



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 Executive Session Minutes

Monday November 16, 2010

6:00 P.M.

Elementary School
Teachers Lounge

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

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."

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 5-0 on a motion by Selectman Reault, second by Selectman Jackson to enter into Executive Session to discuss collective bargaining, and to exit the Executive Session and to return to open session, to meet with the Finance Committee and to adjourn. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

The Board entered Executive Session 6:00 P.M.

The Town Administrator did report that the paperwork on the new building commission is complete and no issues were reported. Mr. Crowell will work an additional couple of days to help Mr. Welcome acclimate to the position.

All the Union Contracts have been ratified and are final. The Police Contract has inserted a Section 8 Agreement to Extend the Terms and Conditions of this Agreement. Discussion ensued. The insertion of this clause preserves our rights and Labor Counsel feels it would not be a detriment. Comment that this clause is a benefit to the officers and is impossible to take out no matter if it is for this year only. This wording is in place to protect and can be omitted next year during negotiations. No more discussions on this matter. The Board voted 4-1 on a motion by Selectwoman Coughlin, second by Selectman Jackson to approve the inclusion of Section 8. Roll Call vote: Selectman Jackson, yes; Selectman Lemoine, no; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Coughlin to approve the Highway Contract with the amendment of \$.07, this amount is added to a miss calculation of one of the highway employees. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectwoman Coughlin to approve the Clerical Contract and the Mid Managers Contract. Roll Call Vote: Selectman

Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

There was a difference of legal opinion relative to the information in the Town Meeting warrant on the funding of the moneys to be used to restore the hours. Ms Randazzo's opinion via e-mail and the Town Moderator agrees that the warrant article articulates where the money is going. There was discussion on the salary for the Town Clerk and the Town Collector. Their salaries reflect an increase keeping in line with the all employees. There was a brief discussion on changing the two elected position to appointed and on the merits of having charter change study. The Town is now operating by Town By-Law.

On another note an unsigned letter regarding the Fleur-de-Lis was received by the Selectmen and a copy was delivered to the Police Department.

The Board voted 5-0 on a motion by Selectman Jackson, second by Selectman Reault to exit executive session and to return to open session. Roll Call Vote: Selectman Jackson, yes; Selectman Lemoine, yes; Selectwoman Coughlin, yes; Selectwoman O'Neill, yes; Selectman Reault, yes.

The Board exited the executive session at 6:35 P.M.

Respectfully submitted,

Therese Gay
Admin Assistant

Approved on Monday December 20, 2010

Town of Tyngsborough and the SEIU, Local 888 (Clerical)

MEMORANDUM OF AGREEMENT FOR
JULY 1, 2010-JUNE 30, 2011

Subject to ratification votes by each party, the Town of Tyngsborough ("Town") and the SEIU, Local 888 (Clerical) ("Union"), ("the parties") hereby agree to amend the Agreement dated July 1, 2007 through June 30, 2010 as follows:

- (1) Article 19 (wages)
The parties agree to a 0% wage increase for Fiscal Year 2011. Effective December 2, 2010, employees will be returned to the contractual rate and/or step increases that were suppose to be in place as of June 30, 2010.
- (2) (Hours)
Effective December 2, 2010, the Town agrees to restore hours for all members of the union to the levels detailed in the Attachment.
- (3) Custodians: The parties agree that the positions of Council on Aging Custodian and Police Department Custodian will be transferred and included in the Highway Union bargaining unit effective June 30, 2011. It is agreed that so long as the incumbents remain in the positions of Police custodian and the Director of the Council on Aging that the Police Custodian will not be required to transfer to the Council on Aging. Once the incumbent to either of these positions vacates his/her position, the preceding restriction will become null and void. Other transfers are allowed in accordance with the terms of the collective bargaining agreement.
- (4) Article 22 (Duration of agreement): The parties agree to a one year extension of the agreement so "July 1 2007" will be replaced with "July 1, 2010" and "June 30, 2010" will be replaced with "June 30, 2011". In second paragraph, "January 1, 2010" will be replaced with "January 1, 2011".
- (5) Grievances. The Union agrees to withdraw any and all pending grievances with prejudice.

