AGREEMENT

BETWEEN

BOARD OF SELECTMEN

And

SERVICE EMPLOYEES INTERNATIONAL UNION

SEIU Local 888

JULY 1, 2007 TO JUNE 30, 2010

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This Agreement is made and entered into by and between the Board of Selectmen of the Town of East Bridgewater, (Hereinafter referred to as the " Board") and the Town Clerical and Administrative Employee, SEIU LOCAL 888 (hereinafter referred to as the "Union"), this _____day of April, 2008.

RECOGNITION

1.1 The Board hereby recognizes for the purpose of collective bargaining the Union as the sole and exclusive representative for all full-time and regular part-time clerical and administrative employees of the Town of East Bridgewater, excluding the Planning Board Administrative Coordinator, the Police Department Administrative Specialist, the Board of Selectmen Administrative Assistant and all managerial, confidential and other employee. Any reference to male employees shall include female employees.

The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age or marital status, or by reason of the employee's membership in the Union not in contravention of any provision of this Agreement or law.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 It is recognized that the Board reserves and retains and will continue to do so, whether exercised or not, the sole and exclusive rights, powers and authority to control, direct and manage the affairs and operation, in all its aspects, of the Town of East Bridgewater. These rights, powers and authority shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Board with respect to the exercise of such rights, powers and authority other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 The "grievance" is a complaint by an employee that is based upon an alleged violation of this agreement, or the interpretation or application thereof.

3.2 Procedure for processing a grievance:

a. After first being presented to the Union's grievance committee a grievance shall be presented to the Town Administrator and applicable department head, by the Union Executive Board for the discussion between the Union's Executive Board members, Town Administrator, applicable Department Head and grievant. Based upon the results of this meeting, the Town and/or Union may make a recommendation to its constituents to settle the grievance or move to level one of the grievance procedure.

b. Level One: The grievance shall be presented in verbal or written form to the employee's Department Head within three (3) days of the employee knowing or should have known of the act or condition on which the grievance is based. The Department Head will meet with the grievant within three (3) days of receipt of the grievance and within five (5) days following said meeting shall render his decision in the matter.

c. Level Two: If the grievant is not satisfied with the disposition of the Grievance at Level One, or no decision is rendered within five (5) days of the meeting with the grievant, the aggrieved employee may file the grievance in writing with the Board. The Board will render its decision within fifteen (15) days of receipt of the grievance.

d. Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or no decision is rendered within fifteen (15) days of the receipt of the grievance; the grievant may elect to submit his grievance to arbitration. Said submission shall be in writing and forwarded to the Board. A member of the executive board shall be allowed to attend

The arbitrator shall be selected by mutual agreement of the parties. If any parties fail to appoint an arbitrator, he shall be selected from a list of arbitrators supplied by the State Board of Conciliation and Arbitration (Massachusetts). The parties will be bound by the rules and procedures of said State Board. The costs of arbitration shall be shared equally by the parties. The decision of the arbitrator shall be final and binding.

3.3 All references to days under this procedure shall mean working days excluding Saturdays, Sundays, and Holidays.

ARTICLE 4

ASSOCIATION BUSINESS

4.1 An Association Collective Bargaining Committee of not more than three (3) employees shall be allowed time off without loss of pay or benefits for negotiations.

4.2 An Association Grievance Committee of not more than three (3) employees shall be granted time off without loss of pay or benefits to investigate, process and/or meet with the Board representative(s) to resolve bona fide grievance.

4.3 Any employee who is a grievant under the terms of this agreement shall be granted time off without loss of pay or benefits for all meetings resulting from the processing of said grievance.

4.4 The Employer agrees to honor and to transmit to the Union, contribution deductions to the Service Employees International Union, Local 888, COPE Fund from employees who are Union members and who sign deduction authorization cards. The deduction shall be in amounts and with the frequency specified on the political contribution deduction cards.

4.5 JOINT LABOR/MANAGEMENT COMMITTEE
Section 1 - In order to provide a means for continuing communications

a Labor/Management Committee shall be established.

ARTICLE 5

VOLUNTARY DUES DEDUCTION

5.1 The Town agrees to deduct from each employee's wages, dues for the Union as each employee individually and voluntarily authorized the Board, in writing, to make such deduction. The Town will transmit said monies deducted to the Comptroller, SEIU Local 888, 529 Main Street, Charlestown, MA 02129. The employee's authorization form, will be forwarded to the town no later than thirty (30) days prior to the effective date of the first payroll from which the deduction is to be made. The employee shall individually and voluntarily complete the Voluntary Dues Assignment Form to commence said deductions and each time there is a change in the amount to be so deducted.

5.2 AGENCY FEE

Upon completion of sixty (60) days after employment, any person who is represented by the Association and who has not voluntarily joined the Association and agreed to pay dues shall, as a condition of employment, pay to the Association a service fee which is the employee proportionate share of the cost of collective bargaining and contract administration and shall at all times be in compliance with section 12 of Chapter 150E , particularly with regard to the adoption of such fee by the bargaining unit members. Such amount may be paid through payroll deduction, if authorized in writing by the employee, in which instance the provisions regarding forwarding to the Association set forth in Section 1 shall apply to the service fee.

DISCIPLINARY ACTION

6.1 No employee shall be disciplined, suspended, removed, discharged or terminated, except for just cause.

The discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provision of this agreement.

