

Selectmen's Meeting Minutes 7/26/10

Board of Selectmen Meeting Minutes 7/26/10

The Board of Selectmen met this evening at the Easton Town Offices, Selectmen's Office, 136 Elm Street, with Chair Colleen Corona presiding.

Members present: Colleen Corona, John Haederle, Irwin Cohen, Ellen Barlow, Sean Noonan and Town Administrator David Colton

Corona called the meeting to order at 7:00pm.

Introduction of Community Housing Planner

Community Housing Planner Timothy Harrigan was present. Harrigan introduced himself to the Board. He has worked in various capacities on community housing initiatives including non profits. He is familiar with various affordable housing programs and is looking forward to addressing the needs of the community.

Colton gave a brief synopsis of what Harrigan will be doing; he is already up and running. The job is a part time position and is funded by CPA funding as well as affordable housing funds. He will be implementing the Affordable Housing Trust's Action Plan which was adopted this past year after a public process and a workshop.

Corona noted the grants available for people having difficulty staying in their homes. Colton agreed with the importance of keeping people in their homes. Harrigan will be working closely with the Affordable Housing Trust and the Fair and Affordable Housing Partnership.

Barlow noted that Harrigan's office will be a resource for people who will want to purchase affordable housing. He will connect people with other agencies, not just the ones affiliated with the Town of Easton. Colton noted his office is located in the Planning and Community Development Office. The new Planner Director starts on Wednesday July 28th. We will be coordinating further.

The Board thanked Harrigan for coming in and wished him well.

Corona noted that this meeting is televised.

Common Victualler application – Pepperoni's Easton LLC dba Piezonis Pizza – 25 Roberts Drive Unit C-8, Easton, MA

Applicant Joe Ferreira was present and stated his plans for takeout and deliveries; pizza, sandwiches, pastas and salads.

Corona motioned to approve the common victualler license with conditions. **Noonan seconded** the motion.

* final inspections by Inspectional Services, Board of Health and Fire Departments* a certificate of use and occupancy is needed by Inspectional Services prior to opening

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- * all inspections related to applicable building permits must be performed by the Inspectional Services Department
- * Board of Health permits will not be issued until a final inspection by the Health Agent
- * a fire suppression system will have to be installed over the fryer/griddle/burner area
- * the fire suppression system will have to be connected to the building's existing fire alarm system to sound an alarm and notify the fire Department if the suppression system is activated
- * Proper permits will have to be obtained from the Fire Department for the fire suppression system and connection to the existing fire alarm system
- * a certificate of Good Standing is required by the Secretary of State's Office

Cohen asked for clarification of the location. Ferreira referenced the former Quizno's location in the Hannaford's Plaza.

The Board **voted unanimously** to approve the common victualler license subject to the conditions as listed above.

Review of Draft Cemetery Rules and Regulations

See the attached draft Cemetery Rules and Regulations. Melanie Deware, Clerk of the Cemetery Commission was present. Deware noted that the commission is close to the final process of finalizing regulations. Throughout the process of transferring ownership of the Pine Grove Cemetery, the commission became aware that we need to have rules and regulations. Deware noted that these are proposed as regulations therefore town meeting approval would not be required.

Corona asked about the liner required for each burial container and commented that she thought that there is a trend away from this concept. Deware noted that they now have environmentally friendly liners. She looked at many different rules and regulations of other communities. Deware noted the toxicity of the chemicals are greatly reduced compared to what was done in the past.

Barlow asked cremations and scattering of remains and specifically asked if you can just do this in your backyard or the ocean. Deware noted that the ashes are very toxic and it is not advised. Deware noted that a lot of people bury the urns. Deware suggested that the proposed fees as listed on the fee schedule are a great bargain compared to what cemeteries in Easton are charging. Cohen agreed that these prices are bargains.

Corona asked if you buy a plot are you locked into these burial prices. Deware confirmed yes but you cannot hold on to the lots for a long period of time.

Barlow asked who will be in charge of raising the fees or reconsidering these before they become effective. Deware noted it would be the Cemetery Commission or the DPW that would suggest a change. Barlow suggested the importance of adopting reasonable fees. Deware noted that these are just proposed fees; the Board can propose something else.

Corona asked when the lots will be available. Deware explained that when the survey is done of the Pine Grove Cemetery we would then be able to sell the lots; this will take a while.

