accountant's, Collector's and Treasurer's offices. I would hope that these could be discussed and if agreed upon, the changes could be implemented in the current contract negotiations rather than 3 years from now. I have been lobbying for a discussion of the Assistant Collector's grade level since they were first assigned. More recently, I believe a position that requires the performance of many job functions in several areas is deserving of a grade level higher than Level 3 clerical personnel.

Please contact me for clarification or discussion of the above topics.

Respectfully,

Gene R. Spickler, CMMC



Town of Tyngsborough

Office of the Town Collector

25 Bryants Lane - Tyngsborough, Massachusetts 01879-1042

Phone: (978) 649-2300, Ext. 127 - Fax: (978) 649-2301

Gene R. Spickler, CMMC - Collector

my copy

March 14, 2003

To: Hillari I. Wennerstrom, Assistant Town Administrator

RE: Union contract comments

8.01 "8.01; 8.01;" is repeated in my contract copy

8.02 "in any in any" is repeated in my contract copy

8.05 seems unclear / or unfair if it is clear

- If scheduled 4.25 hours are you entitled to 2 - 15 minute breaks?
- If scheduled for 1 hour are you entitled to a 15 minute break?
- Is it really a break if you have to remain at your workstation?

8.06 We started paying some employees for the extra 15 minutes on their lunch break about a year and a half ago, with most everybody getting paid for the past year. I believe it should be clarified in the new contract that they are giving up a 15 minute break if we are going to continue this practice. (I presume they are to have 2 breaks for a 7.5 hour shift.)

I would also say this should be considered a benefit granted outside the original contract.

8.11 What does "not be governed by any other provisions set forth herein." really mean?

8.11 I think the second 8.11 on my copy should be 8.12.

11.01 I find the following to not be clearly stated in this section:

- This section says, "An employees length of service is calculated on the basis of the anniversary date which will occur during the fiscal year in which the vacation is granted.", and yet right below this paragraph in the table to determine vacation time, it says "Length of Service as of July 1". Which is correct?
- How much vacation time does an employee have in the examples below?

Start	July 1	Vacation days	July 1	Vacation days
9/1/02	2003	?	2007	?
5/1/03	2003	?	2007	?
- I think it should also be very clear in this section that a workday is a day as described in Article VIII, and is calculated ⁱⁿ hours as indicated on appendix "D".

12.02 Although I think a vacation day before or after a Holiday is not a scheduled workday, it should be clarified and agreed upon, to avoid the problem experienced in Dec. 2000.

19.01 I think this section should state that internal transfers to a different grade remain at the same step level as their current grade, as it is based upon length of service. (Exceptions could be made if the person had experience or specific qualifications for the new position.) I also think it should be clear that new hires would start at step one of the position grade, unless they have past experience, or specific qualifications that would warrant a higher starting step.

I also think we should use in bargaining, the facts that for more than a year we have paid for 15 minutes of a 45 minute lunch break, paid vacation days before they were earned, and paid numerous 1/2 or full days pay when closing early before holidays.

For your convenience, I have enclosed copies of the sections mentioned. I would appreciate the opportunity to meet with you or the negotiator to explain my comments. Thank you.

Gene
Gene Spickler, CMMC

o.d not, as don't have the current contract.

Memo

To: Town Hall Union Employees
From: Hillari I. Wennerstrom, Assistant Town Administrator
CC: Department Managers
Date: 12/20/00
Re: Holiday Pay for December 25 and January 1

Gentle Reminder:

Per the Union contract, Article 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."

Anyone wishing to take off the last workday prior to Christmas and New Year's or the days following each holiday will need to use vacation time for the actual holiday if they wish to be paid for the holiday.

If you have any questions, please feel free to come see me.

Hillari Wennerstrom

Memo

To: Town Hall Union Employees
From: Hillari I. Wennerstrom, Assistant Town Administrator
CC: Department Managers
Date: 12/20/00
Re: Revised - Holiday Pay for December 25 and January 1

The previous memo was sent to avoid any confusion following the holiday and to avoid any disruption of pay for employees – however, due to the close proximity of the holiday, we will allow employees who have already scheduled days off to take the days off if the department manager has previously approved the time off.

The Administration would like to remind all departments that the building will be open for business on Friday and Tuesday – both the weeks of Christmas and New Years.

This year's concession in no way constitutes a past practice or guarantees future provisions.

Happy Holidays!

Hillari Wennerstrom

[Handwritten signatures]

*write about after following
8:00 - The Employer
retains discretion to
set work schedule -*

*①? what is a regularly?
? scheduled work day -*

*② I believe I set the
after hours of the collection.*

*③ we closed early 12/22 & 12/25
despite memo saying we would be open*

Memo

RECEIVED

JAN 16 2002

TYNGSBOROUGH
TOWN COLLECTOR

To: Department Managers
 From: Paul G. Boushell, Town Administrator
 Hillari I. Wennerstrom, Assistant Town Administrator
 CC:
 Date: 1/15/02
 Re: Lunch period for Town Hall Union employees

The administration has recently been questioned regarding certain employees' lunch periods and the provisions of the Union contract that dictate the terms of the 45 minute lunch period, so I'd like to take this opportunity to clarify the issue for all department heads.

The terms of Section 8.06 of the Town Hall Union contract states "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 unpaid lunch. 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." However, it is my understanding that employees have been granted a 45 minute lunch period for which 30 minutes was unpaid and 15 minutes was paid if the employee forfeited one his/her breaks during the day.

After consultation with Labor Counsel and Representatives from NAGE, it has been determined that the Town has a past practice of allowing employees to combine one of their paid breaks with their lunch period to create a 45 minute lunch period of which 15 minutes will be paid. The administration recognizes this past practice and has decided it is in the best interest of our employees to continue the current practice for the remainder of this contract. The subject can and will be corrected as a part of the next round of collective bargaining with the Union.

If you need further clarification on the matter, please feel free to contact either Paul or myself regarding the policy. Also, I'd ask that you review this policy with your employees at this time to make sure that everyone has the same understanding - that is that the employee must forfeit his/her afternoon break in order to be compensated for the additional 15 minutes of the lunch period. I also ask that at this time, all employees who elect to take the 45 minute lunch period do so in writing and have the supervisor sign off on such election. I will file such notices in each employees personnel file.

The 45 minute lunch period continues to be at the discretion of the employee's immediate supervisor. This agreement with the Union does not constitute an opening of the contract or an agreement to make such practice a part of any future contracts. It also does not invalidate other sections of the contract.

Again, please feel free to discuss your concerns with either Paul or myself.

Hill Wennerstrom

SEIU Local 888

to

Town of Tyngsborough

Groundrules for Collective Bargaining

1. We arrive on time for all meetings.
2. All proposals will be presented in writing.
3. No new proposals will be submitted after the fourth bargaining session, excluding any amended or counter-proposals. The groundrules session is considered the first session.
4. Either party can call a caucus at any time.
5. All tentative agreements will be initialed by a representative of each party. All tentative agreements are then subject to an entire agreement being reached by the parties. Once an entire agreement is reached, a memorandum of agreement will be drafted incorporating all of the changes to the collective bargaining agreement.
6. The memorandum of agreement will be subject to ratification by the Union membership and the Board of Selectmen and subject to funding at Town Meeting.
7. The Town reserves the right at any time to insist that future bargaining sessions be held separately with each bargaining unit.

Town of Tyngsborough

Initial Proposal – Submitted August 19, 2010 (SEIU Negotiations)

0% Wage Increase
1 Year Contract

Town of Tyngsborough – Financial Status

- The Town has seen direct state aid for government services reduced by 4% in this current Fiscal Year (2011).
- New growth and construction is at 50% of what it was three years ago, with projections reduced by \$200,000.
- Since the start of FY 2008, our local aid for general government has dropped \$200,000.
- Our overall revenues for FY 2011 are projected to decrease approximately \$400,000.
- Fixed costs for the Town continue to increase. Most notably:
 - \$50,000 for health insurance
 - \$20,000 for pension obligations
 - \$100,000 for vocational education
- FY 2011 budget is balanced, but our margins are very thin. We continue to work to close-out FY 2010.
- Restoration of all of the reduced hours amongst all three of these units would cost approximately \$175,000
- STATE BUDGET UNBALANCED / 9% CUTS
- FY 2012 - FEDERAL FUNDING DOWN; STATE FUNDING DOWN \$2 BILLION
& EDUCATION MAY BE HIT

TYNGSBOROUGH

A. EDUCATION:

Distributions and Reimbursements:

1. Chapter 70	6,923,083
2. School Transportation <i>Chs. 71, 71A, 71B and 74</i>	
3. Retired Teachers' Pensions <i>Ch. 32, s. 20 (2) (c)</i>	
4. Charter Tuition Reimbursements <i>Ch. 71, s. 89</i>	306,359

Offset Items – Reserve for Direct Expenditure:

5. School Lunch <i>1970, Ch. 871</i>	6,976
6. School Choice Receiving Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	174,564

Sub-Total, All Education Items 7,410,982

B. GENERAL GOVERNMENT:

Distributions and Reimbursements:

1. Unrestricted General Government Aid	817,416
2. Local Share of Racing Taxes <i>1981, Ch. 558</i>	
3. Regional Public Libraries <i>Ch. 78, s. 19C</i>	
4. Police Career Incentive <i>Ch. 41, s. 108L</i>	9,412
5. Urban Renewal Projects <i>Ch. 121, ss. 53-57</i>	
6. Veterans' Benefits <i>Ch. 115, s. 6</i>	171,590
7. Exemptions: Vets, Blind, Surviving Spouses & Elderly <i>Ch. 58, s. 8A; Ch. 59 s. 5</i>	39,257
8. State Owned Land <i>Ch. 58, ss. 13-17</i>	20,024

Offset Item - Reserve for Direct Expenditure:

9. Public Libraries *Ch. 78, s. 19A* 12,573

Sub-Total, All General Government 1,070,272

C. TOTAL ESTIMATED RECEIPTS, FISCAL 2011 8,481,254

TYNGSBOROUGH



A. County Assessments:

1. County Tax: *Ch. 35, ss. 30, 31*
2. Suffolk County Retirement *Ch. 61, Acts of 2009, s. 10*

0

0

0

Sub-Total, County Assessments

B. STATE ASSESSMENTS AND CHARGES:

1. Retired Employees Health Insurance *Ch. 32A, s. 10B*
2. Retired Teachers Health Insurance *Ch. 32A, s. 12*
3. Mosquito Control Projects *Ch. 252, s. 5A*
4. Air Pollution Districts *Ch. 111, ss. 142B, 142C*
5. Metropolitan Area Planning Council *Ch. 40B, ss. 26, 29*
6. Old Colony Planning Council *1967, Ch. 332*
7. RMV Non-Renewal Surcharge *Ch. 90; Ch. 60A*

3,269

9,820

13,089

Sub-Total, State Assessments

C. TRANSPORTATION AUTHORITIES:

1. MBTA *Ch. 161A, ss. 8-9; 1974, Ch. 825, ss. 6-7*
2. Boston Metro. Transit District *1929, Ch. 383; 1954, Ch. 535*
3. Regional Transit *Ch. 161B, ss. 9, 10, 23; 1973, Ch. 1141*

50,984

25,051

76,035

Sub-Total, Transportation Assessments

D. ANNUAL CHARGES AGAINST RECEIPTS:

1. Special Education *Ch. 71B, ss. 10, 12*
2. STRAP Repayments *1983, Ch. 637, s. 32*

Sub-Total, Annual Charges Against Receipts

E. TUITION ASSESSMENTS:

1. School Choice Sending Tuition *Ch. 76, s. 12B, 1993, Ch. 71*
2. Charter School Sending Tuition *Ch. 71, s. 89*
3. Essex County Technical Institute Sending Tuition *1998, Ch. 300, s. 21*

34,479

558,147

12,290

Sub-Total, Tuition Assessments

604,916

F. TOTAL ESTIMATED CHARGES, FISCAL 2011

694,040

Additional information about how the estimates were determined and what may cause them to change in the future, please click on the following link: [Local Aid Estimate Program Summary](#).