ARTICLE 7

SENIORITY

7.1 An employee seniority shall be computed from the date of hire with the Town of East Bridgewater.

7.2 Employees shall be required to serve a probationary period of sixty (60) days upon initial hire.

7.3 An employee's seniority shall not be broken except for cases of discharge for just cause or voluntary termination.

7.4 The seniority provisions of this Article shall govern in the event of a reduction in force. The work force shall be reduced in inverse order of seniority as established in Section 1. Part-time employees shall be credited with one half (1/2) year for one (1) year of service solely for the purpose of determining seniority in the event of a reduction in force.

7.5 Laid off employees shall have recall rights for three (3) years. No vacancy in a position that can be filled by an employee on a recall list shall be filled in any manner, except through the recall list as long as there is an employee with recall rights willing to accept the position. Employees shall have recall rights to the position from which they were laid off and to any position that, if vacant at the time of layoff, they would have had bumping rights under the procedure herein above. Any new position posted is opened to laid off members also.

WORK DAY, WEEK, YEAR

8.1 The full time workweek, for employees working within Town Hall, shall consist of 4 ½ consecutive days, Monday through Friday, occurring in each calendar week, provided, however, a workweek commencing on other than Monday shall have as its weekend two (2) consecutive days immediately following the completion of said work week and such days shall be equivalent to Saturday and Sunday.

The workweek for full time employees, working within Town Hall shall be as follows:

Monday: 8:30 a.m. to 8:00 p.m.

(working ½ hr. dinner break) 4:30 p.m. to 5:00 p.m.

Tuesday through Thursday: 8:30 a.m. to 4:30 p.m.

Friday: 8:30 a.m. to 12:00 noon

a. Town Meeting falls on an extended workday. Departments that perform official functions at Town Meeting shall participate fully in their Town Meeting role and will not be expected to have their Town Hall offices open to the public on that evening.

1. COMPUTING VACATION, PERSONAL, AND SICK LEAVE USE

The work week should be viewed as 35 hours in ten segments of 3.5 hours each. Normal workdays are two segments, or seven hours each. Extended work days, normally Mondays, will be three segments, or 10.5 hours. Half days, normally Fridays, will be one segment of 3.5 hours. Examples of how leave should be charged for these days appear below.

EXAMPLE	LEAVE USED
a. Employee is off all day on the extended workday (usually Monday), including the extended evening hours.	1.5 days or 10.5 hours
b. Employee is off on the half day (usually Friday)	.5 day or 3.5 hours
c. Employee out sick for a portion of a day	Actual time taken
d. Employee is off on normal workday (usually Tuesday through Thursday).	1 day or 7 hours

This only applies to full time employees working in East Bridgewater Town Hall.

The work week for full time employees, not working within the Town Hall, shall be 5 days 8:30 to 4:30 with one full hour for lunch. Any deviation in the employee's regular schedule must be submitted to the Board of Selectmen for prior approval.

The schedule of part time employees (less than 35 hours) shall be submitted by the department head or board to the Town Accountant and the Board of Selectmen.

A permanent part-time employee is defined as one who regularly works an allotted amount of time on a weekly basis. Seasonal, temporary, intermittent or employees hired for a task-specific position of 12 months or less shall not be defined as regular part-time employees.

8.2 The work year shall consist of fifty-two (52) weeks occurring in each fiscal year.

8.3 Employees shall be allowed a one (1) hour lunch break. In offices that are open until 8:00 p.m. on Mondays the full time employees shall be entitled to a ½ hour working dinner break.

8.4 Employees shall be compensated at a rate of one and one-half (1 ½) times their regular hourly rate for all work over eight (8) hours in one day or forty (40) hours in one week.

Employees shall be compensated at their regular hourly rate for all hours up to eight (8) in one day or hours between thirty-five (35) or forty (40) in one week.

Notwithstanding the above, if an employee is given compensatory time for hours worked, and approved by the Department Head, compensatory time for all hours shall be accrued at One (1) and a half (1/2) hours for each one (1) hour worked. Compensatory time must be used within thirty (30) days of its accrual, subject to the approval of the department head. Approval shall not be unreasonably denied.

8.5 Employees shall list all comp-time hours accumulated on their time sheets. employee utilization of comp-time shall be by mutual agreement with the

Department Head.

No employee shall work any overtime hours without prior approval of the employer.

8.6 Any employee required to work on a Sunday or paid holiday shall be paid at two (2) times their regular hourly rate for all hours worked.

Any employee required to report for work at a time other than their normal reporting time shall be paid overtime for all hours worked, but in no case shall they receive less than two (2) hours pay at their overtime rate. If comp-time is given in lieu of cash payment, the employee shall receive no less than three (3) hours comp-time.

ARTICLE 9

SICK LEAVE

9.1 A regularly scheduled employee shall be granted with sick leave for non-work related illness or injury.

9.2 A full time employee shall be credited with one and one-quarter (1 ¼) days of sick leave for each full calendar month, with no limit on accumulation.

Sick Leave for part time employees shall be pro-rated based on the number of hours worked, and then broken down into 7-hour sick days. The pro-rated schedule is as follows:

10 hours or less	4 days
11-13 hours	5 days
14-16 hours	7 days
17-19 hours	8 days
20-22 hours	9 days
23-25 hours	10 days
26-28 hours	12 days
29-31 hours	13 days
32-34 hours	14 days

Example: An employee that works 15 hours per week will receive seven (7) hour sick days.