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Corona suggested the fee issue should be researched further. Corona suggested that we put this back on the agenda in a month or two and Corona will get some information on the liner vault vs. liner non vault in the meantime.

Corona thanked Deware for her hard work on this issue.

Contract with Melanson Heath & Company, PC – Annual Audit

Town Accountant Wendy Nightingale was present. See the draft contract and the engagement letter submitted by Melanson Heath. She noted that the price is the same as last year.

Corona asked when the last time we went out to bid. Nightingale noted that in the interest of time, we would like to approve a one year contract and the Audit Committee supports this. After this year, we would get price proposals for a three year contract.

Barlow asked if the Board receives a copy of the audit each year. Nightingale confirmed yes.

Corona spoke of the Municipal Partnership Act and asked if we have heard anything from Bristol County. Nightingale noted they are looking at revamping their actual evaluation and they will make a determination after that. She didn't get the impression that they are looking to extend the funding out.

Voted: (Haederle/Barlow) voted unanimously to approve the contract with Melanson Heath

Contracts with MHQ Municipal Vehicles – police cruisers (3)

Colton noted the funding for the three cruisers approved at the Annual Town Meeting.

One contract is in the amount not to exceed \$28,755

One contract is in the amount not to exceed \$28,950

One contract is in the amount not to exceed \$31,735

Voted: (Haederle/Barlow) to approve the contracts as requested

One day liquor license requests

Stonehill College has requested the following one day licenses:

An all alcohol license for a wedding reception at Alumni Hall on August 14, 2010 from 3pm – 9pm

A beer and wine license for the Young Alumni Recruiting Reception at Donahue Hall on September 9, 2010 from 6pm to 9:30pm

An all alcohol license for the Young Alumni Trivia Night at Alumni Hall on November 10, 2010 from 6:30pm to 11pm

Easton Police Department details are not required for any of these events.

Voted: (Cohen/Barlow) voted unanimously to approve the one day licenses as requested

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Agreement with BC Shovel Works LLC – Wastewater Treatment Plant

See the attached proposed agreement. Colton explained the agreement. The Town will be designing and constructing the treatment plant on the Shovel Works site. Colton wants to be sure that the location is determined and it will not change.

Corona noted that we have had ongoing meetings concerning the wastewater treatment plant with the engineers.

Barlow questioned the size of the treatment plant and asked if it could be expanded beyond 50,000 gallons per day. Colton noted that we have proposed 50,000 gallon per day; if we propose something more, it would have to be a different set up with permitting.

Cohen motioned to approve the agreement. **Haederle seconded the motion.**

Barlow asked if we found another site and suddenly found ourselves in a position that we don't need this site, could we get out of this agreement or could we bargain for something else. Colton noted that he couldn't imagine finding another site that could handle this with a single treatment plant not allowing us to need this one.

The Board **voted unanimously** to approve the agreement.

Selectmen's Representative to the Human Rights Committee

Voted: (Haederle/Barlow) voted unanimously by roll call to re-appoint Corona as the Selectmen's representative to the Human Rights Committee

Cohen-Corona; Haederle-Corona; Corona-Corona; Barlow-Corona; Noonan-Barlow

Selectmen's Representative on the Northern Bristol Veteran's District

Corona explained the need to have a Selectmen's representative on the North Bristol Veteran's District. The District would have an annual meeting with the Town of Norton and would also elect a Treasurer. Noonan expressed interest in serving in this capacity.

Voted: (Barlow/Cohen) voted unanimously by roll call to appointment Noonan as the Selectmen's representative to the District

Cohen-Noonan; Haederle-Noonan; Corona-Noonan; Barlow-Noonan; Noonan-Noonan

Appointment to the Green Communities Committee

Corona referenced a volunteer form submitted by Karen Gallo of 10 Dailey Avenue, Easton requesting appointment to the Green Communities Committee.

Voted: (Cohen/Noonan) voted unanimously by roll call to appoint Gallo to the Green Communities Committee

Cohen-Gallo; Haederle-Gallo; Corona-Gallo; Barlow-Gallo; Noonan-Gallo

Ratification of Collective Bargaining Agreement – Clerical Union

Colton noted the Clerical Union voted to ratify the attached contract. This is a one year agreement through June 30, 2011. The agreement makes some changes in the management rights clause which strengthens the rights of management; deals with issue of seniority of layoffs; stronger sick leave language; upgrade to the Assessors Assistant to correct inequity in the system of the financial

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departments. The approximate cost of this upgrade is \$1,800. The proposed 2%COLA for FY11 total cost is approximately \$15,000.