TYNGSBOROUGH


EDUCATION:
Distributions and Reimbursements:

1. Chapter 70	<u>7,352,623</u>
2. School Transportation <i>Chs. 71, 71A, 71B and 74</i>	<u> </u>
3. Retired Teachers' Pensions <i>Ch. 32, s. 20 (2) (c)</i>	<u> </u>
4. Charter Tuition Reimbursements <i>Ch. 71, s. 89</i>	<u>245,908</u>

Offset Items – Reserve for Direct Expenditure:

5. School Lunch <i>1970, Ch. 871</i>	<u>9,203</u>
6. School Choice Receiving Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	<u>168,474</u>
Sub-Total, All Education Items	<u>7,776,208</u>

GENERAL GOVERNMENT:**Distributions and Reimbursements:**

1. Unrestricted General Government Aid	<u>851,475</u>
2. Local Share of Racing Taxes <i>1981, Ch. 558</i>	<u> </u>
3. Regional Public Libraries <i>Ch. 78, s. 19C</i>	<u> </u>
4. Police Career Incentive <i>Ch. 41, s. 108L</i>	<u>18,400</u>
5. Urban Renewal Projects <i>Ch. 121, ss. 53-57</i>	<u> </u>
6. Veterans' Benefits <i>Ch. 115, s. 6</i>	<u>144,096</u>
7. Exemptions: Vets, Blind, Surviving Spouses & Elderly <i>Ch. 58, s. 8A; Ch. 59 s. 5</i>	<u>39,173</u>
8. State Owned Land <i>Ch. 58, ss. 13-17</i>	<u>26,092</u>

Offset Item - Reserve for Direct Expenditure:

9. Public Libraries <i>Ch. 78, s. 19A</i>	<u>11,932</u>
Sub-Total, All General Government	<u>1,091,168</u>

TOTAL ESTIMATED RECEIPTS, FISCAL 2010**8,867,376***revised as of November 5, 2009*

TYNGSBOROUGH

i. **County Assessment, County Tax:** *Ch. 35, ss. 30, 31*

ii. STATE ASSESSMENTS AND CHARGES:

- 1. **Retired Employees Health Insurance** *Ch. 32A, s. 10B*
- 2. **Retired Teachers Health Insurance** *Ch. 32A, s. 12*
- 3. **Mosquito Control Projects** *Ch. 252, s. 5A*
- 4. **Air Pollution Districts** *Ch. 111, ss. 142B, 142C*
- 5. **Metropolitan Area Planning Council** *Ch. 40B, ss. 26, 29*
- 6. **Old Colony Planning Council** *1967, Ch. 332*
- 7. **RMV Non-Renewal Surcharge** *Ch. 90; Ch. 60A*

3,179
8,060
11,239

Sub-Total, State Assessments

iii. TRANSPORTATION AUTHORITIES:

- 1. **MBTA** *Ch. 161A, ss. 8-9; 1974, Ch. 825, ss. 6-7*
- 2. **Boston Metro. Transit District** *1929, Ch. 383; 1954, Ch. 535*
- 3. **Regional Transit** *Ch. 161B, ss. 9, 10, 23; 1973, Ch. 1141*

51,096
24,440
75,536

Sub-Total, Transportation Assessments

iv. ANNUAL CHARGES AGAINST RECEIPTS:

- 1. **Multi-Year Repayment Programs**
- 2. **Special Education** *Ch. 71B, ss. 10, 12*
- 3. **STRAP Repayments** *1983, Ch. 637, s. 32*

Sub-Total, Annual Charges Against Receipts

v. TUITION ASSESSMENTS:

- 1. **School Choice Sending Tuition** *Ch. 76, s. 12B, 1993, Ch. 71*
- 2. **Charter School Sending Tuition** *Ch. 71, s. 89*
- 3. **Essex County Technical Institute Sending Tuition** *1998, Ch. 300, s. 21*

53,806
354,797
12,268
420,871

Sub-Total, Tuition Assessments

vi. TOTAL ESTIMATED CHARGES, FISCAL 2010

507,646

For additional information about how the estimates were determined and what may cause them to change in the future, please click on the following link: [Local Aid Estimate Program Summary](#).

TYNGSBOROUGH

A. EDUCATION:

Distributions and Reimbursements:

1. Chapter 70	7,502,677
2. School Transportation <i>Chs. 71, 71A, 71B and 74</i>	0
3. Retired Teachers' Pensions <i>Ch. 32, s. 20 (2) (c)</i>	0
4. Charter Tuition Reimbursements <i>Ch. 71, s. 89</i>	53,360

Offset Items - Reserve for Direct Expenditure:

5. School Lunch <i>1970, Ch. 871</i>	8,889
6. School Choice Receiving Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	104,346

Sub-Total, All Education Items 7,669,272

3. GENERAL GOVERNMENT:

Distributions and Reimbursements:

1. Lottery, Beano & Charity Games	1,043,082
2. General Fund Supplemental to Hold Harmless Lottery	159,707
3. Additional Assistance	0
4. Local Share of Racing Taxes <i>1981, Ch. 558</i>	0
5. Regional Public Libraries <i>Ch. 78, s. 19C</i>	0
6. Police Career Incentive <i>Ch. 41, s. 108L</i>	112,251
7. Urban Renewal Projects <i>Ch. 121, ss. 53-57</i>	0
8. Veterans' Benefits <i>Ch. 115, s. 6</i>	77,836
9. Exemptions: Vets, Blind & Surviving Spouse <i>Ch. 58, s. 8A; Ch. 59 s. 5</i>	28,063
10. Exemptions: Elderly <i>Ch. 59, s. 5, Cl. 41, 41B, 41C</i>	8,534
11. State Owned Land <i>Ch. 58, ss. 13-17</i>	28,962

- 117,207

Offset Item - Reserve for Direct Expenditure:

12. Public Libraries <i>Ch. 78, s. 19A</i>	16,097
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Sub-Total, All General Government 1,474,532

C. TOTAL ESTIMATED RECEIPTS, FISCAL 2009

9,143,804

Released July 14, 2008

Additional information about how the estimates were determined and what may cause them to change in the future, please click on the following link: [Local Aid Estimate Program Summary](#).

TYNGSBOROUGH

A. County Assessment, County Tax: *Ch. 35, ss. 30, 31*

0

3. STATE ASSESSMENTS AND CHARGES:

1. Retired Employees Health Insurance *Ch. 32A, s. 10B*
2. Retired Teachers Health Insurance *Ch. 32A, s. 12*
3. Mosquito Control Projects *Ch. 252, s. 5A*
4. Air Pollution Districts *Ch. 111, ss. 142B, 142C*
5. Metropolitan Area Planning Council *Ch. 40B, ss. 26, 29*
6. Old Colony Planning Council *1967, Ch. 332*
7. RMV Non-Renewal Surcharge *Ch. 90; Ch. 60A*

0

0

0

3,061

0

0

9,060

Sub-Total, State Assessments

12,121

D. TRANSPORTATION AUTHORITIES:

1. MBTA *Ch. 161A, ss. 8-9; 1974, Ch. 825, ss. 6-7*
2. Boston Metro. Transit District *1929, Ch. 383; 1954, Ch. 535*
3. Regional Transit *Ch. 161B, ss. 9, 10, 23; 1973, Ch. 1141*

49,327

0

23,844

Sub-Total, Transportation Assessments

73,171

E. ANNUAL CHARGES AGAINST RECEIPTS:

1. Multi-Year Repayment Programs
2. Special Education *Ch. 71B, ss. 10, 12*
3. STRAP Repayments *1983, Ch. 637, s. 32*

0

1,109

0

Sub-Total, Annual Charges Against Receipts

1,109

F. TUITION ASSESSMENTS:

1. School Choice Sending Tuition *Ch. 76, s. 12B, 1993, Ch. 71*
2. Charter School Sending Tuition *Ch. 71, s. 89*
3. Essex County Technical Institute Sending Tuition *1998, Ch. 300, s. 21*

64,231

129,525

12,077

Sub-Total, Tuition Assessments

205,833

G. TOTAL ESTIMATED CHARGES, FISCAL 2009

292,234

Released July 14, 2008

For additional information about how the estimates were determined and what may cause them to change in the future, please click on the following link: [Local Aid Estimate Program Summary](#).

TYNGSBOROUGH



A. EDUCATION:

Distributions and Reimbursements:

1. Chapter 70	7,143,646
2. School Transportation <i>Chs. 71, 71A, 71B and 74</i>	<u>0</u>
3. Retired Teachers' Pensions <i>Ch. 32, s. 20 (2) (c)</i>	<u>0</u>
4. Charter Tuition Reimbursements <i>Ch. 71, s. 89</i>	<u>37,117</u>

Offset Items – Reserve for Direct Expenditure:

5. School Lunch <i>1970, Ch. 871</i>	9,739
6. School Choice Receiving Tuition <i>Ch. 76, s. 12B, 1993, Ch. 71</i>	<u>137,100</u>

Sub-Total, All Education Items

7,327,602

B. GENERAL GOVERNMENT:

Distributions and Reimbursements:

1. Lottery, Beano & Charity Games	1,202,789
2. Additional Assistance	<u>0</u>
3. Local Share of Racing Taxes <i>1981, Ch. 558</i>	<u>0</u>
4. Regional Public Libraries <i>Ch. 78, s. 19C</i>	<u>0</u>
5. Police Career Incentive <i>Ch. 41, s. 108L</i>	106,429
6. Urban Renewal Projects <i>Ch. 121, ss. 53-57</i>	<u>0</u>
7. Veterans' Benefits <i>Ch. 115, s. 6</i>	33,622
8. Exemptions: Vets, Blind & Surviving Spouse <i>Ch. 58, s. 8A; Ch. 59 s. 5</i>	<u>29,925</u>
9. Exemptions: Elderly <i>Ch. 59, s. 5, Cl. 41, 41B, 41C</i>	<u>8,032</u>
10. State Owned Land <i>Ch. 58, ss. 13-17</i>	<u>27,012</u>

Offset Item - Reserve for Direct Expenditure:

11. Public Libraries <i>Ch. 78, s. 19A</i>	<u>15,024</u>
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Sub-Total, All General Government

1,422,833

C. TOTAL ESTIMATED RECEIPTS, FISCAL 2008

8,750,435

Released July 12, 2007

For additional information about how the estimates were determined and what may cause them to change in the future, please click on the following link: [Local Aid Estimate Program Summary](#).

Budget Comparison FY10 and FY11

	Updated Budget FY10	% FY09	Proposed Budget FY11	Available Budget FY11 for Town & Schools	Surplus/Deficit in Proposed Budget FY11	Budget FY11
Revenue	\$31,643,408		\$31,406,603			\$31,406,603
Add: Transfers from Free Cash						
Subtotal	\$31,643,408		\$31,406,603			\$31,406,603
Less: Other Expenses *	-\$4,088,600		-\$3,224,541			-\$3,224,541
Total available for Town and Schools	\$27,554,808		\$28,182,062	\$28,182,062		\$28,182,062
General Government Budget	\$5,848,130		\$5,969,891			\$5,942,103
Additional Approp.						\$0
Trash, Recycling, HH Haz. Waste	\$877,000		\$840,000			\$840,000
Fire Accident Ins.	\$33,194		\$35,186			\$35,186
Police Accident Ins.	\$46,519		\$49,310			\$49,310
Health Insurance	\$851,244		\$956,101			\$956,101
County Retirement System	\$646,810		\$668,894			\$668,894
Workers Compensation	\$25,376		\$26,651			\$26,651
Unemployment Compensation	\$1,350		\$3,624			\$3,624
Life Insurance	\$732		\$1,774	30.81%		\$1,774
Fica Town Share	\$64,925		\$63,553	of		\$63,553
Property, Liability and Vehicle Ins.	\$93,667		\$94,992	\$28,182,062		\$94,992
Total General Government	\$8,488,947	30.81%	\$8,709,976	\$8,682,188	-\$27,788	\$8,682,188
		of				30.81%
			\$27,554,808			
Tynsborough Public School Budget	\$15,816,422		\$15,808,073			\$15,883,079
Additional Approp. (Med. Reimb. - Free Cash)						\$0
Transfer			???			???
School Lunch Program Deficit (per DOA)						
Health Insurance	\$2,402,746		\$2,583,773			\$2,583,773
County Retirement System	\$460,742		\$465,786			\$465,786
Workers Compensation	\$78,624		\$81,509			\$81,509
Unemployment Compensation	\$43,650		\$207,515			\$207,515
Life Insurance	\$2,268		\$1,506	69.19%		\$1,506
Fica School Share	\$200,075		\$212,047	of		\$212,047
Property, Liability and Vehicle Ins.	\$61,334		\$64,659	\$28,182,062		\$64,659
Total Tynsborough Public Schools	\$19,065,861	69.19%	\$19,424,868	\$19,499,874	\$75,006	\$19,499,874
		of				
			\$27,554,808		\$47,218	69.19%
* Other Expenses:						
Vocational School	\$917,570		\$1,035,975			\$1,035,975
Debt	\$1,437,299		\$802,837			\$802,837
Stabilization Fund	\$0		\$20,000			\$20,000
Capital Asset Stabilization Fund						
Capital Items	\$183,000					
Reserve for Abateements	\$302,023		\$240,000			\$240,000
State/County Assessments	\$507,646		\$705,606			\$705,606
Cherry Sheet Offsets (Spec. Rev.)	\$189,609		\$190,123			\$190,123
Snow and Ice Deficit	\$551,453		\$230,000			\$230,000
Town Mtg Article	\$0		\$0			\$0
Town Mtg Article	\$0		\$0			\$0
Total Other Expenses	\$4,088,600		\$3,224,541			\$3,224,541
Total Budget	\$31,643,408		\$31,359,385			\$31,406,603

