

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF SOUTHBOROUGH**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 888**

**(Clerical Employees)**

**2007-2010**

INDEX

	<u>PAGE</u>
ARTICLE 1 RECOGNITION	1
ARTICLE 2 MANAGEMENT RIGHTS	1
ARTICLE 3 UNION DUES	3
ARTICLE 4 AGENCY SERVICE FEE	3
ARTICLE 5 DISCRIMINATION AND COERCION	4
ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION	4
ARTICLE 7 SENIORITY	5
ARTICLE 8 JOB POSTING	6
ARTICLE 9 HOURS OF WORK AND OVERTIME	6
ARTICLE 10 LONGEVITY	8
ARTICLE 11 VACATIONS	8
ARTICLE 12 HOLIDAYS	9
ARTICLE 13 ABSENCE WITH PAY	10
ARTICLE 14 LEAVE OF ABSENCE	12
ARTICLE 15 TRANSFERS AND PROMOTIONS	13
ARTICLE 16 INSURANCE	14
ARTICLE 17 MISCELLANEOUS (NO STRIKE; NO LOCKOUT)	14
ARTICLE 18 STABILITY PROVISION	15
ARTICLE 19 WAGES AND MERIT SYSTEM	15
ARTICLE 20 SALARY RATES ABOVE MAXIMUM	17
ARTICLE 21 MERIT ADJUSTMENT POLICIES	18
ARTICLE 22 NEW PERSONNEL	18
ARTICLE 23 EDUCATIONAL INCREMENT	19
ARTICLE 24 TUITION REIMBURSEMENT	19
ARTICLE 25 COMMUNICATIONS OFFICER HOURS OF WORK AND OVERTIME	20
ARTICLE 26 APPOINTMENT OF ACTING POSITION	23
ARTICLE 27 SCOPE OF AGREEMENT	23
ARTICLE 28 DURATION	24
APPENDIX A EVALUATION	24

THIS AGREEMENT entered into by the Town of Southborough, hereinafter referred to as the Employer, and Service Employees International Union, Local 888, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. This agreement shall govern the full-time (minimum 20 hours per week) personnel as described in Article 1 below.

ARTICLE 1  
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiating salaries, wages, hours, standards of productivity and performance and other conditions of employment for the following employees: Receptionist, Senior Clerk, Dispatcher/Administrative Secretary, Communications Officer, Recreation Assistant, Administrative Secretary, Purchasing Agent/Administrative Secretary, Library Assistant, Administrative Assistant to the Board of Health, Assistant Town Accountant, Assistant Town Clerk, Assistant Treasurer/Collector, Conservation Administrator, Systems Manager, Administrative Assistant to the Chief of Police/Head Dispatcher, and Administrative Assistant to the Principal Assessor. Excluded: All managerial, casual and all other employees of the Town of Southborough.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for such employees, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2  
MANAGEMENT RIGHTS

The parties hereby mutually agree that unless expressly abridged by the specific provision of this Agreement, the Town reserves and retains, solely and exclusively, all rights to manage its affairs, direct its personnel, and to control and implement all matters that relate to its operations.

These rights shall include, but are not limited to, the ability to create new employee classifications; to conduct performance evaluations (see *Appendix A*); to assign duties and work assignments; to schedule all leaves; to schedule and enforce working hours; to make assignments of overtime by department as management needs may dictate; the right to determine and implement decision relating to the nature, extent and scope of the Town's operations and services; to establish, maintain or change practices relating to the efficient or economical management of its affairs or work force; and to control the methods, means, locations, materials and equipment involved in the delivery of its governmental services. The right to regulate the conduct, duties and composition of the work force include, but are not limited to, the right to hire, train, transfer, assign, and schedule. The right to discipline, demote, suspend and discharge employees, except for permanent employees, shall be only for just cause.

Management rights shall further include, but not be limited to:

- The establishment of the evaluation instrument, subject to impact bargaining, the frequency of evaluations and the conducting of evaluations;
- The determination of job descriptions and interpretation of job descriptions, subject to the job function;
- The increase, diminishment, change and discontinuation of operations in whole or in part;
- The institution of technological changes from time to time, or the revising of processes, systems or equipment from time to time;
- The alteration, addition or elimination of existing methods, equipment, facilities or programs;
- The determination of the location, organization, number and training of personnel;
- The change within the job function of duties and work assignments from time to time;
- The granting and scheduling of leave;
- The determination of which employees, if any, are to be called in for work at times other than their regular scheduled hours, subject to Article 9(g);
- The determination of qualifications and requirements for the position;<sup>1</sup>

---

<sup>1</sup> This provision shall apply going forward, only, and not retroactively.