9.3 Sick leave shall be granted under the following conditions:

a. When they are incapacitated from the performance of their duties by sickness or injury.

b. Up to ten (10) sick days per year may be used in case of serious illness or serious injury to member of the immediate family. The usage of sick leave to care for a member of an employee's immediate family in connection with this article shall be subject to approval by the employee's department head. Approval shall not be unreasonably denied.

Employee shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds three (3) working days of continuous duration.

9.5 An employee shall be eligible to participate in an emergency sick day donation fund to be established for a member in need. Participation shall be voluntary. Donations to such fund shall be for a member who has a sudden and/or serious illness of length and who has already used all sick days to which they are entitled. Such funds shall be established on an "as need arises basis" and will have no accumulation beyond the expressed purpose for which it was established. Days not used within a predetermined time period shall be returned to the donating members.

9.6 Before a sick day donation fund can be established for a member, the General Membership must meet to determine eligibility, the portion of a sick day to be donated per member and the length of time for the days to be utilized. The following should be considered in determining eligibility:

a. Adequate medical evidence of serious illness;
b. Prior utilization of all eligible sick leave;
c. Propriety of use of previous sick leave;
d. A diagnosis and prognosis must be submitted to review so that the amount of donation and length of time for use of donated days may be determined.
e. Once a fund has been established, the local shall provide written notification to the Board of Selectmen and the Town Accountant of the Association's vote to approve the employee's request; the number of days contributed to that employee; and the names of the employees that have donated sick leave.

is still out of work and in need of further days, said member may again request a fund be established following the same steps as before. However, requests for additional days must first be approved by the Board of Selectmen.

9.7 Employees who have accumulated one hundred and twenty (120) days of sick leave shall be allowed to annually, sell to the Town, sick leave in excess of one hundred and twenty (120) days at the rate of seventy-five percent (75%) of a days pay for each day sold.

9.8 Employees shall be entitled to utilize such time in half-day increments.

9.9 Employees absent from work on sick or any other paid leave shall continue to accrue sick leave time for the period of said absence.

9.10 For the purpose of this Article, immediate family shall be defined as: spouse, child, mother, father, mother/father-in law, sister, brother, grandchild, grandparent, daughter/son-in-law or any person living in the same household.

9.11 Upon retirement of a bargaining unit member, any employee retiring shall be reimbursed for all unused sick time at the following rate:

100% of all days accrued between 25 and 120 at 75% of the employee's then daily rate of pay. Sick days in excess of 120 remain subject to the annual buy back.

ARTICLE 10

VACATION

10.1 The following annual vacations with pay will be granted to all permanent full time and part time employees:

	Full Time Employee	Part Time Employee
6 months but less than one year	5 days	1 week
one year but less than 4 years	10 days	2 weeks
4 years but less than 8 years	15 days	3 weeks
8 years but less than 14 years	20 days	4 weeks
14 years but less than 20 years	25 days	5 weeks
20 years or more	30 days	6 weeks

For employees hired after April 14, 1997, the vacation entitlement shall be the following:

Same schedule as above, but not to exceed 5 weeks maximum

10.2 All full time employees will receive five days upon completion of six months of continuous service. From six months up to the beginning of the first full fiscal year will receive vacation pro-rated at 1 1/4 days per month. All part time vacations will be prorated based on average hours worked per week.

10.3 A permanent part time employee is defined as one who regularly works an allotted amount of time on a weekly basis. Seasonal, temporary, intermittent or employees hired for a task-specific position of 12 months or less shall not be defined as regular part-time employees. Vacation of such part time employee shall be the average of his/her weekly pay.

An additional day off shall be allowed in the event that a holiday, as defined in this contract, occurs during a vacation period.

10.5 Full time and part time employees may carry over one work week of vacation period for no longer than six months. However, the carry-over week will be paid at the rate of pay in effect at the end of the vacation period from which it was carried over.

Employees who receive 20 days or more of vacation leave shall be entitled, on an annual basis, to sell to the Town any unused vacation leave up to a maximum of five (5) days at his/her then daily rate of pay.

10.6 Employees whose employment with the Town is terminated, for any reason; will receive payment in lieu of any earned vacation not yet taken in fiscal year of their employment termination.

10.7 Vacation time may be utilized in full or half day increments.

10.8 Requests for vacation leave in excess of one (1) day shall be made with a minimum of fourteen (14) days written notice to the employee's department head. Approval of vacation time requests shall be at the discretion of the department head and approved or disapproved within seven (7) days of receipt. Requests for one (1) day of vacation shall be made with not less than twenty-four hours written notice and is subject to approval of the department head. Approval shall not be unreasonably denied. Time requirements for written notice may be waived for an emergency.

PERSONAL DAYS

11.1 The Town will provide regularly scheduled full time and part time employees with three personal days (pro-rated if part time) upon completion of one year of employment.

11.2 Personal Days must be used during the fiscal year in which they are accrued.

11.3 Personal Days may be utilized in hourly increments.

11.4 Requests for personal days may be made with three days notification to the employees department head or designee.

ARTICLE 12

HOLIDAYS

12.1 A regular, full time employee shall receive the following holidays with pay:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	The Day after Thanksgiving
Patriot's Day	Day before Christmas (except when Christmas falls on a Thursday)
Good Friday	
Memorial Day	Christmas Day
Independence Day	½ day before New Years Day
Labor Day	New Years Day
Columbus Day	

12.2 A part time employee shall be entitled to holiday pay and/or holiday time if the holiday actually occurs on a day the employee is actually scheduled to work. In no event shall a part-time employee be entitled to holiday pay if any holiday occurs on a day when the part-time employee is not scheduled to work. Example: a four (4) hour employee would receive (4) hours of holiday pay if they are scheduled to work on a holiday.