Expenditures: General Fund	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
General Government:						
Salaries & Wages	\$4,326,717	\$4,289,136	\$4,146,538	\$4,291,609	\$4,182,096	\$4,194,395
All Other General Government Expenses	\$1,716,946	\$1,714,324	\$1,701,592	\$1,750,651	\$1,794,417	\$1,839,278
	\$6,043,663	\$6,003,460	\$5,848,130	\$6,042,260	\$5,976,513	\$6,033,673
less Encumbrances & Carry Forwards	\$0	\$0	\$0	\$0		
add Reserve Fund Transfer to non-general fund	\$0	\$0	\$0			
Special Town Meeting (2/10/09)	\$0	\$152,500	\$0			
Subtotal	\$6,043,663	\$6,155,960	\$5,848,130	\$6,042,260	\$5,976,513	\$6,033,673
Trash, Recycling, HH Haz. Waste	\$824,000	\$860,175	\$877,000	\$856,000	\$879,000	\$901,000
Fire Accident Ins.	\$29,545	\$31,613	\$33,194	\$35,186	\$37,297	\$39,535
Police Accident Ins.	\$33,715	\$36,075	\$46,519	\$49,310	\$52,269	\$55,405
Health Insurance	\$794,314	\$868,704	\$851,244	\$905,989	\$978,468	\$1,056,746
County Retirement System	\$515,849	\$574,309	\$646,810	\$668,894	\$749,161	\$839,061
Workers Compensation	\$30,177	\$30,170	\$25,376	\$26,651	\$27,717	\$28,826
Unemployment Compensation	\$1,170	\$1,170	\$1,350	\$1,364	\$1,377	\$1,391
Life Insurance	\$843	\$843	\$732	\$1,524	\$1,539	\$1,555
Fica - Town Share	\$64,406	\$64,242	\$64,925	\$63,553	\$66,095	\$68,739
Property, Liability and Vehicle Ins.	\$100,500	\$103,515	\$93,667	\$94,992	\$97,842	\$100,777
Subtotal	\$2,394,519	\$2,570,816	\$2,640,817	\$2,703,462	\$2,890,765	\$3,093,033
Total General Government	\$8,438,182	\$8,726,776	\$8,488,947	\$8,745,722	\$8,867,278	\$9,126,706
Stabilization Fund						
Capital Assets Stabilization Fund						
	\$0	\$0	\$0			
	See Capital Items					
Education:						
Salaries & Wages	\$12,880,921	\$13,118,377	\$12,362,737	\$12,824,777	\$13,249,001	\$13,686,913
All Other School Dept Expenses	\$3,509,341	\$3,498,409	\$3,453,685	\$3,626,369	\$3,807,688	\$3,998,072
	\$16,390,262	\$16,616,786	\$15,816,422	\$16,451,146	\$17,056,689	\$17,684,985
Special Town Meeting (10/09/07; 2/10/09)	\$186,413	\$4,212				
	\$16,576,675	\$16,670,998	\$15,816,422	\$16,451,146	\$17,056,689	\$17,684,985
Health Insurance	\$2,133,494	\$2,341,876	\$2,402,746	\$2,608,320	\$2,816,986	\$3,042,344
County Retirement System	\$370,490	\$412,477	\$460,742	\$465,786	\$521,680	\$584,282
Workers Compensation	\$73,847	\$73,830	\$78,624	\$81,509	\$84,769	\$88,160
Unemployment Compensation	\$28,830	\$28,830	\$43,650	\$44,507	\$44,527	\$44,973
Life Insurance	\$2,157	\$2,157	\$2,268	\$1,506	\$1,521	\$1,536
Fica - Town Share	\$185,228	\$184,758	\$200,075	\$212,047	\$220,529	\$229,350
Property, Liability and Vehicle Ins.	\$59,710	\$61,501	\$61,334	\$64,659	\$66,599	\$68,597
Subtotal	\$2,853,756	\$3,105,429	\$3,249,439	\$3,477,914	\$3,756,611	\$4,059,242
Total Tyngsborough Public Schools	\$19,430,431	\$19,776,427	\$19,065,861	\$19,929,060	\$20,813,300	\$21,744,227
Vocational School Assessment	\$741,416	\$790,794	\$917,570	\$981,800	\$1,050,526	\$1,124,063
Vocational School Transportation	\$14,850	\$13,852	\$0	\$13,000	\$13,260	\$13,525
Subtotal	\$766,266	\$804,646	\$917,570	\$994,800	\$1,063,786	\$1,137,588
Dare Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0
Total Education	\$20,186,697	\$20,581,073	\$19,983,431	\$20,923,860	\$21,877,086	\$22,881,815

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Debt:						
Debt Principal & Interest (Non-Exempt)	\$233,407	\$373,868	\$328,585	\$438,430	\$419,320	\$416,393
Debt Principal & Interest (Prop 2 1/2 Exempt)	\$1,222,548	\$1,164,460	\$1,108,714	\$445,365	\$436,178	\$426,522
Subtotal	\$1,455,955	\$1,538,328	\$1,437,299	\$883,795	\$855,498	\$842,915
Other Expenses (Town Meeting Articles):						
Arbitrage (STM 10/11/05; ATM 5/16/06; STM 10/10/06)	\$0	\$0				
Government Study (ATM 5/17/05)	\$0	\$0				
Various (STM 10/10/06)	\$0	\$0				
Various (STM 5/15/07)	\$0	\$0				
Various (STM 10/9/07)	\$0	\$0				
less Encumbrances & Carry Forwards	\$0	\$0				
School (STM 2/10/09)	\$0	\$40,000				
Subtotal	\$0	\$40,000				
Grand Total Adjusted General Fund Budget	\$30,080,834	\$30,886,177	\$29,909,677	\$30,553,377	\$31,599,862	\$32,851,436
Reserve For Abatements	\$172,070	\$240,760	\$302,023	\$241,000	\$241,000	\$241,000
State/County Assessments	\$257,869	\$292,234	\$507,646	\$583,793	\$671,362	\$772,066
Cherry Sheet Offsets (Spec. Rev.)	\$161,863	\$129,332	\$189,609	\$191,000	\$191,000	\$191,000
Snow & Ice Deficit	\$160,219	\$500,000	\$551,453	\$600,000	\$600,000	\$600,000
Other Assessments	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$752,021	\$1,162,326	\$1,550,731	\$1,615,793	\$1,703,362	\$1,804,066
Total Expenses	\$30,832,855	\$32,048,503	\$31,460,408	\$32,169,170	\$33,303,224	\$34,655,502

Capital Items:	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Fire Turn Out Gear	\$49,500	\$0	\$0			
School Roof Replacement - Phase II - ECC (\$185,000, 1st yr. interest)	\$8,400	\$0	\$0			
Fire Breathing Apparatus	\$47,000	\$48,000	\$0			
Highway Dump Truck with Plow	\$0	\$50,000	\$0			
Financial Software Upgrade	\$0	\$85,000	\$0			
Technology Upgrade - Elementary School	\$0	\$25,000	\$0			
Boilers Replacement - Middle School - Borrow \$375,000 in FY09	\$0	\$0	\$0			
Fire Truck Replacement - Borrow \$400,000 in FY09	\$0	\$0	\$0			
Fire Dept. Building Study Update	\$0	\$0	\$15,000			
Fire Dept. Pick-up Truck	\$0	\$0	\$30,000			
Highway Dept. One-ton Truck	\$0	\$0	\$50,000			
School Technology Upgrades	\$0	\$0	\$43,000			
School Paving Projects	\$0	\$0	\$45,000			
Subtotal	\$104,900	\$208,000	\$183,000			
Capital Asset Stab. Fund (Free Cash transfer STM 10/10/06; ATM 5/15/07)	\$30,000	\$0	\$0			
Capital Asset Stab. Fund (Free Cash transfer STM 10/9/07; ATM 5/20/08)	\$200,000	\$74,000	\$0			
Capital Asset Stab. Fund (Free Cash transfer STM 2/10/08; 2/10)	\$0	\$200,000	\$228,100	\$200,000	\$200,000	\$200,000
Subtotal	\$230,000	\$274,000	\$228,100	\$200,000	\$200,000	\$200,000
Total Capital Items	\$334,900	\$482,000	\$411,100	\$200,000	\$200,000	\$200,000
Total Expenses & Capital Items	\$31,167,755	\$32,530,503	\$31,871,508	\$32,369,170	\$33,503,224	\$34,855,502

Revenues:	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013
Real Estate & Pers Property Taxes:						
Tax Levy Limit Last Year	\$16,778,240	\$17,618,781	\$18,400,177	\$19,139,265	\$19,817,747	\$20,513,190
Additional 2 1/2 %	\$419,456	\$440,470	\$460,004	\$478,482	\$495,444	\$512,830
New Construction	\$421,085	\$340,926	\$279,094	\$200,000	\$200,000	\$200,000
Levy Limit	\$17,618,781	18,400,177	19,139,265	19,817,747	20,513,190	21,226,020
Debt Princ. & Int. - Prop. 2 1/2 Exempt:	\$1,210,215	\$1,164,460	\$1,108,714	\$445,365	\$436,178	\$426,522
Less: State Aid School Construction	-\$876,656	-\$876,656	-\$876,656	-\$876,656	0	0
Less: Bond Premiums on Excluded Debt	\$0	\$0	\$0	\$0	\$0	\$0
Net Excluded Debt Added to Tax Levy	\$333,559	\$287,804	\$232,058	-\$431,291	\$436,178	\$426,522
Max Allowable Levy	\$17,952,340	\$18,687,981	\$19,371,323	\$19,386,456	\$20,949,368	\$21,652,542
State Aid 'Cherry Sheet' & Other: Using Governor's Budget:						
Chapter 70	\$7,143,646	\$7,502,677	\$7,352,623	\$7,100,000	\$7,100,000	\$7,100,000
School Construction	\$876,656	\$876,656	\$876,656	\$876,656	\$0	\$0
Direct Expenditure Offsets (Spec. Rev.)	\$161,863	\$129,332	\$189,609	\$191,000	\$191,000	\$191,000
All Other State Aid	\$1,444,926	\$1,394,588	\$1,325,144	\$1,200,000	\$1,200,000	\$1,200,000
State Aid	\$9,627,091	\$9,903,253	\$9,744,032	\$9,367,656	\$8,491,000	\$8,491,000
Auto Excise Tax	\$1,430,000	\$1,430,000	\$1,300,000	\$1,330,000	\$1,330,000	\$1,330,000
All Other 'Local Receipts'	\$920,915	\$865,000	\$746,600	\$829,100	\$829,100	\$829,100
Other Financing Sources (Sewer, Dog Fees)	\$54,000	\$78,000	\$105,820	\$90,000	\$90,000	\$90,000
Bond Premium	\$0	\$0	\$0	\$0	\$0	\$0
Free Cash for Operating Budget (STM 10/10/06; ATM 5/15/07)	\$600,000	\$0	\$0	\$0	\$0	\$0
Free Cash for Stabilization Fund (STM 10/10/06)	\$0	\$0	\$0	\$0	\$0	\$0
Free Cash for Capital Asset Stab. Fund (STM 10/10/06; ATM 5/15/07)	\$30,000	\$0	\$0	\$0	\$0	\$0
Free Cash for Town Collector and Assessors articles (STM 5/15/07)	\$0	\$0	\$0	\$0	\$0	\$0
Free Cash Unused YE 6/30/07 (\$1,451,831-\$365,000 - \$300,000 - \$150,000 - \$600,000 - \$6,650 = \$181)	\$21,000	\$200,000	\$0	\$0	\$0	\$0
Free Cash for Operating Budget (STM 10/9/07; ATM 5/20/08)	\$200,000	\$74,000	\$0	\$0	\$0	\$0
Free Cash for Capital Asset Stab. Fund (STM 10/9/07; ATM 5/20/08)	\$0	\$0	\$5,346	\$0	\$0	\$0
Free Cash Unused YE 6/30/08 (\$495,599 - \$21,000 - \$200,000 - \$200,000 - \$74,000 = \$599)	\$0	\$0	\$0	\$0	\$0	\$0
Other: Use Highway Machinery Fund Reserve	\$0	\$0	\$0	\$0	\$0	\$0
Other: Use Capital Asset Stab. Fund (ATM 5/15/07; ATM 5/20/08)	\$146,500	\$293,000	\$0	\$0	\$0	\$0
Other: Use Real Estate Proceeds Fund (STM 10/9/07; ATM 5/20/08)	\$200,000	\$425,000	\$0	\$0	\$0	\$0
Free Cash for Operating Budget (STM 2/10/09; ATM 6/16/09)	\$196,712	\$25,000	\$100,000	\$0	\$0	\$0
Free Cash for Town Meeting Article (STM 2/10/09)	\$25,000	\$200,000	\$228,100	\$200,000	\$200,000	\$200,000
Free Cash for Capital Asset Stab. Fund (STM 2/10/09; 2/10)	\$117,207	\$0	\$287,654	\$228,100	\$200,000	\$200,000
Other: Use MTBE Reserve (STM 2/10/09)	\$0	\$0	\$0	\$0	\$0	\$0
Other: Use Capital Asset Stab. Fund (ATM 6/16/09; 5/18/10)	\$0	\$0	\$0	\$0	\$0	\$0
Free Cash Unused YE 6/30/09 (\$528,875 - \$196,712 - \$25,000 - \$200,000 - \$100,000 = \$7,163)	\$3,602,415	\$3,950,919	\$2,773,520	\$2,677,200	\$2,649,100	\$2,649,100
Subtotal	\$3,602,415	\$3,950,919	\$2,773,520	\$2,677,200	\$2,649,100	\$2,649,100
Total Revenues	\$31,181,846	\$32,542,153	\$31,888,875	\$31,431,312	\$32,089,468	\$32,792,642
Surplus (Deficit) w/All Capital Items	\$14,091	\$11,650	\$17,367	(\$937,858)	(\$1,413,756)	(\$2,062,860)