- The relief of employees due to the incapacity to perform duties or for any other lawful reasons;
- The making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary, but such rules, regulations and procedures shall not contravene any provision of the Agreement; and
- The Chief of Police shall have the right from time to time to fill the four (4) and two (2) day with a part-time Dispatcher or with the Head Dispatcher, at his discretion.

The failure of the Town to exercise its rights, or its exercise of such rights in any particular manner, shall not be construed as either a waiver of such rights or the establishment of a binding past practice between the parties.

### ARTICLE 3 UNION DUES

Employees shall tender the monthly membership dues by signing the authorization of dues form, during the life of this Agreement and in accordance with the terms of the form of authorization of check-off dues hereinafter set forth. The Employer agrees to deduct Union membership dues levied in accordance with the constitution of the union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of Employees who have had such dues deducted.

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article.

### ARTICLE 4 AGENCY SERVICE FEE

In accordance with the provisions of Chapter 150E of the Massachusetts General Laws, all employees in the bargaining unit who are not members of the Union shall be required, as a condition of employment, to pay a monthly service fee to the Union, as exclusive bargaining agent, which shall be limited to an amount equal to the cost of administering this Agreement, including any grievance arbitration.

For existing employees, such payment shall commence thirty-one (31) days following the date of their employment.

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article.

#### ARTICLE 5 DISCRIMINATION AND COERCION

There shall be no discrimination by either Union or Employer against any employee because of his/her activity, membership or non-membership in the Union. The Employer agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, disability, creed, color, national origin, sex, sexual orientation, as defined by law, genetic information, and age, as defined by law, or any other legally protected class.

#### ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

The Employer shall be furnished the names of the Union Stewards immediately upon their designation and the Union shall notify the Employer of any change. The Stewards shall be granted reasonable time off during working hours to investigate and to settle grievances. The parties agree that there shall be every attempt to settle each and every grievance as expeditiously as possible.

Grievances of any kind which arise between one or more employees and the Town concerning the interpretation or application of this Agreement shall be processed under the following procedures:

Step 1: Grievances must be first presented in writing by the Employee and/or the Union to the department head and copied to the Town Administrator within fourteen (14) calendar days after the occurrence of the incident or event upon which the grievance is based. The department

head shall respond in writing within seven (7) days of receipt of the written grievance. If no satisfactory adjustment is reached at Step 1, then the grievance shall be submitted to Step 2.

Step 2: If the grievance is not resolved at Step 1 or answered by the department head within the time limit set forth above the grievance in written form shall be submitted to the Board of Selectmen of the Town within ten (10) calendar days after the fourteen (14) day period referred to in Step 1. The Board of Selectmen and one member of the Union shall meet within twenty-one (21) calendar days after such submission and shall attempt to settle the grievance. If the matter cannot be satisfactorily settled at Step 2, the Board shall give its written answer to the grievance within seventy-two (72) hours after the meeting ends.

Step 3: If the grievance is not satisfactorily adjusted at Step 2, or answered by the Board of Selectmen, it may, within forty-five (45) days after the meeting with the Board or within sixty (60) days after submission to the Board at Step 2, whichever occurs later, be submitted for arbitration to the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. The jurisdiction of the arbitrator is limited to the terms of this Agreement and it is further understood that he has no jurisdiction to determine a change in the general wage schedule. The Town may also use the grievance procedure for the presentation of its grievances to the Union.

In the event the Employer submits a grievance it shall be discussed between a representative of the Union and an appropriate representative of the town. If not resolved it may be submitted forthwith by either party to arbitration.

The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

#### ARTICLE 7 SENIORITY

The length of service of an employee in the bargaining unit shall determine the bargaining unit seniority of the employee. The length of service of an employee in a particular department shall determine the employee's departmental seniority. Seniority by bargaining unit shall govern and

control in choice of vacations; seniority by department shall govern days off and hours of work and in decreases in the working force. Seniority shall not govern and control in choices of day off and hours of work and shift assignments for Communications Officers and Administrative Assistant to the Chief of Police/Head Dispatcher.

#### ARTICLE 8 JOB POSTING

When a position covered by this Agreement becomes vacant except through layoff or other reduction in force, which the Town intends to fill, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications of the position. Job postings shall be posted at the Town Hall and concurrently in any other source for a period of ten (10) business days. Employees interested shall apply within the ten (10) day period. The current practice of giving consideration to employees in the department with the greatest seniority shall be adhered to; however, if no employee within the department is deemed qualified, the employer may fill the position from any other source.