Colton explained that the one year contract is because of the uncertainty of FY'12. The Town is not in a position to be offering anything for FY'12 at this point in time.

Voted: (Barlow/Noonan) voted unanimously to ratify the Clerical Union contract as proposed

Minutes

Voted: (Barlow/Noonan) voted 3-0-2 to approve general minutes dated 6/21/10; Cohen and Haederle abstained

Voted: (Cohen/Barlow) voted unanimously to approve general minutes dated 7/12/10

Voted: (Cohen/Noonan) voted unanimously to approve executive session minutes dated 7/12/10

Corona noted the next scheduled Selectmen's meeting is 8/9/10 and some of the Board members have a conflict so we are looking at cancelling this meeting and resuming on 8/23/10. The Board agreed with the change in schedule.

Authority to File

Town Administrator David Colton referenced the *draft* Authority to File relative to the Massachusetts Water Pollution Abatement Project for the Selectmen's consideration. This allows the Town Administrator to file applications and executive agreements for grants. See the attached Authority to File for details.

Voted: (Noonan/Barlow) the Board of Selectmen voted unanimously to allow the Town Administrator to sign the grant application

Town Administrator Notes

Colton announced that he will be away on vacation beginning July 31st until August 13th. He will be appointing Jeremy Gillis as acting Town Administrator during his absence.

Press notes

None

Selectmen's notes

Cohen asked about the status of the work at Long Pond Dam. Colton noted the DPW has done a great job clearing the trees the bid opening for a contractor to do the work is schedule for Thursday, July 29th. The dam work should be complete in the fall.

Public Participation

None

Voted: (Cohen/Haederle) voted unanimously to adjourn (7:40pm)

Respectfully submitted,

Mary Southworth

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Attachments:

*Agreement with BC Shovel Works LLC – Wastewater Treatment Plant
Draft Cemetery Rules and Regulations
Collective Bargaining Agreement – Clerical Union*

Documents on file in the Selectmen's Office

*Agenda Notes dated 7/26/10
Application for Common Victualler License – Piezoni's Pizza
Contract with Melanson Heath – Annual Audit
Contracts with MHQ Municipal Vehicles – Police Cruisers
Citizen application requesting appointment to the Green Communities Committee*

AGREEMENT

This Agreement ("Agreement") is made as of the ___ day of July, 2010 by and between the Town of Easton, a municipality in the Commonwealth of Massachusetts, with a principal place of business at 136 Elm Street, North Easton, Massachusetts 02356 (the "Town") and BC Shovel Works LLC, a Massachusetts limited liability company with a principal place of business at 100 High Street, 5th Floor, Boston, Massachusetts 02110 ("Beacon"). The Town and Beacon are sometimes referred to herein as the "parties."

Recitals

- A. Beacon is undertaking the redevelopment of certain property in North Easton known as the "Ames Shovel Works" (the "Property") into multi-family housing, open space, and cultural/historical facilities (the "Project").
- B. In conjunction with the Project, the Town will construct on a portion of the Property, an approximately 2,500 square foot structure that will house a wastewater treatment plant with a treatment capacity of approximately 50,000 gallons per day (the "WWTP").
- C. The WWTP will comprise a discrete new building to be located approximately as shown on the site plan attached to this Agreement as Exhibit A (the "Site Plan").
- D. The current owner of the Property ("Seller") has a draft Groundwater Discharge Permit from the Massachusetts Department of Environmental Protection ("DEP") allowing up to 36,000 gallons per day ("gpd") of discharge at the Property. The Project is expected to require wastewater treatment capacity of approximately 22,000 gpd (the "Beacon Capacity") and the parties have agreed that the Town shall have the right, in its sole discretion, to determine which properties in North Easton Village shall be served by the WWTP by reason of the additional wastewater treatment capacity in excess of the Beacon Capacity.
- E. Beacon and the Town have agreed to pursue (with the consent of the Seller) an amendment to the existing Groundwater Discharge Permit to allow up to 50,000 gpd of discharge from the WWTP provided that the Town identifies a leaching field site for the additional 14,000 gpd of discharge to be permitted by DEP through such amendment.
- F. The Town is prepared to commission, at its sole cost and expense (except as set forth herein) the necessary studies and design and engineering work required for the construction of the WWTP and related appurtenances and to construct the WWTP and such appurtenances, based in part upon certain agreements of Beacon as hereinafter set forth, and the parties wish to set forth in writing their agreement with respect to the same.