Other Expenses: (included in numbers above)	FY 2008		FY 2009		FY 2010		FY 2011		FY 2012		FY 2013	
	Budgeted	Budgeted										
Trash, Recycling, HH Haz. Waste												
Fire Accident Ins.	\$824,000		\$860,175		\$877,000		\$856,000		\$879,000		\$901,000	
Police Accident Ins.	\$29,545		\$31,613		\$33,194		\$35,186		\$37,297		\$39,535	
Health Insurance	\$33,715		\$36,075		\$46,519		\$49,310		\$52,269		\$55,405	
County Retirement System	\$2,927,808		\$3,210,580		\$3,253,990		\$3,514,309		\$3,795,454		\$4,099,090	
Workers Compensation	\$886,339		\$986,786		\$1,107,552		\$1,134,680		\$1,270,842		\$1,423,343	
Unemployment Compensation	\$104,024		\$104,000		\$104,000		\$108,160		\$112,486		\$116,986	
Life Insurance	\$30,000		\$30,000		\$45,000		\$45,450		\$45,905		\$46,364	
Fica Town Share	\$3,000		\$3,000		\$3,000		\$3,030		\$3,060		\$3,091	
Property, Liability and Vehicle	\$249,634		\$249,000		\$265,000		\$275,600		\$286,624		\$298,089	
Arbitrage	\$160,210		\$165,016		\$155,001		\$159,651		\$164,441		\$169,374	
	\$0		\$0		\$0		\$0		\$0		\$0	
Total	\$5,248,275		\$5,676,245		\$5,890,256		\$6,181,376		\$6,647,377		\$7,152,275	
Police Roof Repairs												
Stormwater Management Plan												
School Roof at ECC												
School Software												
School Science Labs												
Total												
Town Collector computer upgrade												
Assessors office renovations												
Total												
Total	\$5,248,275		\$5,676,245		\$6,890,256		\$6,181,376		\$6,647,377		\$7,152,275	

Agreement

between

The Town of Tyngsborough

and



Clerical Chapter

July 1, 2007 - June 30, 2010

www.seiu888.org

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ARTICLE 1: RECOGNITION

1.01 The Town of Tyngsborough (hereinafter the "Board of Selectmen or its designee") 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 the employees and/or the Union. No notices shall be posted unless they have been signed by a duly authorized representative of the Board of Selectmen or its designee or the Union.

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

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

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Except as limited by specific provisions of this Agreement, the Board of Selectmen 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.

ARTICLE 4: UNION SECURITY

4.01 The Board of Selectmen 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 monthly in accordance with such authorization, provided that the Board of Selectmen may cease making such deductions at any time on behalf of an employee upon timely receipt by the Board of Selectmen or its designee of a revocation of said authorization by the employee.

4.04 The Union agrees to indemnify the Board of Selectmen 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 Board of Selectmen 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 of Tyngsborough 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 writing pursuant to 5.05 above within twenty (20) working days of the situation which caused the grievance or within twenty (20) working days after the grievant knew or should have known of the situation shall be deemed waived. Said time limit may be waived by mutual agreement.

ARTICLE 6: TUITION REIMBURSEMENT

6.01 The Board of Selectmen 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 Administrator, 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 of Tyngsborough 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 of Tyngsborough 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. Employees may elect or the Board of Selectmen or its designee 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 Administrator agrees to an alternative leave arrangement that satisfies the operational needs of the Town of Tyngsborough.
- 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 of Tyngsborough's operations. The Board of Selectmen or its designee 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 of Tyngsborough'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 of Tyngsborough'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, Board of Selectmen 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

Board of Selectmen 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 Board of Selectmen 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. Employees may elect or the Board of Selectmen or its designee may require that employee's substitute accrued paid benefits for an equivalent amount of unpaid FMLA leave.
- b. The Town of Tyngsborough 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 of Tyngsborough 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 of Tyngsborough 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 of Tyngsborough 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 Board of Selectmen 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 of Tyngsborough's operations. The Town Administrator 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.

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 during each one-half shift whenever this is feasible. Employees who work four hours or less shall have one such break. The employee will remain available to their station during this time.

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 unpaid lunch. 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 Employer 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 Employer 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 Board of Selectmen opens the Town Hall for business on one evening per week, employees required to work on said evening will be dismissed at noon on Fridays, or at such other time as scheduled by mutual agreement with the Town Administrator. 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, a "day" for the purposes of payment under this Contract is defined as the average number of hours actually scheduled to be worked 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 and part time salaried employee, a day 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 the preceding two paragraphs, 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 earned and accrued sick days, and 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 Administrator from 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.

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 Upon completion of six (6) months of continuous service, vacation time may be used by full time and/or part time employees at the rates set forth below. An employees' length of service is calculated on the basis of the anniversary date which will occur during the fiscal year in which the vacation is granted. Vacation accrual will be calculated on a pro-rata basis based on hours of work per week. The Town shall annually, during the month of July, notify all employees of the total amount of the employee's accrued vacation leave as of June 30th of the previous 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	22 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 For employees hired PRIOR to January 1, 2008: Any vacation which remains unused as of June 30th is lost if not used by the end of the fiscal year following the fiscal year in which it is granted. For employees hired ON or AFTER January 1, 2008: A maximum of ten (10) days of vacation which remains unused may be rolled over for one (1) year effective each June 30th. All other vacation which remains unused as of June 30th would be lost.

11.05 All employees eligible for vacation days shall take their vacation at times approved by the Board of Selectmen or its designee.

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 of Tyngsborough 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 schedule 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 8.07 or 8.08 as applicable. Compensatory time will be taken in the same pay week as the holiday occurred, unless another date is agreed upon by the Board of Selectmen or its designee.

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 Board of Selectmen or its designee 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 day may be appealed to the Town Administrator whose decision will be final and not subject to these 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 Tyngsboro 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 Board of Selectmen or its designee 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 Board of Selectmen or its designee decides to fill a vacancy, the Board of Selectmen 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 Board of Selectmen 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 Board of Selectmen or its designee 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 Board of Selectmen or its designee 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 Board of Selectmen or its designee 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 eighteen (18) 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 Board of Selectmen or its designee with a current mailing address. The Board of Selectmen or its designee 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 Board of Selectmen or its designee, 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 Employer 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." The salary schedules shall be adjusted to reflect the following: Base wage increases of 2.5% effective July 1, 2007, 3% effective July 1, 2008, and 3% effective July 1, 2009. Also, effective July 1, 2008, steps 1-3 shall cease to exist and the former step 4 shall become step 1 (current employees will remain at their old step even though it will be renumbered: i.e. employee at step 5 will now be at step 2, rather than at new step 5), and one additional step (step 10) will be added at 2.2% higher than the previous step. This will result in a 10 step pay scale. Employees shall advance to the 10th step after completion of their 10th year of consecutive service, excluding layoff periods, on his/her tenth year anniversary date of hire. Except for Step 10, 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.

Effective upon the execution of this contract (2004), the Assessor's Assistant will be upgraded one pay grade and will be placed at the lowest step that would provide for a salary increase. (i.e. Assuming position is currently a Grade 5, Step 9, on July 1, 2003, position becomes Grade 5, Step 10; on July 1, 2004, Grade 5, Step 11; and upon execution of the contract, position becomes Grade 6, Step 5).

Effective upon the execution date of this contract (2004), the Assistant Director (Library) of Children's Services will be upgraded one pay grade and will be placed at the lowest step that would provide for a salary increase. (i.e. Assuming position is currently a Grade 6, Step 8, on July 1, 2003, position becomes Grade 6, Step 9; on July 1, 2004, Grade 6, Step 10, and upon execution of the contract, position becomes Grade 7, Step 8)

Effective July 1, 2005, the Health Administrator will be upgraded one pay grade and will be placed at the second lowest step that would provide for a salary increase. (i.e. Assuming position is currently a Grade 7, Step 7, on July 1, 2003, position becomes Grade 7, Step 8; on July 1, 2004, Grade 7, Step 9; on July 1, 2005, position becomes Grade 7, Step 10 and is then upgraded to a Grade 8, Step 9).

19.02 The parties agree that, effective July 1, 2007, the current Secretary to the Town Clerk shall be reclassified to Assistant Town Clerk at Grade 6 and placed at the step closest to but higher than the employee's present hourly rate.

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

ARTICLE 20: HEALTH INSURANCE

Effective July 1, 2008, HMO health insurance contribution rates will be a 77.5/22.5 employer/employee split for bargaining unit members hired prior to July 1, 2005. Effective July 1, 2009, HMO health insurance contribution rates will be a 75/25 employer/employee split for bargaining unit members hired prior to July 1, 2005. For employees hired on or after July 1, 2005, HMO health insurance contribution rates will continue to 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 twenty (120) 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.

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 The Town and Union will do the following: research, clarify, and make recommendations on job descriptions, job titles, and grades; provide flexibility in job descriptions to allow employees to work in other departments if needed.

ARTICLE 22: DURATION

18.01 This Agreement shall be effective July 1, 2007 and continue in full force and effect for a three (3) year period, expiring on June 30, 2010.

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, 2010. 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 ____ day of _____.

FOR THE BOARD OF SELECTMEN

FOR SEIU LOCAL 888

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SIDE LETTER: The combining of positions for Planning, Conservation, and other Departments will result in the new 35 hour position of "Administrative Assistant" at Grade 5 and will commence no sooner than 1/1/08 and that the incumbent in the Conservation position, if she is not able to work in the combined position or is not selected, would be placed on the recall list for future vacancies.

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 2008

Grade	*Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	9.60	9.81	10.03	10.25	10.48	10.71	10.95	11.19	11.44	11.69	11.95	12.21
2	10.96	11.20	11.45	11.70	11.96	12.22	12.49	12.76	13.04	13.33	13.62	13.92
3	11.50	11.75	12.01	12.27	12.54	12.82	13.10	13.39	13.68	13.98	14.29	14.60
4	12.08	12.35	12.62	12.90	13.18	13.47	13.77	14.07	14.38	14.70	15.02	15.35
5	12.68	12.96	13.25	13.54	13.84	14.14	14.45	14.77	15.09	15.42	15.76	16.11
6	14.46	14.78	15.11	15.44	15.78	16.13	16.48	16.84	17.21	17.59	17.98	18.38
7	15.18	15.51	15.85	16.20	16.56	16.92	17.29	17.67	18.06	18.46	18.87	19.29
8	15.94	16.29	16.65	17.02	17.39	17.77	18.16	18.56	18.97	19.39	19.82	20.26
9	18.17	18.57	18.98	19.40	19.83	20.27	20.72	21.18	21.65	22.13	22.62	23.12

*2007 Step 1 x 2.5% COLA
Step increases @ 2.2%

EXHIBIT A

Town of Tyngsborough
Clerical Union
Step Schedule
Fiscal Year 2009

Grade	Old Step #'s												
	**Step 1	**Step 2	**Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
	*Step 1	*Step 2	*Step 3	*Step 4	*Step 5	*Step 6	*Step 7	*Step 8	*Step 9	*Step 10	*Step 11	*Step 12	**Step 10
1	10.56	10.79	11.03	11.27	11.52	11.77	12.03	12.29	12.56	12.84			
2	12.05	12.32	12.59	12.87	13.15	13.44	13.74	14.04	14.35	14.67			
3	12.64	12.92	13.20	13.49	13.79	14.09	14.40	14.72	15.04	15.37			
4	13.29	13.58	13.88	14.19	14.50	14.82	15.15	15.48	15.82	16.17			
5	13.95	14.26	14.57	14.89	15.22	15.55	15.89	16.24	16.60	16.97			
6	15.90	16.25	16.61	16.98	17.35	17.73	18.12	18.52	18.93	19.35			
7	16.69	17.06	17.44	17.82	18.21	18.61	19.02	19.44	19.87	20.31			
8	17.53	17.92	18.31	18.71	19.12	19.54	19.97	20.41	20.86	21.32			
9	19.98	20.42	20.87	21.33	21.80	22.28	22.77	23.27	23.78	24.30			