12.3 Employees shall only be entitled to holidays if they are regularly scheduled to work on the day the holiday is celebrated, or they are

regularly scheduled to work on the day a holiday is celebrated in accordance with Section 12.4 and Section 12.5. Employees shall be compensated for holidays based on regularly scheduled hours of the employee for that day. Example: Town Hall Employees scheduled to work on Friday holidays would receive compensation for 3.5 hours.

12.4 A holiday celebrated on a Saturday shall be observed on the day before or on the following Monday.

12.5 When a holiday is celebrated on a Sunday, it shall be celebrated the following day.

ARTICLE 13

BEREAVEMENT

13.1 An employee shall receive up to five (5) days off, at any one time, in the event of death of an employee's spouse, life partner, child, mother, father, mother/father-in-law, sister, brother, grandchild, grandparent, daughter/son-in-law, or any relative living in the same household or person standing on loco-parenti, without loss of pay.

13.2 In the event of the death of an aunt, uncle, brother/sister-in-law, niece, nephew, the employee shall be granted three (3) days off.

13.3 Additional days may be granted at the discretion of the department head.

ARTICLE 14

JURY DUTY

14.1 A permanent full-time or part-time employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding allowance for travel. The Treasurer shall take appropriate steps to prevent any negative impact of this policy on the retirement contributions of such an employee.

ARTICLE 15

MILITARY TRAINING

15.1 Any full-time or part-time employee called to temporary active duty under written orders of any branch of the Armed Services of the United States, shall be granted a leave of absence for said term of service and shall receive an amount equal to the difference between his normal compensation and the amount (excluding any travel allowance) received from the United States government, upon presentation of certification of the amount so paid by the Armed Services. Said period of temporary active duty shall not exceed sixteen (16) days in the calendar year.

ARTICLE 16

MILEAGE

16.1 An employee required to use his/her personal motor vehicle for official business, and who has received the prior approval of the department head, shall be reimbursed therefore at the IRS current rate.

ARTICLE 17

SPECIAL LONGEVITY

17.1 Any permanent employee, upon completion of ten (10) years of service shall be eligible for special longevity pay for one three year period. Special longevity pay shall consist of a 5% increase in the employee's base salary. The employee shall notify the Department Head, in writing, of the date the special longevity adjustment shall go into effect. At the end of the three (3) year period, the employee's salary shall revert to the proper salary for that employee's job title.

This special longevity pay shall be paid in one (1) three-year continuous

period, and may not be taken in separate increments totaling three years.

No specific form is necessary, beyond the above-cited written notice.

ARTICLE 18

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

18.1 The Town shall reimburse the cost of tuition paid by a regularly scheduled employee to attend classes at an accredited institution of higher learning. For the purpose of this Article, approved schools shall be accredited college courses leading to an associate or bachelor's degree in his/her work related field, or other job related schools or classes, all charges and costs to be approved by the supervisor prior to the commencement of said course(s).

18.2 The Town shall not reimburse tuition costs for degree attainment college courses if the employee receives less than a "C", "passing", "75 percentile grade", drops any such course(s), or the course is canceled. The Town shall not reimburse tuition costs for any course taken a second time due to failure and/or program change by said employee.

18.3 The Town shall reimburse the cost of tuition paid by a regularly scheduled employee attending classes at an approved institution of higher learning leading to a certificate in a program for secretarial skills that approximate any degree program referenced in Section 1.

18.4 Upon completion of any degree or obtaining of any certificate that would have been qualified for tuition reimbursement under Sections 1 and 3 above, or upon evidence of an employee having received any work related certificate or degree, the Town shall pay to each employee so qualified an educational incentive equal to five (5%) percent of their annual base salary in weekly amounts as part of said base salary for an associate degree or qualifying certificates. The Town shall

pay an educational incentive equal to eight (8%) percent of their annual base salary for a bachelor's degree or qualifying certificate. For the purpose of educational incentive obtaining a certificate equal to an associate's degree will require the employee to attend 60 credit hours of classes, or minimum of 900 classroom hours. For the purpose of a certificate equal to a bachelors degree, the requirement shall be 120 credit hours of 1800 class hours. To receive this benefit, the employee must receive written approval from the Board of Selectmen prior to beginning the course of study. All certificates or degrees must come from accredited colleges or institutions. Courses that do not require any means of competency testing at the completion of the course will not be considered. This language shall govern any claims for educational incentive submitted on or after the date of adoption of this language.

18.5 For the purposes of the above provisions, no employee shall receive tuition reimbursement for more than two (2) courses in a fiscal year.

ARTICLE 19

JOB POSTING

19.1 When a regularly established job becomes vacant, and it is determined by the employer to fill said vacancy; it shall be posted at all locations where there is current Union positions (Town Hall, Fire Dept., COA and DPW) for ten (10) days, after which an appointment to such job may be made by the employer. Job posting shall be written by the employer and should be to fill the most recent vacancies.