#### ARTICLE 9 HOURS OF WORK AND OVERTIME

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

(a) The regular scheduled workweek will consist of five (5) consecutive eight (8) hour workdays, Monday through Friday, with the hours of duty being from between 8:00 a.m. and 5:00 p.m. The Employer, however, retains the right to schedule hours of employment in accordance with work requirements of the department.

(b) Full-time employees shall be compensated at time and one-half for all work performed after forty (40) hours per week, All employees shall be granted an unpaid meal period. The meal period shall be scheduled at or near the middle of the shift.

(c) All employees' work schedules that consist of more than six hours per day will provide for a fifteen (15) minute rest period during the first one-half (1/2) shift and a fifteen (15) minute rest period during the second one-half (1/2) shift. The rest period shall be scheduled at the



middle of each one-half (1/2) shift, whenever this is feasible. If an employee's work schedule consists of less than (6) hours per day, this employee will be eligible for only one fifteen (15) minute rest period at the half of their work day or whenever this is feasible.

(d) Overtime shall be distributed among personnel in each department who ordinarily perform such related work in the normal course of their workweek; provided, however, assignment of overtime in the Police Department shall be in accordance with past practice.

(e) In addition, employees whose regularly scheduled tour of duty is less than eight hours per day or forty hours per week will receive overtime (time and one-half) only after working more than 40 hours in a week. These employees will receive straight time for the hours worked over their regularly scheduled hours until they have worked more than forty hours in a week. Current employees as of July 1, 2008 holding the positions of Conservation Administrator, Board of Health Administrative Assistant, Town Clerk Administrative Secretary, Administrative Assistant to the Building/Zoning Inspector, Administrative Secretary to Planning, Assistant Town Clerk and whose regularly scheduled tour of duty is less than eight hours per day or forty hours per week will receive overtime (time and one-half) only after working more than eight hours in a day or forty hours in a week. These employees will receive straight time for the hours worked over their regularly scheduled hours until they have worked more than eight hours in a day or forty hours in a week.

(f) If any employee who regularly works at least eight hours a day or 40 hours per week is called back to duty hereunder he/she shall be paid at the overtime rate for all such time and shall be guaranteed a minimum of four (4) hours overtime call back pay.

(g) A workday is defined as one-fifth (1/5) of the regularly scheduled work week for the purposes of granting sick, vacation and personal time.

(h) Notwithstanding the provisions of this Article, the Communications Officers assigned to Central Dispatch on a rotating shift shall be scheduled by the Town to a work schedule of four (4) consecutive working days on followed by two (2) consecutive days off, with the overtime rate of the Central Dispatchers on the four (4) and two (2) schedule based on a forty (40) hour workweek. The four (4) and two (2) schedule will be implemented by the Town on March 1,

2003, regardless of whether the Central Dispatch Center is in operation at that time. The Town may implement Central Dispatch on or after March 1, 2003, at its discretion.

ARTICLE 10  
LONGEVITY

Effective July 1, 1998, after five (5) full-time years of continuous service to the Town, each employee shall be paid an additional Four hundred Dollars (\$400.00) per annum.

After ten (10) full-time years of continuous service to the Town – Six Hundred Dollars (\$600.00) per annum.

After fifteen (15) full-time years of continuous service to the Town – Seven Hundred Dollars (\$700.00) per annum.

After twenty (20) full-time years of continuous service to the Town – Eight Hundred and Fifty Dollars (\$850.00) per annum.

After twenty-five (25) years of continuous service to the Town – One Thousand Dollars (\$1,000.00) per annum.

After thirty (30) full-time years of continuous service to the Town – One Thousand Two Hundred Dollars (\$1,200.00) per annum.

After forty (40) full-time years of continuous service to the Town – One Thousand Five Hundred Dollars (\$1,500.00) per annum.

ARTICLE 11  
VACATIONS

Employees of this bargaining unit who have been in continuous employ of the Town shall be paid their regular week's pay, which constitutes five (5) working days, as vacation pay in accordance with the following schedule.

1 year from starting date of employment up until 5 years of employment	6.666 hours per month
5 years from starting date of employment up until 10 years	10.0 hours per month
10 years from starting date of employment up until 15 years	13.333 hours per month
15 years from starting date of employment up until 20 years <sup>2</sup>	16.666 hours per month

Vacations shall be granted by management at such time as, in its opinion, will cause the least interference with the performance of the regular work of the department. An employee may take up to one week's vacation after 6 months employment with permission of their department head. An employee shall be permitted to carry over up to one year's earned vacation. The employee must have the Department Head's approval to take any portion of the prior year's unused vacation in addition to the days earned in the present fiscal year.