*2008 Step 4 x 3% COLA
Step increases @ 2.2%

**Old Steps 1, 2, 3 have been removed. New Step 10 has been added.

Town of Tyngsborough
 Clerical Union
 Step Schedule
 Fiscal Year 2010

Grade	*Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	10.88	11.12	11.36	11.61	11.87	12.13	12.40	12.67	12.95	13.23
2	12.41	12.68	12.96	13.25	13.54	13.84	14.14	14.45	14.77	15.09
3	13.02	13.31	13.60	13.90	14.21	14.52	14.84	15.17	15.50	15.84
4	13.69	13.99	14.30	14.61	14.93	15.26	15.60	15.94	16.29	16.65
5	14.37	14.69	15.01	15.34	15.68	16.02	16.37	16.73	17.10	17.48
6	16.38	16.74	17.11	17.49	17.87	18.26	18.66	19.07	19.49	19.92
7	17.19	17.57	17.96	18.36	18.76	19.17	19.59	20.02	20.46	20.91
8	18.06	18.46	18.87	19.29	19.71	20.14	20.58	21.03	21.49	21.96
9	20.58	21.03	21.49	21.96	22.44	22.93	23.43	23.95	24.48	25.02

*2009 Step 1 x 3% COLA
 Step increases @ 2.2%

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)

EXHIBIT C

Side Letter Agreement

The Board of Selectmen and the Service Employees International Union, SEIU, Local 888 hereby agree that the incumbent members of the Bargaining unit will be placed on the following steps of the negotiated salary schedule effective 7/1/00, and that said schedule will be increased by 3% on July 1st of FY 2001, 2002, and 2003:

Grade 1

Temp

Grade 2

Jr. Clerk/Custodian

Police Custodian	Step7	10.39
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Grade 3

Clerk

Circulation Clerk	Step 1	9.58
Accounting Clerk	Step 7	10.92
Conservation Clerk	Step 7	10.92
Building Dept. Clerk	Step 7	10.92
Treasurer's Clerk	Step 7	10.92
DPW Clerk	Step 7	10.92

Grade 4

Secretary I

Secretary to Town Clerk	Step 2	10.28
Circulation Assistant	Step 4	10.73
COA Secretary	Step 5	10.97
Sewer Secretary	Step 5	10.97
Veteran's Secretary	Step 7	11.46

Grade 5

Secretary II

Building Secretary	Step 7	12.03
Library Tech.	Step 7	12.03
ZBA Secretary	Step 7	12.03

Grade 6
Assistant I

Assistant Accountant	Step 1	12.04
Assistant Tax Collector	Step 3	12.57
Assessor's Assistant Services	Step 5	

Grade 7
Assistant II

Assistant Treasurer	Step 5	13.79
Assistant Library Director/Children's	Step 8	13.42
Health Administrator	Step 9	13.49
Assistant Town Clerk	Step 5	

Grade 8
Assistant III

Grade 9

Specialist

Conservation Agent	Step 1	15.80
Maintenance Specialist	Step 5	16.50

Custodian

Plumbing Inspector

Electric Inspector

By: _____
For the Board of Selectmen

By: _____
For SEIU, Local 888



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: rcashman@tyngsboroughma.gov

Clerical

To: Shanna Weston, SEIU, Local 888

From: Rosemary Cashman, Town Administrator *R. Cashman*

Date: July 18, 2009

Subject: Budget Constraints
July 1, 2009 – June 30, 2010

As discussed, the Town is implementing the attached schedule for the employees in the Clerical Union on July 1, 2009.

For clarification purposes, I provide the following information:

- 1) Library Circulation Assistants. The Selectmen have agreed that Library Circulation Assistant Jayne Curran will work 20 hours per week at a wage freeze, including no step increase, for FY10. Library Circulation Assistant Cheryl Wolfson will work 10 hours per week.
- 2) Highway Clerk. In response to the Union's request on June 25, the Selectmen have agreed that Highway Clerk Connie Flanagan can take the same Fridays off that the Highway Union is taking (13 Fridays), but only be paid for the hours that she works on Monday through Thursday. She can work 18 hours during those weeks so that her pay check stays the same throughout the year.
- 3) Wage Freeze for Two Employees. In response to the Union's request on June 25, the Selectmen have agreed to a wage freeze, including no step increases, for 2 clerical employees (Kathleen Cayer, Nancy Dutton). The funds from this wage freeze will be used to restore 3 hours to the Asst. Treasurer (Gloria Clancy) at a wage freeze, including no step increase, effective July 16.
- 4) Hiring Preference. In response to the Union's request on June 25, the Selectmen did not agree to a hiring preference for any employee whose hours have been reduced. The Town prefers to hire the most qualified person for any vacancies. Clerical union members may apply for those vacancies.

If you have any questions, please let me know.

**FY 2010
Clerical Union**

Dept. #	Position	Employee	Weekly Hours FY10
135	Asst. Town Accountant	Kathleen Cayer	8.00
135	Town Accountant Clerk	Gloria Clancy	0.50
141	Assessors Assistant	Vacant	32.00
145	Asst. Treasurer	Gloria Clancy	30.00
145	Treasurer Clerical Assistant	Kathleen Cayer	12.50
146	Asst. Collector	Nancy Dutton	32.00
146	Collector Clerk	Sharon Tetreault	8.00
160	Asst. Town Clerk	Nancy Johnson	20.00
171	Admin. Asst. - Conservation	Pamela Berman	14.00
175	Admin. Asst. - Planning Board	Pamela Berman	18.00
211	Police Custodian	Kathie Comer	24.00
241	Building Secretary	Vacant	25.00
242	Gas Inspector	Vacant	9.00
243	Plumbing Inspector	Vacant	9.00
245	Electrical Inspector	James Patierno	18.00
421	Highway Clerk	Constance Flanagan	18.00
510	Health Administrator	Joan Ferrari	27.00
510	Health Clerk	Karen Steeves	10.00
541	Council on Aging Secretary	Tracy Pecora	20.00
541	Council on Aging Meal Site Coordinator	Mildred Poirier	7.00
541	Council on Aging Custodian	Thomas Tiano	7.00
543	Veterans Secretary	Nancy Johnson	11.00
610	Library - Asst. Dir. Children's Serv.	Connie Spickler	30.00
610	Library - Library Technician	Carol Sides	30.00
610	Library - Library Technician	Gloria Delli Colli	30.00
610	Library - Library Technician	Sandra Geoffroy	30.00
610	Library - Circulation Assistant	Jayne Curran	20.00
610	Library - Circulation Assistant	Cheryl Wolfson	10.00
	Sewer Clerk	Donna Lane-McPartlan	7.00

CONTRACT
BETWEEN
THE TOWN OF TYNGSBOROUGH
AND



Mid Management Chapter

July 1, 2007 – June 30, 2010

www.seiu888.org

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Article 1: Recognition

- 1.1 The Tyngsborough Board of Selectmen, hereinafter referred to as "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 of Tyngsborough, 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:
- Assistant Assessor, Town Treasurer, Director of Veteran's Services, Director of the Council on Aging, Director of Planning and Community Development, Sewer Superintendent and Building Commissioner; Highway Superintendent, Director Board of Health, Town Engineer; Town Accountant, Conservation Director, Recreation and Parks Director
- 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 position, will be subject to a probationary period of 120 calendar days. Permanent appoint 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.

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.

- 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 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 Employer's premises during work hours subject to the approval of the Employer. Such approval shall not be unreasonably denied. The Employer shall provide reasonable release time to bargaining unit employees for the purpose of conducting Union business.
- 2.8 The Employer 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 Board of Selectmen or its designee decide 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, along with a copy the job description. 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 Special consideration for promotional opportunities will be given to members of the bargaining unit.

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 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.
- 5.5 In the event of a layoff, affected employees shall be entitled to be compensated for all vacation leave to which they are entitled to under the terms of this agreement, effective as of the date of layoff.

Article 6: Holidays

- 6.1 The following days or days as such, shall be recognized as holidays by the Town of Tyngsborough 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.
- 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 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 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 fiscal year in which the vacation time is granted.

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 forward any accumulated vacation that he/she previously accumulated prior to the execution date of this agreement. Effective July 1, 2005, an employee may accumulate vacation time and carry over up to thirty (30) days of vacation time per fiscal year.

- 8.3 An employee on any type of unpaid leave for more than forty-five (45) calendar days, shall not be entitled to 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 A minimum of five (5) vacation days must be taken each fiscal year for employees earning 3 weeks or 4 weeks of vacation. Employees earning 5 weeks of vacation must take a minimum of ten (10) days of vacation.
- 8.9 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 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, 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.
- 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

*Contract between Town of Tyngsborough and SEIU Local 888, Mid Management Chapter
July 1, 2007 – June 30, 2010*

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
Town Treasurer	MA Collectors & Treasurers Assn.	per Association
Veterans Agent	MA Dept of Veterans Services	per Dept. Annual Training

10.5 Effective July 1, 2007, and each year thereafter, each permanent member of the bargaining unit who holds and maintains a hoisting license shall receive an annual stipend of \$150.00.

Article 11: Military Service

11.1 All employees who are called for State or Federal Military Training Forces shall be paid in accordance with M.G.L Chapter 59, Section 17 and any Federal Laws governing military service leave.

Article 12: Jury Duty

12.1 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.

12.2 Employees must provide the Town with proof of service.

Article 13: Personal Expenses, Mileage

13.1 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 of Tyngsborough.

13.2 Said compensation shall be paid at the applicable IRS rate, as approved by the Board of Selectmen.

Article 14: Insurance

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

14.2 Employees hired on or after July 1, 2005, will have a 30% contribution rate applied to any HMO health insurance plan offered by the Town while employed by the Town. Effective July 1, 2008, HMO health insurance contribution rates will be a 77.5/22.5 employer/employee split for bargaining unit members hired prior to July 1, 2005. Effective July 1, 2009, HMO health insurance contribution

rates will be a 75/25 employer/employee split for bargaining unit members hired prior to July 1, 2005. For employees hired on or after July 1, 2005, HMO health insurance contribution rates will continue to be a 70/30 employer/employee split.

- 14.3 Eligibility for such participation requires an employee to meet the standards as defined by M.G.L. Chapter 32B.
- 14.4 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 15: Family Medical Leave Act (FMLA)

- 15.1 The Town shall grant Family and Medical Leave to all employees in accordance with the Family Medical Leave Policy as adopted by the Town.

Article 16: Sick Leave

- 16.1 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. For the purposes of usage, there shall be no limitation on sick leave accrual.
- 16.2 All new employees shall accrue, but not be eligible to draw upon sick days during their probationary period. (First 120 days of employment)
- 16.3 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.
- 16.4 Paid sick days shall be considered as time worked.
- 16.5 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.
- 16.6 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.

Article 17: Leaves of Absence

- 17.1 All employees covered by this agreement may be granted a leave of absence subject to the approval of the Board of Selectmen.
- 17.2 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 18: Work Related Injuries

- 18.1 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 19: Work Week

- 19.1 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 20: Personnel Records

- 20.1 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.
- 20.2 Such records may be reviewed and copied at the employee's request during normal, established business hours.

Article 21: Annual Review

- 21.1 A performance review shall be conducted on an annual basis by the Town Administrator.
- 21.2 Form – to be mutually agreed upon by the Town/Union.

Develop performance evaluation form.

Article 22: Protective Clothing

- 22.1 The Town will provide reimbursement for 1) safety shoes and 2) clothing damaged while in the field (at the discretion of the supervisor or applicable

Board); however, the total maximum reimbursement shall be \$200 per fiscal year. This provision shall apply only to the building commissioner and sewer superintendent.

Article 23: Discipline

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

Article 24: Wages

24.1

Effective July 1, 2007, each employee shall receive a 2.5% base salary increase.

Effective July 1, 2008, each employee shall receive a 3% base salary increase.

Effective July 1, 2009, each employee shall receive a 3% base salary increase.

If the Town's population reaches 12,000 inhabitants, the Veteran's Agent position would be increased to 40 hours per week and the base salary for said position would be increased to \$40,000.