19.2 The Town, in its sole discretion, may determine whether or not any employee bidding on a vacant job should be appointed to the position. In making appointment decisions, the Town will consider applicants qualifications to fill the vacant position in a manner which best serves the efficient operation of the Town. If the Town determines that two employees have similar qualifications, then the Town may award the position to the most senior applicant. Should the town determine that no applicant possesses the required qualifications for a position; the Town may seek applicants from outside the bargaining unit. If the senior applicant is not selected for a position, the employee may request a meeting between the appointing authority, the Town Administrator and the Union for the purpose of discussing the Town's decision. If the employee

is not satisfied with the outcome of that meeting, the Union may request that the State Board of Conciliation and Arbitration appoint a mediator to meet with the parties.

The employee appointed to the vacant job shall be compensated at its assigned rate of pay as provided (see Appendix A), and shall serve a probationary period of thirty (30) days on such job, at the end of which time the employer may cause the employee's reassignment to his former job and pay rate if the employer finds that his performance is unacceptable. It is understood by the parties that an opening filled due to promotion of an employee shall be temporary until such time as the employee's probationary period has been completed.

At any time during or at the completion of said probationary period the appointed employee may elect to return to his former job and hourly rate of pay without prejudice or penalty. Such reassignment or voluntary election to return to the former job shall not be subject to the grievance and arbitration provisions of this Agreement.

19.3 No permanent job transfer shall occur unless a job posting has been issued as herein provided, except that the employer may make job reassignments of a short nature to meet exceptional emergency or special situations, and no employee shall be required to work in a department other than that to which he is regularly assigned, except in an emergency. No employee shall suffer reduction in his assigned hourly rate because of such job reassignment.

19.4 No bargaining unit classification shall be altered or abolished without negotiations.

19.5 Any employee required to perform the duties of a position in a higher pay grade shall be compensated from the first day of assignment at the higher rate of pay. In cases where an employee is requested to perform the duties of a department head or partial duties of a position, the parties shall meet and discuss an appropriate rate of pay for said employee.

INSURANCE

20.1 The employer agrees to maintain the current type and level of benefits with regard to health insurance during the life of the Agreement. The Town and the Union do hereby acknowledge the Town's participation in the Southeastern Massachusetts Health Group. The Town and the Union agree that the Town shall notify the Union of changes made to mandatory subjects of collective bargaining by the SEMHG. The Town and the Union also agree that should the Union request to meet and discuss any such changes, the parties shall meet for the purpose of Bargaining the impact of the change(s) and not the decision to implement the change(s) itself. These discussions shall not delay any mention of the SEMHG change.

20.2 The parties agree that the employee contribution for HMO insurance premiums shall be 20% and the employer's contribution shall be 80%.

The employer agrees to maintain its current level of contribution for health insurance premiums for the life of this Agreement.

20.3

a. Any employee who is eligible for the Health Insurance Plan and decides to waive participation shall receive an annual stipend of $1,500.00.

In order to qualify for the above annual stipend, employee must show proof (annually, during open enrollment) of health insurance coverage from another plan. *See attached policy for requesting Insurance Stipend.

East Bridgewater
Board of Selectmen

James M. Hardy, Chairman
Eric W. Greene, Clerk
David L. Walsh

175 Central Street
East Bridgewater, MA 02333
Tel. (508) 378-1601 Fax (508) 378-1636

George Sarnia
Interim Executive Secretary

MEMORANDUM

TO: Administrative and Clerical Employees, N.A.G.E. Local R1-123
FROM: Board of Selectmen
DATE: July 30, 2003
RE: Procedures for payment of Insurance Stipend

The Selectmen together with the Treasurer and Town Accountant has established payroll procedures for the Health Insurance Stipends instituted in your Collective Bargaining Agreement. The following procedures apply to processing payments for the Annual Health Insurance Stipend under Article 20.3 of the Clerical Unions NAGE Agreement. If you have already not done so, please notify the Treasurers office within two weeks if you intend to apply for the Stipend in FY-04 and you are not presently enrolled or participating in the Towns Health Insurance Plan for FY-04. In order to process payments for the Annual Health Insurance Stipend under Article 20.2 of the Clerical Unions NAGE Agreement, the following procedures must be followed:

1. For budgeting purposes employee must annually notify the Treasurer in writing during open enrollment that he/she will waive participation in the Towns Health insurance plan for the next Plan Year.

2. Each year at open enrollment, proof of coverage from another plan for the current Plan Year will be submitted in the form of either a valid Entitlement Card or a Letter of Coverage from the Employer who's plan the employee is now covered by or a letter from the Health Insurance Provider indicating such coverage.

3. An employee who, during the course of the Plan Year, terminates their health insurance with the town due to a "qualified event" may, during the next open enrollment only, give notice as detailed in 1 above and subsequently qualify under Section a of Article 20.3. for the next plan year and qualify thereafter under that section until such time the employee terminates or re-enrolls in the Towns Health Insurance Plan.

4. Stipends under Article 20.3 Sections a & b will not be prorated at any time. In order to qualify for payment the employee must not be on the Town Health Plan at any time during the Plan Year either as an employee or as a dependent of another employee.

For the Plan Year, all Stipends under Article 20.3 Sections a & b shall be paid in June, or the last month of the Plan Year if the Plan Year changes. All requests for stipend payments for the current plan year will be made directly to the Town Treasurer at the open enrollment of the following plan year, usually May. Once approved, those payments will be submitted to the Town Accountant and paid to the employee on the next payroll in June.

ARTICLE 21

OTHER BENEFITS

21.1 All other benefits, privileges, practices and conditions currently in effect which are not specifically provided for in the agreement are hereby incorporated or part of this agreement.