FOR SEIU, Local 888 (Clerical):

Gloria A. Clancy

Dated: 11/15/10

Patricia A. Bernal

Dated: 11/15/2010

Scott J. Jeffrey

Dated: 11/15/10

FOR THE TOWN OF TYNGSBOROUGH:

Richard Beault

Dated: 11/20/2010

[Signature]

Dated: 11/19/2010

[Signature]

Dated: 11-22-2010

Arthur J. Gato

Dated: 11/17/10

Gene T. Brady, President

Dated:

R. A. L.

Dated:

11/22/10

Ashley L. O'Neill

Dated:

12/1/10

Sheet1

	A	B	C
1	Mid Managers		
2	<u>Position</u>	<u>Proposed Hours</u>	<u>Pre-reduction Hours</u>
3	Chief Assessor	40	40
4	Building Commissioner	40	40
5	Conservation Director	22	22
6	Council on Aging Director	40	40
7	Health Agent	27	27
8	Recreation Director	20	20
9	Sewer Administrator	30	30
10	Sewer Superintendent	40	40
11	Town Accountant	40	40
12	Town Treasurer	40	35
13	Veteran's Agent	30	30
14			
15			
16	Clerical		
17	<u>Position</u>	<u>Proposed Hours</u>	<u>Pre-Reduction Hours</u>
18	Assessor Admin Asst	30	35
19	Treasurer's Clerk	17	17
20	Assistant Town Treasurer	32	30
21	Assistant Tax Collector	32	32
22	Assistant Town Accountant	10	8
23	Asst. Town Clerk	22.5	22.5
24	Bldg Dept. Admin Asst.	35	35
25	Planning Admin. Asst	20	20
26	Council on Aging Custodian	10	10
27	Council on Aging Meals Site	10	10
28	Council on Aging Secretary	35	35
29	Electrical Inspector	18	20
30	Health Administrative Assistant	22	19
31	Gas/Plumbing Inspector	18	20
32	Library Employees A-D	140	140
33	Library Employee E	20	20
34	Library Employee F	20	20
35	Conservation Admin. Asst	15	15
36	Police custodian	26	26
37	Sewer Clerk	8	8
38	Town Collector Clerk	14	14
39	Veteran's Secretary	12.5	12.5
40	Highway Clerk	25	20
41			

Town of Tyngsborough and the SEIU, Local 888 (Highway)

MEMORANDUM OF AGREEMENT FOR JULY 1, 2010-JUNE 30, 2011

Subject to ratification votes by each party, the Town of Tyngsborough ("Town") and the SEIU, Local 888 (Highway) ("Union"), ("the parties") hereby agree to amend the Agreement dated July 1, 2007 through June 30, 2010 as follows:

(1) Article 11 (salaries)

The parties agree to a 0% wage increase for Fiscal Year 2011.

(2) (Hours)

The Town agrees to restore hours for all members of the union for Fiscal Year 2011. The work schedule for the year shall be as follows:

9 weeks (July 1-Sept 1) at 32 hours per week worked per employee: Total 288 hours; paid for 342 hours.

13 weeks (Sept 2-Dec 1) at 40 hours per week worked per employee: Total 520 hours; hourly rate adjusted so paid for equivalent of 456 hours.

TOTAL THROUGH DEC 1: 808 hours worked; paid for 836 hours

The difference of 28 hours shall be made up as follows:

30.2 weeks (Dec 2 – June 29) at 40 hours per week worked per employee: Total 1208 hours; hourly rate adjusted so paid for equivalent of 1,180 hours (or 39.07 hours per week)

GRAND TOTAL: 2,016 hours worked per employee; paid for 2,016 hours.