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

Effective July 1, 2007:

<u>POSITION</u>	<u>PAY GRADE</u>	<u>PAY RANGE July 1, 2007</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
DPW Director	M-4	66,651	78,315	89,979
Town Treasurer	M-3	53,321	62,653	72,783
Town Accountant	M-3	53,321	62,653	72,783
Building Commissioner	M-3	53,321	62,653	72,783
Chief Assessor	M-3	53,321	62,653	72,783
Highway Superintendent	M-3	53,321	62,653	72,783
Sewer Superintendent	M-3	53,321	62,653	72,783
Planning and DC Director	M-3	53,321	62,653	72,783
Board of Health Director	M-3	53,321	62,653	72,783
Director of Conservation	M-3	53,321	62,653	72,783
Town Engineer	M-3	53,321	62,653	72,783
Recreation Director	M-2	41,820	49,139	56,457
Council on Aging Director	M-2	41,820	49,139	56,457
Veteran's Agent	M-2	41,820	49,139	56,457

*Contract between Town of Tyngsborough and SEIU Local 888, Mid Management Chapter
July 1, 2007 – June 30, 2010*

Sewer Administrator	M-2	41,820	49,139	56,457
	M-1	34,850	40,949	47,048

These pay ranges shall be increased by 3% effective July 1, 2008 and 3% effective July 1, 2009.

Effective July 1, 2008 (3% increase):

<u>POSITION</u>	<u>PAY GRADE</u>	<u>PAY RANGE July 1, 2008</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
DPW Director	M-4	68,651	80,664	92,678
Town Treasurer	M-3	54,921	64,533	74,966
Town Accountant	M-3	54,921	64,533	74,966
Building Commissioner	M-3	54,921	64,533	74,966
Chief Assessor	M-3	54,921	64,533	74,966
Highway Superintendent	M-3	54,921	64,533	74,966
Sewer Superintendent	M-3	54,921	64,533	74,966
Planning and DC Director	M-3	54,921	64,533	74,966
Board of Health Director	M-3	54,921	64,533	74,966
Director of Conservation	M-3	54,921	64,533	74,966
Town Engineer	M-3	54,921	64,533	74,966
Recreation Director	M-2	43,075	50,613	58,151
Council on Aging Director	M-2	43,075	50,613	58,151
Veteran's Agent	M-2	43,075	50,613	58,151
Sewer Administrator	M-2	43,075	50,613	58,151
	M-1	35,896	42,177	48,459

Effective July 1, 2009 (3% increase):

<u>POSITION</u>	<u>PAY GRADE</u>	<u>PAY RANGE July 1, 2009</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
DPW Director	M-4	70,711	83,084	95,458
Town Treasurer	M-3	56,569	66,469	77,215
Town Accountant	M-3	56,569	66,469	77,215
Building Commissioner	M-3	56,569	66,469	77,215
Chief Assessor	M-3	56,569	66,469	77,215
Highway Superintendent	M-3	56,569	66,469	77,215
Sewer Superintendent	M-3	56,569	66,469	77,215
Planning and DC Director	M-3	56,569	66,469	77,215

*Contract between Town of Tyngsborough and SEIU Local 888, Mid Management Chapter
July 1, 2007 – June 30, 2010*

Board of Health Director	M-3	56,569	66,469	77,215
Director of Conservation	M-3	56,569	66,469	77,215
Town Engineer	M-3	56,569	66,469	77,215
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
	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.

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

Article 25: Indemnification

25.1 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 26: Committee on Political Education

Committee on Political Education fund: The Employer 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 27: Entire Agreement/Stability

27.1 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 28: Duration

- 26.1 This agreement shall be effective July 1, 2007 and continue in full force and effect for a one year period, expiring on June 30, 2010.
- 26.2 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.
- 26.3 If both parties are agreeable, the contract may be extended for an additional year. The only terms of the contract that would be negotiable are wages.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of _____, 20

TOWN OF TYNGSBOROUGH

SEIU LOCAL 888



TOWN OF TYNGSBOROUGH

Office of the Town Administrator
25 Bryants Lane
Tyngsborough, MA 01879
Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320
E-mail: rcashman @ tyngsboroughma.gov

To: Jeanne Kidder, President, Mid-Managers Union
Shanna Weston, SEIU, Local 888

From: Rosemary Cashman, Town Administrator *R. Cashman*

Date: June 30, 2009

Subject: Budget Constraints
July 1, 2009 – June 30, 2010

As discussed, the Town is implementing the attached schedule for the employees in the Mid-Managers Union on July 1, 2009.

If you have any questions, please let me know.

FY 2010
Mid-Managers Union

Dept. #	Position	Employee	Salary FY10	Weekly Hours FY10
135	Town Accountant	Jacquelyn Cronin	68,080	37.00
141	Chief Assessor	Jeanne Kidder	65,976	37.00
145	Town Treasurer	Pauline Guilmette	56,698	32.00
171	Conservation Director	Matthew Marro	29,657	20.00
241	Building Commissioner	Mark Dupell	64,753	37.00
541	Council on Aging Director	Barbara Reynolds	30,548	24.00
543	Veterans Agent	Kevin O'Connor	27,761	27.00
630	Recreation Director	Alison McNamara	25,826	20.00
	Sewer Administrator	Kerry Colburn-Dion	29,948	27.00
	Sewer Superintendent	Allen Curseaden	71,699	37.00

Contract

Between

The Town of Tyngsborough

&



Highway Chapter

July 1, 2007 – June 30, 2010

www.seiu888.org

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This Agreement is made and entered into by and between the Town of Tyngsborough, Massachusetts, hereinafter referred to as the "TOWN" and the Service Employees International Union, Local 888, hereinafter referred to as the "UNION."

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Highway Department require that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and highway administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I RECOGNITION AND UNION SECURITY

Section 1. The Town recognized the Service Employees International Union, Local 888 as the sole and exclusive bargaining agent, with respect, to wages, hours, and other conditions of employment, for all employees of the Highway Department excluding: Superintendents, Supervisors, Engineers and all Summer and Temporary Employees.

Section 2. The Town agrees that it will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purposes of undermining the Union or changing any provisions contained in the Agreement.

ARTICLE II
EMPLOYEES' RIGHTS AND OBLIGATIONS

Except to the extent that there is contained in this Agreement:

Section 1. Employees shall have and be protected in the exercise of, the right freely and without fear of penalty or reprisal, to join or assist the Union; to act in the capacity of the Union Representative, engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities.

In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion and from any discrimination in regard to promotion, or other conditions of employment.

Section 2. No representative, department official, or agent of the Town shall:

- A. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Union;
- B. Interfere with the formation, existence, operations or administration of the Union;
- C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
- D. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for or in behalf of the Union; or
- E. Refuse to meet or confer at such times as are set forth in the contract, concerning such matters for which conferences or meetings are required by a specific clause of the contract.

Section 3. The Municipal Employer and the Union agree not to discriminate against employees covered by this Agreement because of race, color, creed, sex, national origin, or age.

Section 4. Subject to law as sole collective bargaining agent for the employees as described above, the Union agrees to offer membership to all persons covered by this Agreement, upon a tender by any such person of such uniform and non-excessive dues, (if any), and initiation fees, (if any), as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws and constitutional provisions as are uniformly applied by the Union to all its members.

Section 5. The Chapter President or his designee may be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances provided that they request permission from their supervisor. The Union shall take the necessary actions to eliminate any unnecessary abuses of this section.

Section 6. Duties of the SEIU's Bargaining Committee may be arranged so that they may attend Collective Bargaining Negotiations without loss of pay.

ARTICLE III MUNICIPAL RIGHTS CLAUSE

Nothing in this agreement shall be construed to in any way alter, modify, change, or limit the authority and jurisdiction of the Town of Tyngsborough and its officers and designees, as provided by the laws of the United States, the Massachusetts General Laws, the Charter of the Town of Tyngsborough, or the bylaws of the Town of Tyngsborough, or any law or order pertinent thereto. It is further agreed that the direction of the work force, the right to plan, powers of authority invested in the Town of Tyngsborough, are hereby retained by the Town of Tyngsborough except as may be specifically modified by this agreement.

ARTICLE IV NO STRIKE CLAUSE

Neither the Union nor any employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services.

The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down or withholding of services.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or

any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement. The Town and the Union agree to use every reasonable effort to prevent grievances from arising and to accomplish just and reasonable settlements.

Section 2. A grievance must be presented within ten (10) working days of the time of the occurrence of the alleged contract violation, and must be processed in accordance with the steps, time limits and conditions set forth below in this article:

A. The employee with a steward or representative, if he desires, shall take up the grievance or dispute in writing to the Highway Superintendent, within ten (10) working days of the occurrence giving rise to the grievance. The Highway Superintendent shall attempt to adjust the matter and shall respond in writing within five (5) working days. If the grievance is not satisfactorily settled at this step;

B. It shall be appealed in writing within five (5) working days after receipt of the written answer of the Highway Superintendent by the Employee, to the Board of Selectmen. The Board of Selectmen or its designated representative, and the Employee, and counsel and/or authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days, at a time agreed upon by both parties. If any person or persons are to represent or appear with the Employee at this meeting, the Selectmen will be informed in writing, no less than three (3) days before the meeting, of the names and titles of such persons. The Selectmen shall give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made it may;

C. The Union or the Town may submit the grievance to arbitration by written notice of such intention to appeal within ten (10) working days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article V (A).

Section 3. A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Selectmen to answer an appeal within the time limit specified shall mean that the appeal may be taken

to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 4. No reprisals of any kind will be taken by the Employer or any member of the Selectmen against any party in interest or any participant in the grievance procedure, by reason of such participation.

ARTICLE V (A) ARBITRATION

Section 1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by the following procedure.

The arbitrator is to be mutually selected by the Selectmen and the Union. If the Selectmen and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall, within five (5) working days thereafter, upon written notice of the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 2. Each party shall bear the expense of his representatives, participants, witnesses and for the preparation of the arbitrator and the American Arbitration Association shall be shared equally by the parties provided that the obligation of the Selectmen to pay shall be limited to the obligation which the Selectmen can legally undertake in that connection. In no event shall any present or future member of the Selectmen have any personal obligation for any payment under any provisions of this agreement. If either party desire a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available at cost to the other party and the arbitrator. If fees or expenses are incurred and not paid by the Town, neither the Union nor its members shall be responsible to pay.

Section 3. Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration, unless it involves only an alleged specific and direct violation of express language of a specific provision of the Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties are agreed that no restriction is intended on the rights and

powers of the Employer except those specifically and directly set forth in express language in specific of this Agreement. The arbitrator shall arrive at this decision solely upon the facts, evidence, and contentions, as presented by the parties during the arbitration proceedings.

Section 4. The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby.

Section 5. The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE VI HOURS OF WORK

The regular work week for employees shall consist of five (5) eight hour days, Monday through Friday, to be followed by two (2) consecutive days off. Starting time - 7:00 a.m., stopping time 3:30 p.m., and lunch time 12:00 p.m. to 12:30 p.m.

ARTICLE VII OVERTIME

Section 1. All work in excess of eight (8) hours is one day and/or in excess of forty (40) hours in one week shall be considered overtime and shall be compensated at time and one-half the employee's regular hourly rate.

Section 2. Double time shall be paid on three holidays: Thanksgiving, Christmas and New Year's Day.

Section 3. Regular hours of work shall not be changed to eliminate the payment of overtime.

Section 4. Overtime is to be divided equally among employees on a rotating seniority basis, and a list is to be posted as to what overtime is available, who filled the time, and the order of call

Section 5. In the event an employee in the bargaining unit is called back to work after a normal workday has been completed, he will receive a minimum of four (4) hours of pay at time and one-half. In

the event he is called back to work on a weekend, he will also receive a minimum of four (4) hours pay at time and one-half.

Section 6. All work in excess of eight (8) hours in one day, and/or in excess of forty (40) hours in one week shall be considered overtime, and shall be compensated at time and one-half the employees' regular hourly rate.

All work in excess of sixteen (16) hours in one day, including the regular work day, will be paid at the rate of double time. Effective September 1, 2007, all work in excess of twelve (12) consecutive hours in one day, including the regular work day, will be paid at the rate of double time.

ARTICLE VIII VACATIONS

Section 1. Paid vacation leave shall be granted to permanent employees as follows:

30 consecutive weeks of employment	10 work days
5 years employment	15 work days
10 years employment	20 work days
20 years employment	25 work days

Section 2. In computing earned vacation leave, credit shall be given for all permanent full time service with the Town, provided that such service was continuous and uninterrupted, except for authorized leaves, up to the date of present employment.

Section 3. Vacations shall be granted by the Department head at such times as in the opinion of this Department Head it will cause the least interference with the regular work of the Department. Vacations must be taken in the fiscal year in which they are due and shall not be accumulated from fiscal year to fiscal year. Employees shall give at least four weeks notice of desired vacation time.

Section 4. Vacation pay shall be computed at straight time rates for the regular forty (40) hour week.