ARTICLE 22

SEVERABILITY

22.1 If any provision of this agreement or any applications of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and enforceable except to the extent permitted by law, but all other provisions of this Agreement or application thereof shall continue in full force and effect.

ARTICLE 23

EFFECT OF AGREEMENT

23.1 This instrument constitutes the entire Agreement of the Town and the Association arrived at as a result of collective bargaining negotiations.

23.2 The parties acknowledge that during said negotiations, each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining. The Town and the Association, for the life of this Agreement, waive the right to bargain collectively with respect to any subject matter referred to or covered by this Agreement, unless mutually agreed upon by the parties.

ARTICLE 24

DURATION

The duration of this Agreement shall extend through June 30, 2010 and shall remain in force from year to year thereafter, unless either party, no later than sixty (60) days prior to the date of termination of the Agreement, shall notify the other party of its desire to terminate or modify the Agreement. In the event said notice is given, negotiations for a successor Agreement shall commence at a time and place mutually acceptable to the parties. This Agreement shall remain in full force and effect during the period of said negotiations and until the signing of a successor Agreement, or unless written notice of termination of the Agreement.

ARTICLE 25

LEAVE OF ABSENCE

25.1 Employees may be granted leaves of absence up to twelve (12) months by the department head, with approval of the Board of Selectmen.

25.2 Leaves of absence shall be without compensation except as otherwise provided for in this Agreement.

25.3 Employees' seniority shall not be broken by said leave of absence.

ARTICLE 26

WAGES

26.1 The Town agrees that part-time employees shall be placed on Step equal to full-time employees with regards to years of service.

26.2 The Union agrees the Town may convert to a bi-weekly payroll system at such date as may be practicable after the effective date of this agreement.

FISCAL 2008

CLERICAL UNION WAGE SCHEDULE

JULY 1, 2007 TO JUNE 30, 2008

SCHEDULE FOR EMPLOYEES HIRED BEFORE DECEMBER 31, 2005

SENIOR CLERK

	YEARLY JULY 1, 2007 FULL TIME	WEEKLY JULY 1, 2007 FULL TIME	HOURLY JULY 1, 2007 PART TIME
STEP 1	$27,830.02	$ 535.19	$ 15.29
STEP 2	$29,398.43	$ 565.35	$ 16.15
STEP 3	$30,507.71	$ 586.69	$ 16.76
STEP 4	$31,361.42	$ 603.10	$ 17.23
STEP 5	$31,649.44	$ 608.64	$ 17.39
STEP 6	$33,107.24	$ 636.68	$ 18.19

PRINCIPAL CLERK

	YEARLY JULY 1, 2007 FULL TIME	WEEKLY JULY 1, 2007 FULL TIME	HOURLY JULY 1, 2007 PART TIME
STEP 1	$31,916.06	$ 613.77	$ 17.54
STEP 2	$33,731.61	$ 648.68	$ 18.53
STEP 3	$35,014.98	$ 673.37	$ 19.24
STEP 4	$36,014.73	$ 692.59	$ 19.79
STEP 5	$36,347.88	$ 699.00	$ 19.97
STEP 6	$37,851.26	$ 727.91	$ 20.80

ADMINISTRATIVE ASSISTANT
STATUTORY ASSISTANT

	YEARLY JULY 1, 2007 FULL TIME	WEEKLY JULY 1, 2007 FULL TIME	HOURLY JULY 1, 2007 PART TIME
STEP 1	$36,417.68	$ 700.34	$ 20.01
STEP 2	$38,501.42	$ 740.41	$ 21.15
STEP 3	$39,974.35	$ 768.74	$ 21.96
STEP 4	$41,122.98	$ 790.83	$ 22.60
STEP 5	$41,505.68	$ 798.19	$ 22.81
STEP 6	$43,059.07	$ 828.06	$ 23.66

FISCAL 2008

CLERICAL UNION WAGE SCHEDULE

JULY 1, 2007 TO JUNE 30, 2008

SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2005

SENIOR CLERK

	YEARLY JULY 1, 2007 FULL TIME	WEEKLY JULY 1, 2007 FULL TIME	HOURLY JULY 1, 2007 PART TIME
STEP 1	$ 27,564.79	$ 530.09	$ 15.15
STEP 2	$ 29,133.21	$ 560.25	$ 16.01
STEP 3	$ 30,242.48	$ 581.59	$ 16.62
STEP 4	$ 31,096.20	$ 598.00	$ 17.09
STEP 5	$ 31,384.21	$ 603.54	$ 17.24
STEP 6	$ 31,675.03	$ 609.14	$ 17.40

PRINCIPAL CLERK

	YEARLY JULY 1, 2007 FULL TIME	WEEKLY JULY 1, 2007 FULL TIME	HOURLY JULY 1, 2007 PART TIME
STEP 1	$ 31,650.84	$ 608.67	$ 17.39
STEP 2	$ 33,466.39	$ 643.58	$ 18.39
STEP 3	$ 34,749.76	$ 668.26	$ 19.09
STEP 4	$ 35,749.51	$ 687.49	$ 19.64
STEP 5	$ 36,082.65	$ 693.90	$ 19.83
STEP 6	$ 36,419.04	$ 700.37	$ 20.01