If an employee requests and Department Head and Selectmen approve, the employee may continue to work and receive vacation pay in lieu of his/her vacation.

In the event of termination of employment, the employee shall be paid or be entitled to time off with pay, for any accumulated vacation prorated on the basis of service since the employee's preceding vacation. In the event of the death of any employee, any accumulated vacation pay shall be paid to his/her estate.

#### ARTICLE 12 HOLIDAYS

Each eligible employee shall receive one day's pay at his/her regular straight time rate for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day After Thanksgiving Day
Memorial Day	Christmas
Independence Day	Day after or before Christmas
Labor Day	

<sup>2</sup> Those hired before July 1, 2003, shall continue to be eligible to accrue 20.0 hours per month vacation time after 20 years of service. (See Side Letter at *Exhibit 3*).

To be eligible for holiday pay, an employee must work both his/her regular scheduled day preceding and his/her regular scheduled day following the holiday, or be excused from work pursuant to the provisions for absences with pay listed in Article 11, Vacations, and Article 13, Absence with Pay.

An employee whose regular day off falls on a holiday may elect to have one day off with pay in the following week in lieu of holiday pay, providing the choice of day is approved by the Department Head.

ARTICLE 13  
ABSENCE WITH PAY

1. Sick Leave

(a) All regular full-time employees hired after July 1, 2007 shall be entitled to 1.25 days or 10 hours per month sick leave per year up to a maximum accumulation of 100 days. Sick leave accrual shall be prorated for regular part-time employees in accordance with Article 9 Section H. All regular part-time employees hired prior to July 1, 2007 shall be entitled to 1.25 days or 10 hours per month sick leave per year with the maximum accumulation as the number of sick days they have as of June 30, 2010, or up to a maximum accumulation of 100 days, whichever is greater. Pay for each day of sick leave shall be at the rate of a regular day's pay. Absences on account of sickness in excess of that authorized may, at the discretion of the department head, be charged to vacation leave. Sick leave shall be payable only in cases of bona fide illness or nonwork-related accident. At retirement, the Town will pay the employee for twenty percent (20%) of the accumulated sick time.

(b) Employees who, because of sickness of a nonwork-related accident, are absent for a period of more than three (3) days shall be required to present a doctor's certificate to their department head stating the reason and period of time the employee will be absent from work. The above section is not to be construed by any employee or department head for time off for any sickness caused by overindulgence in alcohol or narcotics or by his misconduct.

(c) The Town shall allow the use of seven (7) sick days per year for the care of a sick family member or any other person who in the opinion of the Department Head in consultation with the

Town Administrator, is closely associated with the employee. This section is not subject to the grievance procedure.

2. Jury Duty

An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight-time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages.

Any employee required to serve on any federal jury on days he or she is scheduled to work, shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate.

An employee seeking compensation in accordance with this Section shall notify his department head with copies to the Town Treasurer after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

3. Court Time Pay

An employee on duty at night or on vacation, furlough or day off who attends as a witness or other capacity in the performance of his/her duty or in behalf of the Commonwealth or the Town in any criminal case pending in any court or before any official governmental board or agency shall be entitled to overtime compensation for every hour or fraction thereof.

4. Personal Days

Effective on the employee's anniversary date, each employee shall be entitled to three (3) personal days per year. For all current employees and upon ratification of the collective bargaining agreement each employee will be granted a prorated equivalent of the amount of personal leave based on the difference between July 1 and the employee's anniversary date. The supervisor at his/her discretion is allowed to honor the request for a personal day of any member

of his/her department covered by this agreement who might have any one of a normally accepted need for a personal day. However, in no event shall the personal days for any one employee exceed three days per year nor shall they accumulate from year to year.

5. Miscellaneous Paid Time Off

Working time lost from regularly scheduled work days for such reasons listed below shall be without loss of pay, provided such lost time is with authorization of the department head.

(a) Bereavement Leave

In the event of the death of a spouse, father, mother, children, father-in-law, mother-in-law, brother, sister, or any other person who in the opinion of the Department Head is closely associated with the employee, the employee shall be entitled to bereavement leave for the purpose of funeral arrangements and burial of said deceased. Leave shall be commensurate with the circumstances and shall be limited to a maximum of five (5) days if approved by the Department Head. In all cases the Department Head shall exercise his/her best practical judgment under the particular circumstances in authorizing bereavement leave.