Agreement

NOW THEREFORE, for consideration of \$1.00 and the promises herein contained, the parties hereby agree as follows:

1. The recitals set forth above are incorporated herein as if fully re-stated.
2. The Town shall commission the firm of Woodard & Curran (“WC”) to commence the design and engineering work for the WWTP at the location shown on the Site Plan, together with related appurtenances, upon written notice from Beacon (which notice may be by electronic mail to the Town’s Administrator) that (i) Beacon has consulted with its historic preservation consultant regarding compliance with the United States National Park Service (“NPS”) standards with respect to the planned location of the WWTP as shown on the Site Plan, and (ii) Beacon’s historic preservation consultant has not interposed any objections to such location.
3. If at a future point in time, Beacon requires, in its sole discretion and not as a result of any permitting or zoning requirement imposed on the Project by the Town of Easton, that the location of the WWTP be changed such that the Town will incur additional costs for WC to redesign all or any portion of the WWTP and related appurtenances, then Beacon agrees to reimburse the Town for such additional costs within thirty (30) days of receiving an invoice therefor.
4. Beacon acknowledges that the Town intends to build a “Butler Building”- type WWTP structure and that any additional design and/or engineering costs incurred by the Town so that such structure may comply with NPS or other design requirements shall be the obligation of Beacon. Beacon shall reimburse the Town for such additional design and/or engineering costs within thirty (30) days of receiving an invoice therefor. Beacon acknowledges and agrees that the loan agreement between the Town and Beacon for the \$4,500,000 Town loan to Beacon for the Project shall require that Beacon be responsible for any additional construction costs incurred by the Town related to such additional design requirements.
5. If the parties mutually agree that it would be preferable for the Town to locate a WWTP (including Beacon’s Capacity) at a location not within the Property boundaries, then the parties shall negotiate in good faith to agree upon acceptable terms of a wastewater treatment agreement for Beacon’s Capacity.
6. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Each party represents and warrants to the other party that the execution and delivery of this Agreement has been duly authorized and that the person executing and delivering this Agreement on the part of such party has been so duly authorized.

[Signatures on next page]

EXHIBIT A
Site Plan
(See attached)

Executed as an instrument under seal as of the date first set forth above.