ADMINISTRATIVE ASSISTANT
STATUTORY ASSISTANT

	YEARLY JULY 1, 2007 FULL TIME	WEEKLY JULY 1, 2007 FULL TIME	HOURLY JULY 1, 2007 PART TIME
STEP 1	$ 36,152.46	$ 695.24	$ 19.86
STEP 2	$ 38,236.19	$ 735.31	$ 21.01
STEP 3	$ 39,709.13	$ 763.64	$ 21.82
STEP 4	$ 40,857.75	$ 785.73	$ 22.45
STEP 5	$ 41,240.45	$ 793.09	$ 22.66
STEP 6	$ 41,626.85	$ 800.52	$ 22.87

FISCAL 2009
3%

CLERICAL UNION WAGE SCHEDULE

JULY 1, 2008 TO JUNE 30, 2009

SCHEDULE FOR EMPLOYEES HIRED BEFORE DECEMBER 31, 2005

SENIOR CLERK

	YEARLY JULY 1, 2008 FULL TIME	WEEKLY JULY 1, 2008 FULL TIME	HOURLY JULY 1, 2008 PART TIME
STEP 1	$ 28,664.92	$ 551.25	$ 15.75
STEP 2	$ 30,280.38	$ 582.32	$ 16.64
STEP 3	$ 31,422.94	$ 604.29	$ 17.27
STEP 4	$ 32,302.26	$ 621.20	$ 17.75
STEP 5	$ 32,598.92	$ 626.90	$ 17.91
STEP 6	$ 34,100.46	$ 655.78	$ 18.74

PRINCIPAL CLERK

	YEARLY JULY 1, 2008 FULL TIME	WEEKLY JULY 1, 2008 FULL TIME	HOURLY JULY 1, 2008 PART TIME
STEP 1	$ 32,873.54	$ 632.18	$ 18.06
STEP 2	$ 34,743.56	$ 668.15	$ 19.09
STEP 3	$ 36,065.43	$ 693.57	$ 19.82
STEP 4	$ 37,095.17	$ 713.37	$ 20.38
STEP 5	$ 37,438.32	$ 719.97	$ 20.57
STEP 6	$ 38,986.80	$ 749.75	$ 21.42

ADMINISTRATIVE ASSISTANT
STATUTORY ASSISTANT

	YEARLY JULY 1, 2008 FULL TIME	WEEKLY JULY 1, 2008 FULL TIME	HOURLY JULY 1, 2008 PART TIME
STEP 1	$ 37,510.21	$ 721.35	$ 20.61
STEP 2	$ 39,656.46	$ 762.62	$ 21.79
STEP 3	$ 41,173.58	$ 791.80	$ 22.62
STEP 4	$ 42,356.67	$ 814.55	$ 23.27
STEP 5	$ 42,750.85	$ 822.13	$ 23.49
STEP 6	$ 44,350.84	$ 852.90	$ 24.37

46,324.36

FISCAL 2009
3%

CLERICAL UNION WAGE SCHEDULE

JULY 1, 2008 TO JUNE 30, 2009

SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2005

SENIOR CLERK

	YEARLY JULY 1, 2008 FULL TIME	WEEKLY JULY 1, 2008 FULL TIME	HOURLY JULY 1, 2008 PART TIME
STEP 1	$ 28,392.76	$ 546.01	$ 15.60
STEP 2	$ 30,007.21	$ 577.06	$ 16.49
STEP 3	$ 31,149.75	$ 599.03	$ 17.12
STEP 4	$ 32,029.09	$ 615.94	$ 17.60
STEP 5	$ 32,325.74	$ 621.65	$ 17.76
STEP 6	$ 32,625.28	$ 627.41	$ 17.93

PRINCIPAL CLERK

	YEARLY JULY 1, 2008 FULL TIME	WEEKLY JULY 1, 2008 FULL TIME	HOURLY JULY 1, 2008 PART TIME
STEP 1	$ 32,600.37	$ 626.93	$ 17.91
STEP 2	$ 34,470.38	$ 662.89	$ 18.94
STEP 3	$ 35,792.25	$ 688.31	$ 19.67
STEP 4	$ 36,822.00	$ 708.12	$ 20.23
STEP 5	$ 37,165.13	$ 714.71	$ 20.42
STEP 6	$ 37,511.61	$ 721.38	$ 20.61

ADMINISTRATIVE ASSISTANT
STATUTORY ASSISTANT

	YEARLY JULY 1, 2008 FULL TIME	WEEKLY JULY 1, 2008 FULL TIME	HOURLY JULY 1, 2008 PART TIME
STEP 1	$ 37,237.03	$ 716.10	$ 20.46
STEP 2	$ 39,383.28	$ 757.37	$ 21.64
STEP 3	$ 40,900.40	$ 786.55	$ 22.47
STEP 4	$ 42,083.48	$ 809.30	$ 23.12
STEP 5	$ 42,477.66	$ 816.88	$ 23.34
STEP 6	$ 42,875.66	$ 824.53	$ 23.56

FISCAL 2010
3%

CLERICAL UNION WAGE SCHEDULE

JULY 1, 2009 TO JUNE 30, 2010

SCHEDULE FOR EMPLOYEES HIRED BEFORE DECEMBER 31, 2005

SENIOR CLERK

	YEARLY JULY 1, 2009 FULL TIME	WEEKLY JULY 1, 2009 FULL TIME	HOURLY JULY 1, 2009 PART TIME
STEP 1	$ 29,524.87	$ 567.79	$ 16.22
STEP 2	$ 31,188.79	$ 599.78	$ 17.14
STEP 3	$ 32,365.63	$ 622.42	$ 17.78
STEP 4	$ 33,271.33	$ 639.83	$ 18.28
STEP 5	$ 33,576.89 ✓	$ 645.71	$ 18.45
STEP 6	$ 35,123.47	$ 675.45	$ 19.30