(b) Inoculation required by the Town.

(c) Red Cross blood donation authorization by the Department

(d) Promotional examinations conducted under rules for promotion to any position in the Town of Southborough.

(e) Medical examinations for retirement purposes.

(f) Attendance at educational programs required or authorized by the Town or Department.

ARTICLE 14  
LEAVE OF ABSENCE

1. Leave of absence for valid reasons may be granted by approval of the Board of Selectmen, but shall be without compensation. Leaves of absences may not be granted to seek

other employment. Leaves of absence of over three months' duration, except military leave, shall be considered a break in employment, and on return to work the employee shall have the status of a new employee unless an extension of leave beyond three months has been authorized by the Board of Selectmen.

2. The Town shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FMLA Policy. (See FMLA Policy at *Exhibit 1*). The Town shall provide Small Necessities leave in accordance with the Small Necessities Leave Act (SNLA) and the Town's SNLA Policy. (See SNLA Policy at *Exhibit 2*).

#### ARTICLE 15 TRANSFERS AND PROMOTIONS

1. When an employee is promoted to a job with a higher rate range, or a rate of pay, he/she shall enter it at the minimum of the job rate range or at his present rate, whichever is the higher, but in no event at a rate in excess of the maximum for such job. The employee may also receive at the time a one-step increase provided the maximum for the job is not exceeded, if the department head recommends that the qualifications and performance warrant it and the Board of Selectmen approves. If the department head should feel that there should be a trial period before recommending the promotional one step raise increase on recommendation of the department head, the Board of Selectmen may approve such a deferred promotional increase at the conclusion of the trial period.

2. If an employee is transferred to a job with a lower rate range, or rate of pay he shall enter it at his present rate or at the maximum rate for the job, whichever is the higher, providing the Board of Selectmen approves. The employee shall have a right to appeal and be heard, and the Board shall decide the matter.

3. In the case of promotions, the following factors shall be considered: Seniority and ability to do the job. Among employees with equal ability, seniority shall be the governing factor.

4. Promotions are made at the recommendation of the Department Head to the Board of Selectmen who have final approval.

5. The creation of a new position or up-grading of a position in the classification of an existing position because of a change in the level or work demand and or responsibility shall be determined by the Board of Selectmen, acting upon a written recommendation from the Department Head and Union Body. The Board of Selectmen must respond to all requests within thirty (30) working days of said written notice.

6. The employee has the right to request a new position or up-grading of a position, as described above, at any time during the contract agreement. If the Board of Selectmen denies the employee's request, the employee has the right to appeal and to be heard by the Board of Selectmen.

#### ARTICLE 16 INSURANCE

The Town shall provide Workers' Compensation. The Town shall offer group health insurance, which will consist of an indemnity plan and one or more Health Maintenance Organization Plans. Effective July 1, 2005, the Town will contribute fifty percent (50%) towards the indemnity plan and eighty percent (80%) towards the Health Maintenance Organization plan.<sup>3</sup> The Town shall offer dental insurance and life insurance on a fifty-fifty percent (50%) basis with the employee. Effective July 1, 2008, the Town will contribute fifty percent (50%) towards the indemnity plan and seventy seven and one half percent (77.5%) toward the Health Maintenance Organization plan. Effective July 1, 2009 the Town will contribute fifty percent (50%) towards the indemnity plan and seventy five percent (75%) toward the Health Maintenance Organization plan.

#### ARTICLE 17 MISCELLANEOUS (No Strike; No Lockout)

During the term of this Agreement, the parties agree that there shall be no strikes, work stoppages, slow-downs, or interference or interruption with the operations by the employees or the Union, and there shall be no lock-outs by the Town.

---

<sup>3</sup> Prior to July 1, 2005, the Town will contribute fifty percent (50%) towards the indemnity plan and ninety percent (90%) towards the Health Maintenance Organization plan.



ARTICLE 18  
STABILITY PROVISION

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.
2. The failure of the Municipal Employer or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Association to future performance of any such term or provision, and the obligations of the Association and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE 19  
WAGES AND MERIT SYSTEM

1. The weekly pay period shall begin at 12:01 a.m. Thursday, and shall end at 11:59 pm the following Wednesday.
2. Wages for all members of the bargaining unit shall be increased, as follows:

Effective July 1, 2007	2.5%
Effective July 1, 2008	3%
Effective July 1, 2009	3%
Effective June 30, 2010 @ 11:59 pm	.5%

The increases are in addition to the merit or personal rate achieved during the life of the Agreement. The above is also added to the personal rate of any employee under the former Agreement.