The Town of Easton

BC Shovel Works LLC

By: Beacon Communities Development LLC, its
Managing Member

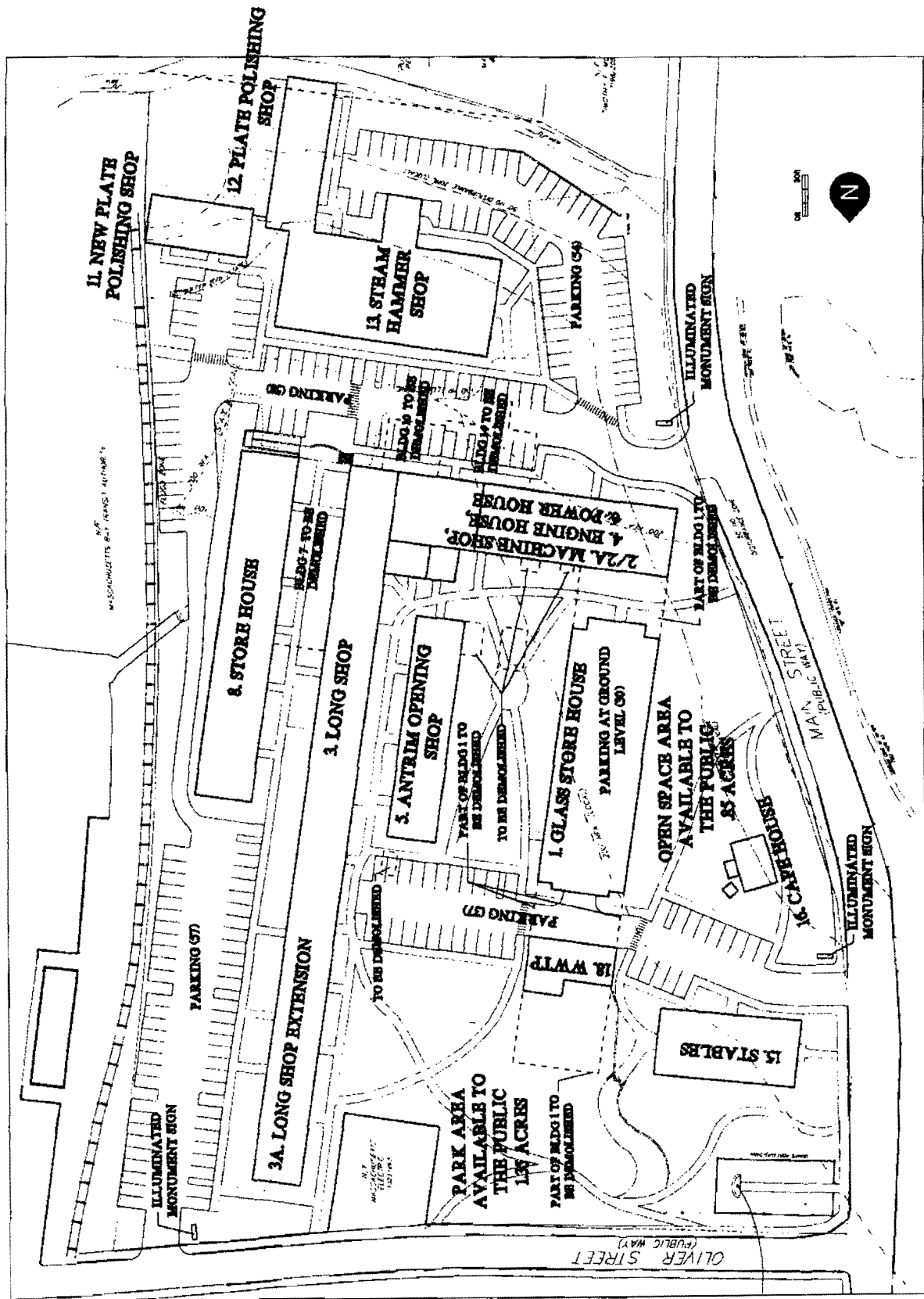
By: Beacon Communities Corp., its Manager

By: _____
Colleen Corona, Chair
Board of Selectmen

By:  _____
Howard E. Cohen
Treasurer

Attachments:

Exhibit A: Site Plan



Site Plan

CEMETERY RULES AND REGULATIONS

The Board of Selectmen, in conjunction with the Cemetery Commission, hereby adopts the following Cemetery Rules and Regulation and a schedule of Service Charges for the Town of Easton Cemeteries, consistent with Town By-laws and the laws of the Commonwealth.

I. DPW Director

The DPW Director shall have full responsibility for the cemetery grounds, buildings and equipment including operation and maintenance. He shall have full authority through his subordinates to arrange burials, removals and any other necessary arrangements in connection with the operation of the cemeteries. The DPW Director is authorized to cause the arrest and prosecution of all persons violating these rules and regulations or committing ant nuisance of any sort on the cemetery grounds.

II. Lots

Citizens of Easton who are property owners or who have established legal residence in the Town of Easton by virtue of having resided in the Town for a period of not less than six (6) months shall be entitled to purchase lots in the Town Cemeteries.

There will be a maximum of eight (8) grave lots sold to any one party.

III. Maintenance

No lot shall be seeded, graded, fertilized or mowed by anyone other than an employee of the Town unless the Easton Cemetery Commission (ECC) grants permission in writing.

No lot shall be enclosed by a wall, fence, coping, hedge, or otherwise.

No objects or plantings shall be placed more than twelve (12) inches in front of the monument, and shall not exceed its height.

Shrubs and flower beds are to be maintained by the lot owner.

Winter baskets and wreaths may be placed from November 15 through February 28. After March 1 (weather permitting), such items will be removed.

Plantings may be removed at the discretion of the ECC.

No glass vases.

IV. Burial Containers

All earth interments shall be made in an enclosed, reinforced burial container.