ARTICLE IX
BEREAVEMENT LEAVE

- A. Starting with the day of death, each member of the bargaining unit shall be granted five (5) calendar days off without loss of pay in event of a death in his/her immediate family.
- B. Immediate family constitutes and includes the following: spouse, child, mother, father, mother-in-law, father-in-law, grandfather, grandmother, grandchild, sister, brother, brother-in-law, sister-in-law, or any relative residing within said employees household.
- C. Bereavement leave of one (1) day excluding days off shall be granted in the event of death of relative not included above to attend the funeral (example, aunt/uncle, niece/nephew).
- D. Leave as provided by this section shall not be deducted from any vacation time to which the employees' may be entitled.

ARTICLE X
SICK LEAVE PROGRAM

Section 1. Except as otherwise provided by any special or general laws, each employee who sustains injury or illness arising out of his employment in the Town service, shall be entitled to receive his full pay for the period of his incapacity up to eight (8) weeks, less those benefits payable by Workmen's Compensation Insurance or other insurance plans paid for in whole or part by the Town. If such period exceeds thirty (30) days, continued payment beyond such period shall be subject to approval by the Department Head, which may require periodic written testimony from a licensed physician supporting the claim of continued incapacity as a condition precedent to his approval. All permanent Town Employees shall not have sick leave deducted while absent because of an occupational injury.

All permanent Town Employees shall not accrue sick or vacation leave for the period of their incapacitation while on occupational sick leave.

NON-OCCUPATIONAL

Section 2. Every permanent employee subject to this agreement shall be allowed sick leave with pay for a period of up to seventeen (17) during each fiscal year, provided said leave is caused by sickness or

injury, exposure to contagious disease, when an employee is required to undergo medical, optical, or dental treatment, or on account of serious illness or death of members on the employees' family. Failure to notify Department Head/Town Administrator within two hours after starting time, except in extreme circumstances, will result in the employee being charged with leave without pay.

Section 3. Permanent employees to be granted one hundred twenty (120) accumulated sick days leave at the rate set forth in section 2 above.

New employees must work the minimum of 640 working hours to be eligible.

A doctor's certificate may be required after three (3) days of sick leave.

Section 4. Upon retirement or death, an employee or beneficiary shall be paid accumulated sick leave at the rate determined. Such payment will be made in a lump sum.

In the event an employee is laid off, upon recall sick leave would be reinstated at the same level as the last day of employment. The Town's obligation to recall lapses after a period of one (1) year from an employee's last date of employment.

For employees hired prior to January 1, 2008: Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the 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 reimbursed for the unused accumulated sick leave up to a maximum of one hundred and twenty (120) days. For the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times eight (8) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

For employees hired on or after January 1, 2008: Upon notification to the Town by the County Retirement Board that an employee has retired, or upon the 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 reimbursed for the unused accumulated sick leave up to a maximum of one hundred and twenty (120) days. For

the first one hundred and twenty (120) days, each day of sick leave will be equivalent to the hourly rate times four (4) hours of work at the time of retirement/death. In the event of death, said reimbursement will be made directly to the employees designated beneficiary, and will not be treated as part of his/her estate.

Section 5. Three (3) personal days effective July 1, 1985 not accumulated.

ARTICLE XI SALARIES

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

Effective 7/1/07	2.5%
Effective 7/1/08	3%
Effective 7/1/09	3%

<u>Class</u>	<u>FY06</u>	<u>FY07</u>	<u>FY08</u>	<u>FY09</u>	<u>FY10</u>
Senior Foreman	25.27	\$25.90	26.55	27.35	28.17
Administrative Asst.	23.45	\$24.04	24.64	25.38	26.14
Working Foreman	23.45	\$24.04	24.64	25.38	26.14
Equipment Operator	21.10	\$21.63	22.17	22.84	23.53
Skilled Laborer	20.40	\$20.91	21.43	22.07	22.73
Skilled Maintenance	--	--	--	--	--
Craftsman	19.06	\$19.54	20.03	20.63	21.25

Effective 7/1/2007, and each year thereafter, each permanent member of the bargaining unit who holds and maintains a hoisting license shall receive an annual stipend of \$150.00.

Section 1. In the event an employee of the Tyngsborough Highway Department has worked in a higher classification on any day of the week, he will continue to be paid at the higher rate of pay for the remainder of the day in which he worked.

ARTICLE XII

JURY DUTY

While in Jury Duty, employees shall receive an amount equal to the difference between his normal compensation and the amount, (excluding travel allowance) received from the Court.

ARTICLE XIII MILITARY LEAVE

Section 1. Permanent employees of the Highway Department who attend State or Federal Reserve Military training duty shall be paid any difference in compensation between that paid or payable in normal working period of up to two weeks in their regular Town Employment and the total compensation (excluding travel allowances) of the military duty. Such payment shall be limited to a period not to exceed two weeks in any calendar year and shall not include payment to members of the National Guard who may be mobilized during an emergency.

Section 2. A military leave of absence without pay shall be granted to any Town Employee called to active duty with the State or Federal Armed Forces for purposes other than the routine annual tour of duty for training purposes, and seniority rights shall not be affected while this leave of absence in is affect.

ARTICLE XIV INSURANCE

Section 1. Employees covered by this Agreement shall be covered with a Life Insurance Policy to the amount of two thousand dollars (\$2,000.00), with the Town paying 50 percent of the premiums.

Section 2. Effective July 1, 2008, HMO health insurance contribution rates will be a 77.5/22.5 employer/employee split for bargaining unit members hired prior to July 1, 2005. Effective July 1, 2009, HMO health insurance contribution rates will be a 75/25 employer/employee split for bargaining unit members hired prior to July 1, 2005. For employees hired on or after July 1, 2005, HMO health insurance contribution rates will continue to be a 70/30 employer/employee split.

Section 3. Pre-tax payment of Health Premium, the Town of Tyngsborough shall make available to union members a so-called

section 125 plan under which health insurance premium will be paid in pre-tax dollars.

ARTICLE XV PAYROLL DEDUCTION OF DUES

The Town agrees to deduct such dues as are designated by the Union from each employee who signs a membership form. Said dues shall be deducted weekly and shall be mailed with a list of employees from whom dues have been deducted to:

Financial Manager
SEIU Local 888
529 Main Street Ste.222
Charlestown, MA 02129

ARTICLE XVI HOLIDAYS

Section 1. The following days shall be recognized as paid holidays for permanent Highway Department Employees. Anyone working on these days shall be paid for the holiday plus time and one-half except for Thanksgiving, Christmas and New Year's Day which shall be paid for the holiday plus double time.

- New Year's Day - January 1
- King's Birthday (providing State holiday) - Third (3rd) Monday in January.
- Washington's Birthday - Third (3rd) Monday in February.
- Patriot's Day - Third (3rd) Monday in April.
- Memorial Day - Last Monday in May.
- Independence Day - July 4
- Labor Day - First (1st) Monday in September.
- Columbus Day - Second (2nd) Monday in October.
- Veterans' Day - November 11
- Thanksgiving Day - Fourth (4th) Thursday in November.
- Christmas Day - December 25

Section 2. Employees who work on a designated holiday shall be paid a minimum of four (4) hours at the established rate.

Section 3. The day after Thanksgiving is a day off with pay.

Section 4. Employees must work the working day before and the working day after a holiday to be eligible for the one and one-half time pay.

ARTICLE XVII REIMBURSEMENTS

Section 1. A clothing allowance of \$755.00 shall be allotted to each permanent member of the Highway Department on July 1, 2007 and \$800.00 on July 1, 2008 and \$825.00 on July 1, 2009, administered by the Board of Selectmen on a bill-presented basis, records to be available for inspection by each member and/or management.

Section 2. All full time employees who have obtained a commercial drivers license and/or a Massachusetts hoisting license will be reimbursed for the fee(s) required to obtain said license(s) upon submitting a receipt showing that said fee(s) have been paid.

ARTICLE XVIII BULLETIN BOARD AND MEETING SPACE

The Town agrees to provide a bulletin board for the Union information, and suitable space for Union Meetings.

ARTICLE XIX STABILITY OF AGREEMENT

Section 1. No amendment, alteration or variation of the terms or provisions of this agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 2. Any portion of this agreement found to be in conflict with any ordinance or statute now in effect or introduced at a later date, will be null and void. However all other portions of this Agreement will remain in effect.

ARTICLE XX FAMILY MEDICAL LEAVE ACT

All full and part-time employees who have been employed by the Town of Tyngsborough 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.

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Town of Tyngsborough will grant eligible employees up to twelve weeks of unpaid 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.

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 Executive Secretary agrees to an alternative leave arrangement that satisfies the operational needs of the Town of Tyngsborough.

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 of Tyngsborough, operations. The Town of Tyngsborough 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 of Tyngsborough's needs.

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 (Attached hereto as Appendix B) at the time they request FMLA leave, which specifies the expectations and obligations of the employee during FM:A leave and the consequences of any failure to meet these obligations.

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 within fifteen days after requesting leave. Employees should contact the Executive Secretary's office as soon as their need for a medical leave is determined to obtain the Town of Tyngsborough's Medical Certification form (attached hereto as Appendix C).
- 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 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 of Tyngsborough 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 of the health care provider shall be final and binding on the Town and the employee.

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. Employees may elect or the Town of Tyngsborough may require that employees substitute accrued paid benefits for an equivalent amount of unpaid FMLA leave.

b. The Town of Tyngsborough 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 of Tyngsborough will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion of a timely basis. Employees requesting leave should contact the Executive Secretary's Office to arrange an acceptable payment schedule.

c. The Town of Tyngsborough 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 of Tyngsborough 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.

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 of Tyngsborough 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 of Tyngsborough's operations. The Executive Secretary 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.

ARTICLE XXI WEIGHT LIMIT

The maximum weight one individual can lift unassisted is 75 pounds. Weight over this limit requires other personnel and/or mechanical assistance.

ARTICLE XXII WORK SAFETY PROGRAM

The Union agrees to participate in a joint work safety program designed to identify potential health and safety issues and to recommend possible courses of action.

ARTICLE XXIII DRUG AND ALCOHOL TESTING

Section 1. Scope

All members of the bargaining unit are subject to the provisions of this Article.

Section 2. Definitions

All terms used in this Article shall be construed in accordance with the Definitions published by the United States Department of Transportation.

Section 3. Prohibited Alcohol and Controlled Substance Related Conduct

- a.) Reporting for duty and/or remaining on duty while having a blood alcohol concentration of .02 or greater and/or while testing positive for any controlled substance.
- b.) Possessing alcohol and/or controlled substances while on duty.
- c.) Consuming alcohol or using any controlled substance while on duty, including at lunch, during breaks and/or within four (4) hours of reporting for duty.
- d.) Refusing to submit to an alcohol and/or controlled substance test required by the post-accident, random, reasonable suspicion and/or follow-up testing requirements contained in Federal and/or State regulations, and/or this Article.
- e.) Using alcohol within eight (8) hours of an accident and/or prior to undergoing a post-accident alcohol test, whichever comes first.
- f) No employee will be disciplined for failure to report when called back to work for a snow or other emergency, if said employee has consumed alcohol during his off duty hours, and believes he would be in violation of this provision if he reported.

Section 4. Required Testing

All bargaining unit members are required to submit to drug and alcohol tests under any of the following circumstances:

- a.) Any employee operating a motor vehicle involved in an accident while on duty which resulted in a fatality and/or a citation being issued to said employee for a moving traffic violation arising out of said accident.
- b.) Any employee directed to take such a test as a result of any Random Testing program mandated by state and/or federal law by regulation.
- c.) Any employee about whom the Highway Superintendent and/or any other person or person(s) designated by the Board of Selectmen has a reasonable suspicion that said employee has and/or is violating the prohibitions set forth in this Article. In the event such a test is ordered, the basis for the alleged reasonable suspicion shall be reduced to writing, and provided to the employee within 48 hours.
- d.) All tests conducted pursuant to this section will be done by a person(s) and/or facilities designated by the Board of Selectmen at the Town's expense.
- e.) Failure by a unit member to submit to an exam required by this section within two (2) hours of being ordered to do so will be deemed to be insubordinate unless said time requirement is

waived in writing by the Employer. Submission of an adulterated sample by the employee shall also be deemed a refusal; treated as insubordination; and/or treated as a positive result.

Section 5. Results of Prohibited Conduct

- a.) Any member of the bargaining unit may be disciplined, subject to the applications of just cause principles, up to and including discharge for engaging in conduct prohibited by this Article.
- b.) In addition to any discipline which may be imposed, no employee may continue to work if found to have a blood alcohol level of .04 and/or if found to be under the influence of a controlled substance. Any such employee will be immediately relieved of duty without pay until he passes a "return to duty" test for alcohol with a blood alcohol level of .02 or less and/or tests negative for controlled substances.
- c.) "Return to Duty Tests" for alcohol and/or controlled substances will be conducted by a person(s) and/or facility designated by the Town at the expense of the Employee.
- d.) In addition to a "return to duty" test, as a condition of continued employment, any such employee shall also be evaluated by a substance abuse professional designated by the Town and complete any assistance program designated by said professional. The cost of said evaluation and/or program shall be born by the Employee. The Town will make every effort to assist the employee in securing insurance coverage for said evaluation and/or program under the group insurance in effect at the time. Any employee who is evaluated and/or assigned to an employee assistance program will sign a written release authorizing a full and complete disclosure and transmittal of information between the Town, said professional, and/or said program.
- e.) Any employee who has engaged in conduct prohibited by this Article shall be subject to random unannounced drug and/or alcohol tests for twelve (12) to sixty (60) months following such prohibited conduct. Said tests will be conducted by person(s) or facilities designated by the Town at the Town's expense.
- f.) An employee may request a split sample test. In this event, the employee shall pay any extra costs for said procedure.