3. Effective July 1, 2008, in each grade, a maximum performance achievement step will be added, which will be 2% more than the existing maximum step of the grade. To be eligible for the maximum performance achievement step, an employee must have served at least one year in the maximum step of his/her grade, and be certified by his/her Department Head to the Town

Administrator to have performed competently in his/her job classification. (See Side Letter attached at *Exhibit 4*).

4. The wage schedules shall be, as follows (subject to verification by the Town and the Union):

**Effective July 1, 2007  
(2.5%)**

Grade	Minimum	Maximum	Maximum Performance Achievement Step
3	17.64	21.65	22.08
2	15.96	19.93	20.34
1	14.33	18.27	18.63

**Effective July 1, 2008  
(3%)**

Grade	Minimum	Maximum	Maximum Performance Achievement Step
3	18.17	22.74	23.20
2	16.44	20.95	21.37
1	14.76	19.19	19.57

**Effective July 1, 2009  
(3%)**

Grade	Minimum	Maximum	Maximum Performance Achievement Step
3	18.71	23.42	23.89
2	16.93	21.58	22.01
1	15.20	19.76	20.16

**Effective June 30, 2010  
(0.5%)**

Grade	Minimum	Maximum	Maximum Performance Achievement Step
3	18.81	23.54	24.01
2	17.02	21.69	22.12
1	15.28	19.86	20.26

**Position Classes, Salary, Wage and  
Miscellaneous Schedule F**

<u>Class</u>	<u>Grade</u>
Receptionist	1
Senior Clerk	1
Dispatcher/Administrative Secretary	2
Communications Officer	2
Recreation Assistant	2
Administrative Secretary	2
Purchasing Agent/Administrative Secretary	2
Library Assistant	2
Administrative Assistant to the Board of Health	3
Assistant Town Accountant	3
Assistant Town Clerk	3
Assistant Treasurer/Collector	3
Conservation Administrator	3
Systems Manager	3
Administrative Assistant to the Chief of Police/ Head Dispatcher <sup>4</sup>	3
Administrative Assistant to the Principal Assessor	3

**ARTICLE 20  
SALARY RATES ABOVE MAXIMUM**

A personal rate, which is above the maximum rate for a job, may be granted to an employee at the maximum of his/her grade if recommended by the Department Head or Board and approved by the Board of Selectmen. Any such rate, which is above the maximum rate for a job, shall be deemed to be personal and apply only to the incumbent. When such incumbent leaves the employment of the Town or is transferred to another job with a higher maximum rate than his/her personal, or higher maximum rates are established, the personal rate shall disappear.

<sup>4</sup> This classification shall receive a six percent (6%) stipend calculated on base pay in addition to his/her wage in Grade 3.

ARTICLE 21  
MERIT ADJUSTMENT POLICIES

Every employee subject to this plan who is in continuous full-time employment of the Town, computed from the date of his/her latest employment, shall be eligible for a merit increase one year from the date of his/her latest increase. Such increase is not to exceed five percent (5%) in any single twelve-month period until the maximum of the position is obtained. No increases shall be granted to an employee such that the compensation exceeds the maximum for his or her grade for that position.

The amount of the merit increase will be recommended by the Department Head or the appropriate Commissioners or Trustees based on an evaluation submitted and approved by the Board of Selectmen. The evaluation of an employee, (*Appendix A*), must be submitted to the Board of Selectmen, by the Department Head at least 30 days prior to the employee's anniversary date. The Union shall be notified that an evaluation has been completed.

Any employee denied such a merit increase has the right to appeal, in writing to the Board of Selectmen, which shall confer with the employee, the Department Head, or the appropriate Commissioners or Trustees, and decide the matter. The Selectmen's decision is final and is not subject to further review or appeal.

ARTICLE 22  
NEW PERSONNEL

1. The hiring rate shall be at the minimum of the rate range of the job for the new employee, unless otherwise authorized by the Board of Selectmen.
2. For new regular personnel, the first six months of employment shall be a probationary period. The initial probationary period may be extended for an additional six months to a total of 12 months with concurrence of the Union executive board (President, Vice President and Treasurer). The termination of any employee during such probationary period will not be subject to grievance or arbitration, as set forth in Article 6 of this Agreement.