(3) (Cell phone stipend)

The Town agrees to pay a stipend for employee use of personal cell phones for Town business. The stipend shall be \$15.00 per month per employee, beginning in December, or \$105 for the Fiscal Year. It is recognized by the Town and the Union that the Town intends to consolidate its cellular phone contracts and wishes to provide Town phones to employees effective July 1, 2011. Nothing in this agreement shall require the Town to provide cellular phones to union employees.

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

- (5) Article XXIX (Duration of agreement): The parties agree to a one year extension of the agreement so "July 1 2007" will be replaced with "July 1, 2010" and "June 30, 2010" will be replaced with "June 30, 2011".

FOR SEIU, Local 888 (Highway):

William Fannan

Dated: 11-19-10

Paul J. Barry, Peritt

Dated:

FOR THE TOWN OF TYNGSBOROUGH:

Richard Beatty

Dated: 11/20/2010

[Signature]

Dated: 11/19/2010

Ashley L. O'Neill

Dated: 11/22/10

[Signature]

Dated: 11/22/10

[Signature]

Dated: 11-22-2010

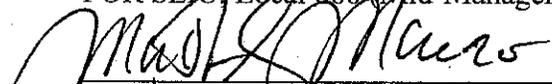
Town of Tyngsborough and the SEIU, Local 888 (Mid-Managers)

MEMORANDUM OF AGREEMENT FOR
JULY 1, 2010-JUNE 30, 2011

Subject to ratification votes by each party, the Town of Tyngsborough ("Town") and the SEIU, Local 888 (Mid-Managers) ("Union"), ("the parties") hereby agree to amend the Agreement dated July 1, 2007 through June 30, 2010 as follows:

- (1) Article 24 (salaries)
The parties agree to a 0% wage increase for Fiscal Year 2011. Effective December 2, 2010, employees will be returned to the contractual rate as of June 30, 2010.
- (2) (Hours)
Effective December 2, 2010, the Town agrees to restore hours for all members of the union to the levels detailed in the Attachment.
- (3) Article 28 (Duration of agreement): The parties agree to a one year extension of the agreement so "July 1 2007" will be replaced with "July 1, 2010" and "June 30, 2010" will be replaced with "June 30, 2011".
- (4) Grievances. The Union agrees to withdraw any and all pending grievances with prejudice.

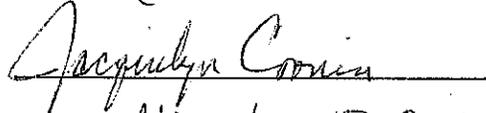
FOR SEIU Local 888 (Mid-Managers):


Matthew S. Mauro, President

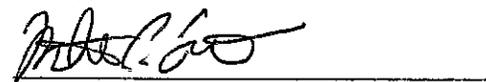
Dated: 11-15-10



Dated: November 15, 2010



Dated: November 15, 2010



Dated: 11/17/10



Dated:

FOR THE TOWN OF TYNGSBOROUGH:



Dated:



Dated: 11/14/2010



Dated: 11/22/10



Dated: 11-22-2010



Dated: 11/22/10

Sheet1

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8	Recreation Director	20	20
9	Sewer Admininstrator	30	30
10	Sewer Superintendent	40	40
11	Town Accountant	40	40
12	Town Treasurer	40	35
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41			

Town of Tyngsborough and the New England
Police Benevolent Association, Inc., Local 8

MEMORANDUM OF AGREEMENT FOR
JULY 1, 2010-JUNE 30, 2011

Subject to ratification votes by each party, the Town of Tyngsborough ("Town") and the New England Police Benevolent Association, Inc., Local 8 ("Union") ("the parties") hereby agree to amend the Agreement dated July 1, 2007 through June 30, 2010 as follows:

(1) Article 10, Section A (Wages) (Page 4): The parties agree to a 0% wage increase for Fiscal Year 2011.