ARTICLE XXIV
POSTING AND VACANCY

A vacancy is an opening caused by promotion, retirement, resignation, death, discharge, or the availability of a new position.

When a position covered by this Agreement becomes vacant, and the Town, in its sole discretion determines that the vacancy should be filled, such vacancy shall be posted in a conspicuous place in all departments covered by this Agreement listing the pay, hours of work, outline of duties and (temporary or permanent) status. The town may also advertise the position vacancy to applicants outside the employment of the Town.

This notice of vacancy shall remain advertised and/or posted for seven (7) days. Employees interested in the posted vacancy shall apply in writing within the specified period. The Town shall award the position to the most qualified applicant. The successful applicant shall be given a one hundred and twenty (120) calendar day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, the Town determines that the employee is not qualified to perform the work, he shall be returned to his old position and rate as though he had never left said position, if applicable. An employee filling the temporary position shall be required to sign a waiver supplied by the Town acknowledging the fact that the temporary position may not be a permanent position for said temporary employee in the event that the former employee does not qualify in his new position and reverts to his former position.

ARTICLE XXV
PROBATIONARY EMPLOYEES

Every new employee appointed to a regular position shall be required to successfully complete a one hundred and twenty (120) calendar day probationary period to enable the Town to observe the ability of the employee to perform the various principal functions of the position. During the probationary period, 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.

ARTICLE XXVI
SEASONAL EMPLOYEES

The Town may hire seasonal employees to meet the increased workload during the spring and summer, generally between May 15 and September 15 of each year. Seasonal employees are not covered under the provisions of this agreement and are considered employees at will. Seasonal employees will perform the duties at the "laborer" level of responsibility. They will not perform bargaining unit work. They will not operate any equipment or vehicles requiring specialized licenses even if they possess such licenses. Seasonal employees shall not be offered any overtime opportunities until all permanent employees have been offered the overtime. Seasonal employees shall not receive holiday pay nor shall they accrue sick or vacation benefits.

ARTICLE XXVII
LAYOFF AND RECALL

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. Employees being laid off from a position covered by this Agreement shall be relieved of duty as follows:

The Town will provide the employee and the Union with thirty (30) days notice of the layoff.

The employee affected shall be laid off using the established seniority list on a last-in, first-out basis.

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.

ARTICLE XXVIII
COMMITTEE ON POLITICAL EDUCATION

Committee on Political Education (COPE) Fund: The Employer 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 XXIX
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2007 up to and including June 30, 2010 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2007 advising that such party desires to revise or change terms or conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

Signed this _____ day of _____, 20__

FOR THE TOWN OF TYNGSBOROUGH

FOR SEIU Local 888

APPENDIX
FAMILY AND MEDICAL LEAVE EMPLOYEE RESPONSIBILITIES

Serious Health Conditions: 1. When the employee is confronted with a serious health condition of either the employee, their spouse, son, daughter or parent, and this health condition requires foreseeable, planned medical treatment, the employee shall: A. Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the health care provider. B. Provide the Town with not less than 30 days notice before the leave is to begin. 2. When both spouses entitled to leave under this section are employed by the Town of Tyngsborough the aggregate number of work weeks of leave to which both may be entitled will be limited to 12 work weeks of leave to which both may be entitled will be limited to 12 work weeks during any 12 month period.

Childbirth or Placement: 1. When the employee finds it necessary to seek leave for childbirth or child placement which is foreseeable, the employee shall: A. Provide the Town with not less than 30 days notice before the leave is to begin, excepting that; B. If the leave required must be taken in less than 30 days, the employee shall provide such notice as soon as practicable. 2. When both spouses entitled to leave under this section are employed by the Town of Tyngsborough, the aggregate number of work weeks of leave to which both may be entitled will be limited to 12 work weeks during any 12 month period.

Reporting to the Town: The employee is required to report to the Town on a periodic basis to be determined by the Town. The employee shall advise the Town of the status of the leave, his/her intent to return to work and when return to work is expected.

Monthly Physician's Statement: The employee shall be responsible for obtaining and forwarding to the Town a monthly physician's statement certifying that continued leave is required.

Return to Work: The employee must present to the Town a statement signed by the physician certifying that the employee is able to return to work and to assume all duties required by his position.

Recovery of Insurance Premiums Paid By The Town: If the employee refuses to return to work when able to do so, or has no intent to return to work, the Town as the right to seek reimbursement from the employee for all insurance premiums paid by the Town during the leave preceding the refusal to return to work.

Requirement of Employee Co-Payment of Insurance Benefit Premiums During Leave: The employee is required to pay, in a timely fashion, all premium payments which the employee is obligated to pay prior to the leave period.

No Accrual of Seniority or Benefits During Leave: Although the employee will not lose any seniority or benefits during the leave period, there will be no accrual of additional seniority or benefits during leave.

Reinstatement to Prior Position: The Town will make every effort to return the employee to his pre-leave position and any reinstatement will be in accordance with any existing collective bargaining agreements and existing school policies and practices.

APPENDIX
TOWN OF TYNGSBOROUGH MEDICAL CERTIFICATION FORM

Employee's Name: _____

Address: _____

Telephone Number: _____

Employer: _____ Supervisor: _____

Physician: _____

Address: _____

Telephone Number: _____

Dear Physician:

This form must be completed in order for the above-named employee to become or remain eligible for leave under the Family and Medical Leave Policy of the Town of Tyngsborough. Please provide the following information:

1. The date on which the serious health condition commenced: _____
2. The probable duration of the health condition: _____
3. A brief factual explanation regarding the health condition: _____

Please complete the appropriate certification below:

** I certify that the above-named employee is needed to care for _____, who is the (circle one: spouse, son, daughter, parent) of the above-named employee. I estimate that leave of _____ (enter number of weeks) will be required to care for this person.

Date Physician

**I certify that the above-named employee is unable to perform the functions of _____, (position of employee) for the Town.

The planned medical treatment(s) for the employee or his family member's health condition is/are scheduled for the following dates: _____

I expect that the duration of these medical treatments will be _____ per treatment.

As a result of the above schedule for medical treatment(s), I expect that this employee will be on leave for the following period of time: _____ (enter number of weeks).

Date Physician



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: rcashman @ tyngsboroughma.gov

To: Shanna Weston, SEIU, Local 888

From: Rosemary Cashman, Town Administrator *R. Cashman*

Date: July 18, 2009

Subject: Budget Constraints
July 1, 2009 – June 30, 2010

Enclosed is the Memorandum of Agreement with the Highway Union for July 1, 2009 through June 30, 2010.

If you have any questions, please let me know.

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
SEIU, LOCAL 888 (HIGHWAY)
AND
THE TOWN OF TYNGSBOROUGH

Whereas, the Town of Tyngsborough (the "Town") is experiencing budget constraints and the voters of the Town have approved a budget recognizing those constraints;

Whereas, the Town's economic situation has compelled the Board of Selectmen (the "Board") to reduce the Town's operating budget by identifying certain positions within the workforce that must be subject to reduced hours;

Whereas, the Board has engaged in impact bargaining with the Union regarding positions within the workforce that are to be subject to reduced hours;

Now, therefore, the Board and the Union agree as follows:

1. Term. This memorandum of agreement will be effective from July 1, 2009 through June 30, 2010.
2. Positions, Hours, Work Schedules, Wages. Effective July 1, 2009, the attached positions will have their hours reduced as shown. These positions will follow the attached work schedules and their weekly salary will be calculated as follows: An employee's weekly salary and paycheck will be based on the total number of scheduled working hours per year multiplied by the applicable hourly rate set forth in the parties' collective bargaining agreement and divided by 52.2 weeks per year. If an employee retires, resigns, or dies during the term of this agreement, the last paycheck will be adjusted accordingly to reflect payment for the actual amount of hours worked. Overtime eligibility will be based upon the parties' collective bargaining agreement and will be calculated based upon the applicable hourly rate set forth therein.
3. Benefits. All benefits remain as per the contract. The accrual and use process in effect for all benefits on June 30, 2009 will be used during the term of this memorandum of agreement.
4. In the event that funding becomes available and any of the positions listed in paragraph 2 above are restored to their prior level of hours, both parties agree that it shall be mandatory for the employee occupying the position upon the effective date of the reduced hours to be automatically restored to those hours, provided said employee still holds the position that was subject to the reduced hours.
5. Nothing in this agreement shall be construed as an admission of any fact by any party, or as an admission to or waiver of any position taken by either party during the negotiation of this agreement as to bargaining rights, contract interpretation, or management rights. Notwithstanding, other than for the enforcement of the terms of this agreement, both parties agree that each waives its right with prejudice to file a grievance, complaint, or appeal of any kind related to the express and specific terms of this agreement.

Highway Union

Reduction in Hours Beginning July 1, 2009

<u>Employee</u>	<u>Position</u>	<u>Average Weekly Hours FY10</u>
Michael Bergeron	Skilled Laborer	38
John DeJesus	Working Foreman	38
Frederick Flanagan	Administrative Asst.	38
Richard Gill	Equipment Operator	38
James Hustins	Skilled Laborer	38
William Lannan	Skilled Laborer	38
Robert Lareau	Skilled Maintenance Craftsman (works in Town Offices)	38
Thomas Makevich	Working Foreman	38
Phillip Tatseos	Skilled Laborer	38
Paul Provencher	Skilled Maintenance Craftsman (works in Sewer Department)	38

Highway Union

Reduction in Hours Beginning July 1, 2009

In FY09, employees work 40 hours per week for 52.2 weeks = 2,088 hours per year.

In FY10, there will be a reduction of 104 hours per year = 1,984 hours per year.

(The 104 hours is based on 2 hours per week for 52 weeks.)

The work schedule in FY10 will be the following:

13.0 weeks at 32 hours per week = 416 hours

39.2 weeks at 40 hours per week = 1,568 hours

1,984 hours

Highway Union employees do not report to work on the following dates: *

Friday, July 10, 2009

Friday, July 17, 2009

Friday, July 24, 2009

Friday, July 31, 2009

Friday, August 7, 2009

Friday, August 14, 2009

Friday, August 21, 2009

Friday, August 28, 2009

Friday, September 4, 2009

Friday, June 4, 2010

Friday, June 11, 2010

Friday, June 18, 2010

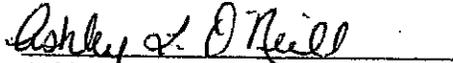
Friday, June 25, 2010

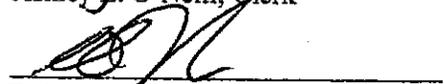
* These dates may be changed for the Skilled Maintenance Craftsman (Town Offices) and Skilled Maintenance Craftsman (Sewer Department) subject to the approval of the Department Head and Town Administrator.

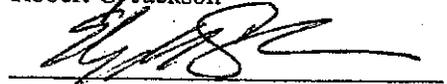
Town of Tyngsborough
By the Board of Selectmen


Karyn M. Puleo, Chairman

Richard B. Lemoine, Vice Chairman

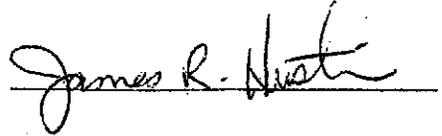

Ashley L. O'Neill, Clerk

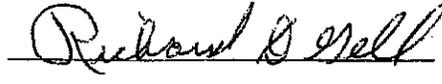

Robert G. Jackson


Elizabeth A. Coughlin

June 29, 2009
Date

SEIU, Local 888
By its Representatives


James R. Hest


Richard D. Nell

7/1/09
Date



TOWN OF TYNGSBOROUGH

Office of the Town Administrator

25 Bryants Lane

Tyngsborough, MA 01879

Tel: 978 649-2300 Ext. 100 Fax: 978 649-2320

E-mail: mgilleberto@tyngsboroughma.gov

August 19, 2010

New England Police Benevolent Association, Inc.

Local 8

Attention: Sergeant Shaun Woods, President

20 Westford Road

Tyngsborough, MA 01879

Dear Sgt. Wagner:

The Town has very much appreciated its recent conversations with Local 8 concerning collective bargaining matters.

The Town looks forward to continued dialogue to resolve pending matters in a timely manner. Thank you for your attention and cooperation.

Sincerely,

Michael P. Gilleberto
Town Administrator