ARTICLE 23  
EDUCATIONAL INCREMENT

All full-time employees who have earned credits leading to a degree while an employee of the Town, in a field applicable to their position as determined by the Department Head, and the Board of Selectmen or their designated appointee, or the appropriate Commissioners or Trustees, in a degree-granting program from an accredited college or university, shall receive a one-time bonus, according to the following schedule:

Associates Degree	\$800
Bachelors Degree	\$1,200
Masters Degree	\$1,500

A copy of the completed transcript or diploma or other appropriate evidence of the completed degree must be presented to the department head and a copy to the Board of Selectmen who shall maintain complete and ongoing records for participants.

ARTICLE 24  
TUITION REIMBURSEMENT

Employees are entitled to tuition reimbursement provided:

1. That the course is accredited and pertains to the employee's specific job position. Such information shall be presented to the Department Head, in writing, prior to enrollment in the course.
2. That the Department Head, and the Board of Selectmen, or the appropriate Commissioners or Trustees approve of the commitment of Town funds prior to registration by the employee, or the employee assumes responsibility for payment.
3. That an approved purchase order is issued prior to registration by the employee.
4. That the employee attains a grade for the course of "B" or better and presents written verification of such grade to the department head.

ARTICLE 25  
COMMUNICATIONS OFFICER HOURS OF WORK AND OVERTIME

1. Scheduled Work Shifts, Work Week, Etc.

(a) Communications Officer shall be scheduled to work on regular work shifts or tours of duty and each work shift or tour of duty shall have a regular starting and quitting time. Work schedules shall be posted on all department bulletin boards at all times and copies shall be given to the Union.

(b) The work shifts or tours of duty, the hours of work of regular full-time communications officer's are as follows: Shift B is the day shift; Shift C is the afternoon shift; and Shift A is the night shift. Days off shall be two consecutive days. The work shifts shall be regulated at the direction of the Chief of Police. The workweek shall not, however, be more than forty (40) hours.

2. Overtime Services

(a) All assigned, authorized or approved service outside or out of turn of a communications officer's regularly scheduled tour of duty, work shift, hours of work or work week, including service on a communications officer's scheduled day off, or during his/her vacation and service performed prior to the scheduled starting time for his/her regular work shift or tour of duty, and service performed subsequent to the scheduled time for conclusion of his/her regular work shift or tour of duty after any eight (8) hour shift in a twenty-four (24) period, shall be deemed overtime service and paid for as such.

(b) If a communications officer has left his/her place of employment or last duty assignment after having completed work on his/her regular work shift or tour of duty, or if a communications officer assigned such shift or tour is recalled to Police Headquarters or to any other place and he/she reports thereto, or if a communications officer is so recalled on a scheduled day off or during his/her vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay thereof.

Overtime service shall include:

- (i) Firearms Training as may be scheduled by the Chief of Police or his designee, up to four (4) per year, at four (4) hours maximum each, two (2) night shoots and two (2) day shoots.
- (ii) First aid and C.P.R. Refresher Training as required by existing state laws to meet the statutory requirements of eight (8) hours for First Aid Refresher and four (4) hours for C.P.R.

3. Scheduling of Overtime

In emergencies or as the needs of the service require, communications officers may be required to perform overtime work. All such communications officers shall be given as much advance notice as possible of overtime work opportunities. Scheduled overtime shall be distributed to all communications officers on an equitable and fair basis. Said assignments shall be made by the Chief on a fair basis rotating said assignment throughout the complement of regular communications officers so that at no time will it require that the less senior communications officers of the force be required to be assigned more than senior communications officers. All communications officers shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any communications officer who declines to work overtime on a voluntary basis.

All said scheduled overtime work shall be equitably distributed among all such communications officers.

4. Methods of Compensation for Overtime Service

Effective July 1, 1995, a communications officer who performs overtime service in addition to his/her regular weekly compensation, shall be paid time and one-half his/her straight-time hourly rate for each hour of overtime service, or fraction thereof; the straight-time hourly rate shall be computed as one-fortieth of a communications officer's regular weekly compensation.

Communications officers shall not be required to accept compensatory time off in lieu of monetary compensation for overtime service.

Pay for overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or working vacation) and shall be remitted to communications officers within seven (7) days after the end of the week in which such overtime service is performed.

5. Differential Pay

The communications officers will receive \$4.50 per shift for the 4 p.m. to 12 midnight shift and \$4.75 per shift for the 12 midnight to 8 a.m. shift payable to scheduled employee.