(2) Article 10, Section A, Subsection 4 (Mileage Reimbursement) (Pages 4-5):

Rewrite subsection 4 as follows: "Effective September 28, 2010, any travel requiring the use of the employee's personal vehicle shall be reimbursed for each mile traveled at the then present IRS government rate per mile in addition to any parking, toll, and fees paid by the employee as stated in the IRS regulations."

The Union agrees to withdraw the pending grievance with prejudice on this issue that was filed on or around September 28, 2010.

(3) Article 10, Section C (Educational Incentive) (Page 5): Add Section 7 as follows:

"The Town agrees to pay the portion of the Commonwealth's share of the Quinn Bill during Fiscal Year 2011 that is not paid by the Commonwealth. This should not be construed as a waiver by either party to take any legal position concerning the payment or funding of the Quinn Bill in future fiscal years and both parties expressly reserve all such rights."

(4) Article 10, Section H (Master Patrolman) (Page 6): Add the following:

"The Police Chief shall hold an interview process by February 1, 2011 for the position of master patrolman and will appoint all qualified applicants in accordance with Article 10(H). All selected applicants will be paid their stipends by March 1, 2011. Thereafter, the test and interview process for master patrolmen will be held annually except in years where no additional officers become eligible for said stipend. Officers will become eligible for the stipend in the fiscal year that follows their fifth (5th) year anniversary as a full-time patrol officer. Tests and interviews will be completed by December 1st of each year and the stipends will be paid by December 31st of each year. If the Police Chief wants to add duties to the position of master patrolmen, he will enter into negotiations to discuss said duties with the Union."

(5) Article 12, Section A (Hours of Work – Dispatchers) (Page 6): Delete last sentence in Section A.

(Note: this will result in dispatchers overtime being calculated based upon a 37.5 hour workweek, rather than 40 hours, so their overtime will now be calculated in the same manner as all of the other police officers who also work a 4 and 2 schedule).

(6) Article 30 (Duration of agreement) (Page 16): The parties agree to a one year extension of the agreement so “July 1 2007” will be replaced with “July 1, 2010” and “June 30, 2010” will be replaced with “June 30, 2011”.

(7) Side Letter:

(a) The parties agree that patrol officers and communication specialists will be represented by the Union, as Unit A, while sergeants and lieutenants will be represented by the Union as Unit B, which will be a separate bargaining unit covered by a separate collective bargaining agreement. The parties agree that until such time as new collective bargaining agreements are agreed upon that the sergeants and lieutenants will continue to be covered under the terms of the existing collective bargaining agreement between the parties.

(b) The Town agrees that it will fill three (3) Lieutenant Positions effective July 1, 2011, with one lieutenant being assigned per shift.

(c) The Town agrees that it will withdraw the pending petition from the Division of Labor Relations.

(8) Agreement to Extend the Terms and Conditions of this Agreement:

Upon the expiration of this one-year agreement, in order to foster labor peace by providing a continuing code of conduct until such time as a successor agreement is executed, the parties agree, pursuant to G.L. c. 150E, Section 9, to extend the terms and conditions of this amended agreement, including any arbitration provision, until such time as a successor agreement is executed.

Notwithstanding this agreement to extend terms and conditions, the parties acknowledge that the successor collective bargaining agreement contemplated in this paragraph, regardless of its duration, shall be effective from June 30, 2011, the date of expiration of this one-year agreement.

FOR THE NEPBA, LOCAL 8:

Abraham M. Woods

Dated: 11/16/10

FOR THE TOWN OF TYNGSBOROUGH:

Ashley L. O'Neill

Dated: 11/16/10

Richard O'Keefe

Dated: 11/16/10

[Signature]

Dated: 11/16/10

Dated:

[Signature]

Dated: 11-16-2010

Richard O'Keefe

Dated: 11/16/2010

[Signature]

11/10/2010

Dated:

[Signature]

Dated: 11/16/2010