PRINCIPAL CLERK

	YEARLY JULY 1, 2009 FULL TIME	WEEKLY JULY 1, 2009 FULL TIME	HOURLY JULY 1, 2009 PART TIME
STEP 1	$ 33,859.75	$ 651.15	$ 18.60
STEP 2	$ 35,785.87	$ 688.19	$ 19.66
STEP 3	$ 37,147.39	$ 714.37	$ 20.41
STEP 4	$ 38,208.03	$ 734.77	$ 20.99
STEP 5	$ 38,561.47	$ 741.57	$ 21.19
STEP 6	$ 40,156.40	$ 772.24	$ 22.06

ADMINISTRATIVE ASSISTANT
STATUTORY ASSISTANT

	YEARLY JULY 1, 2009 FULL TIME	WEEKLY JULY 1, 2009 FULL TIME	HOURLY JULY 1, 2009 PART TIME
STEP 1	$ 38,635.52	$ 742.99	$ 21.23
STEP 2	$ 40,846.15	$ 785.50	$ 22.44
STEP 3	$ 42,408.79	$ 815.55	$ 23.30
STEP 4	$ 43,627.37	$ 838.99	$ 23.97
STEP 5	$ 44,033.38 ✓	$ 846.80	$ 24.19
STEP 6	$ 45,681.37 ✓ 47,965.44	$ 878.49	$ 25.10

FISCAL 2010
3%

CLERICAL UNION WAGE SCHEDULE

JULY 1, 2009 TO JUNE 30, 2010

SCHEDULE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 2005

SENIOR CLERK

	YEARLY JULY 1, 2009 FULL TIME	WEEKLY JULY 1, 2009 FULL TIME	HOURLY JULY 1, 2009 PART TIME
STEP 1	$ 29,244.54	$ 562.40	$ 16.07
STEP 2	$ 30,907.43	$ 594.37	$ 16.98
STEP 3	$ 32,084.24	$ 617.00	$ 17.63
STEP 4	$ 32,989.96	$ 634.42	$ 18.13
STEP 5	$ 33,295.51	$ 640.30	$ 18.29
STEP 6	$ 33,604.04	$ 646.23	$ 18.46

PRINCIPAL CLERK

	YEARLY JULY 1, 2009 FULL TIME	WEEKLY JULY 1, 2009 FULL TIME	HOURLY JULY 1, 2009 PART TIME
STEP 1	$ 33,578.38	$ 645.74	$ 18.45
STEP 2	$ 35,504.49	$ 682.78	$ 19.51
STEP 3	$ 36,866.02	$ 708.96	$ 20.26
STEP 4	$ 37,926.66	$ 729.36	$ 20.84
STEP 5	$ 38,280.08	$ 736.16	$ 21.03
STEP 6	$ 38,636.96	$ 743.02	$ 21.23

ADMINISTRATIVE ASSISTANT
STATUTORY ASSISTANT

	YEARLY JULY 1, 2009 FULL TIME	WEEKLY JULY 1, 2009 FULL TIME	HOURLY JULY 1, 2009 PART TIME
STEP 1	$ 38,354.14	$ 737.58	$ 21.07
STEP 2	$ 40,564.78	$ 780.09	$ 22.29
STEP 3	$ 42,127.41	$ 810.14	$ 23.15
STEP 4	$ 43,345.98	$ 833.58	$ 23.82
STEP 5	$ 43,751.99	$ 841.38	$ 24.04
STEP 6	$ 44,161.93	$ 849.27	$ 24.26

SETTLEMENT AGREEMENT

The Town of East Bridgewater ("Town") and SEIU Local 888 ("Union") hereby agree that the following terms and conditions resolve entirely the pending grievance and all related claims arising from the Town changing the job duties for the position of Assistant Town Accountant and filling it as a non-bargaining unit position, including those claims set forth in BCA ARB # 121-2005.

1. The Town will notify the Union and give it an opportunity to discuss the Town's intention to designate as non-Union any clerical and/or administrative position up to the level of assistant department head prior to making a final decision to do so.

2. The Town agrees that any future postings for clerical and/or administrative positions up to the level of assistant department head shall state whether the position is in or out of the bargaining unit and state the grounds for excluding it from the unit.

3. The Town agrees that it will not transfer bargaining unit work to non-bargaining unit personnel without meeting its bargaining obligations under M.G.L. c. 150E. If the matter can not be resolved by the parties themselves, they will participate in a mediation session with the Board of Conciliation and Arbitration or some other mutually agreed upon mediator before implementation by the Town.

4. The Assistant Town Accountant position shall remain out of the bargaining unit at this time.

5. The terms of this agreement shall not affect the parties' right to modify them through successor Contract bargaining or by the exercise of rights under the provisions of M.G.L. c. 150E.

6. The Union waives any and all claims in BCA ARB # 121-2005 and withdraws the case from arbitration, with prejudice to re-filing.

For: Town of East Bridgewater

By: George Samia
Title: Town Administrator

For: SEIU Local 888

By: Susan Mulloy
Title:President

Dated:June 7, 2007

John Mayan SEIU

Signed and sealed this 15th day of April, 2008.

BOARD OF SELECTMEN

Chairman

Clerk

Member

SEIU LOCAL 888