6. Uniform Allowance

The communications officers shall receive for and during each fiscal year a clothing allowance of Five Hundred Twenty-five Dollars (\$525).

7. Specialty Allowance

(a) The following specialty positions may be created by the Chief of Police in the Southborough Police Department:

- (i) Systems Administrator
- (ii) Statistical Records Custodian
- (iii) Fingerprints & Photo Recorder

(b) Any member so designated by the Chief of Police shall receive a weekly bonus of Thirty Dollars (\$30.00) effective July 1, 1998. This compensation shall remain as long as this individual remains designated as one of the specialty positions.

(c) An individual may be designated to more than one such position; however he/she may not receive more than one additional specialty bonus under this agreement.



ARTICLE 26  
APPOINTMENT OF ACTING POSITION

If necessary, when any town employee is absent for more than two (2) weeks, excluding vacation periods, the Board of Selectmen, Department Head, or the appropriate commissioners may appoint an employee covered under this contract as an "Acting Position." These "Acting" employees shall be compensated at an additional rate of 10% per week for the coverage of such vacant position. While on "Acting" status, which should be no longer that (3) months, an employee shall still be eligible for overtime pay when fulfilling regular duties and the new duties from covering the absent employee.

ARTICLE 27

WAIVER

The Town and the Union agree that for the life of the contract, all pertinent subjects have been discussed and negotiated as delineated in this collective bargaining agreement. Each voluntarily agrees that there is no obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; however, this shall not be construed to negate the Town's obligation to bargain on other matters to the extent required by MGL Chapter 150E.

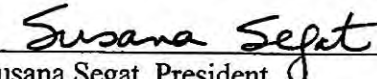
ARTICLE 28  
DURATION

This Agreement shall take effect as of July 1, 2007, unless otherwise provided for, and shall continue in full force and effect up to and including June 30, 2010, and shall terminate on June 30, 2010. The Agreement shall be automatically renewed, however, from year to year thereafter, unless at least ninety (90) days prior to July 1, 2010, either party notifies the other in writing of its desire to change, amend or terminate this Agreement.

TOWN OF SOUTHBOROUGH  
By its Board of Selectmen

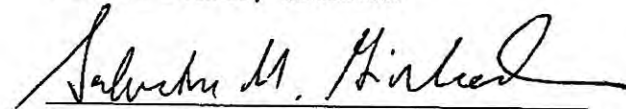
SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 888

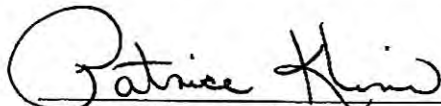
  
Bonnie Phaneuf, ~~Chair~~

  
Susana Segat, President  
Local 888, SEIU

Date: 5/19/08

  
William Boland, Chairman

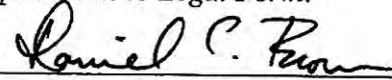
  
Salvatore Giorlandino

  
Patrice Kline, President  
Southborough Chapter, Local 888

Date: 6/2/08

Date: 5/22/08

Approved as to Legal Form:

  
Town Labor Counsel

Date: 5/26/08

***APPENDIX A***  
**EVALUATION**

1. All employees covered by this agreement will be evaluated annually at least thirty (30) days prior to their anniversary date of employments by their Department Head. This form should be signed by both the Department Head and the employee.
2. All employees shall meet with their Supervisor to discuss the evaluation and recommendation. The results of this meeting to be reduced in writing and placed in the personnel file.
3. A copy of the completed evaluation shall be forwarded to the Town Administrator for the Board of Selectmen, who will place all such evaluations in the employee's personnel file. The original is to be filed in the department's files.
4. **Reserved for future use.**
5. The Town Administrator, through the Selectmen, will be responsible for ensuring that this provision of the Agreement is implemented as required.

Side Agreement between the Town of Southborough and SEIU Local 888

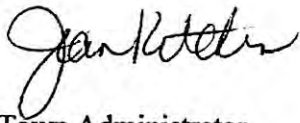
A. July 1, 2008—Plan Design Change: Office/emergency \$15/\$75

Prescription \$10/\$20/\$35

Hospitalization \$ 250/ \$150

B. The Town will convert from weekly to a biweekly payroll after July 1, 2008.

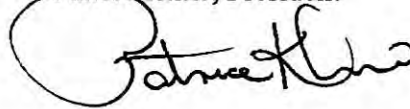
Jean Kitchen



Town Administrator

Date: 6/2/08

Patrice Kline, President



Southborough Chapter, Local 888

Date: 6.2.08