V. Interment

No interment shall be made until the Town Clerk has been furnished with all necessary permits required by the laws of the Commonwealth and of the city or town from which the deceased will be brought. Nor shall any body be interred in a lot for which the exclusive burial rights have been conveyed to the owner until the Town Clerk has been furnished from the owner or their legal representative with the burial permit interment authorization signed by the deed holder of the grave, or his legal designee.

No interment shall be made until all fees have been paid.

No more than one body shall be interred in the same burial vault without the written permission from the ECC.

No grave shall be opened for the interment or removal of a body by any person unless authorized by the ECC. All fees incurred will be the responsibility of the grave owner or his legal representative, and must be paid in advance of a grave opening.

VII. Transfer

Lots may not be transferred from one owner to another without the written permission of the Town Clerk. Transfers can only be made to those who meet the 6 month residency requirement.

No transfer of the exclusive burial rights for any lot from one owner to another owner shall be valid unless recorded in writing, proper notification made to the Town Clerk, and the fee for the transfer has been paid.

VIII. Monuments

The word "monument" shall include any memorial, stone or other material, head stone, or other structure intended to commemorate the dead.

Monuments shall be limited to one (1) per lot. Markers for individual graves shall be flush with the grass.

No monument foundation shall be installed except under the supervision of the ECC.

No existing monuments or markers shall be removed from any lot by anyone except a designee of the ECC.

The right is reserved to reset markers or boundary markers on existing lots which interfere with the mowing of the lots or other normal cemetery activity.

VIX. General Regulations

All vehicles shall remain on roadways within cemeteries. No vehicle shall be driven faster than ten miles per hour. Persons driving in the cemetery shall be held responsible for all damages done by any vehicle in their charge.

No refreshments or any other items shall be sold on the grounds of the cemetery.

Writing on or otherwise defacing any monument, fence, building, sign or any other structure within the cemetery grounds is prohibited.

All persons are prohibited from gathering flowers, either wild or cultivated or from breaking or otherwise injuring any tree, shrub, or plant, or annoying any wildlife within the cemetery grounds.

No motor driven recreational vehicles, skateboards, or roller blades are permitted within the grounds of the town's cemeteries.

Dogs are permitted within the grounds of cemeteries if they are leashed at all

times, and cleaned up after by their owners.

No alcohol on cemetery property.

As cemetery grounds are sacredly devoted to the interment of the dead, the practice of behavior that is proper in such a place will be expected at all times.

Cemeteries shall be open for visitation from dawn to dusk.

CEMETERY FEE SCHEDULE

SALE OF SINGLE GRAVES	\$600.00
SALE OF DOUBLE GRAVE	\$1,000.00

RIGHT OF SECOND BURIAL	\$200.00
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CASKET INTERMENTS

MONDAY – FRIDAY	\$675.00
SATURDAY (BEFORE NOON)	\$975.00
HOLIDAYS & SUNDAY (BEFORE NOON)	\$1,500.00

INTERMENT OF CREMATED REMAINS

MONDAY – FRIDAY	\$225.00
SATURDAY (BEFORE NOON)	\$350.00
HOLIDAYS & SUNDAY (BEFORE NOON)	\$500.00

FOUNDATIONS	\$125 / SQ FT.
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FLAT MARKER INSTALLATION	\$100.00
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INTERMENT INCLUDES PREPARING FOR A CEREMONY, OPENING & CLOSING OF THE GRAVE, USE OF LOWERING DEVICE, AND ARTIFICIAL GRASS.

INTERMENTS REQUIRE TWO DAYS NOTICE.

DISINTERMENT

FULL CASKET REMOVAL	\$1,200.00
URN REMOVAL	\$600.00

**** CASKET REMOVAL REQUIRES A COURT ORDER ****

**** FEES DO NOT INCLUDE VAULT REMOVAL ****

WINTER FEE (12/15 – 3/15) additional \$150.00

ANY DAMAGE INCURRED DURING DISINTERMENT IS THE RESPONSIBILITY OF THE LOT OWNER. THIS INCLUDES DAMAGE TO THE CASKET AND/OR VAULT. LOT OWNERS ARE RESPONSIBLE FOR SECURING A NEW CASKET AND/OR VAULT (IF NEEDED) BEFORE REINTERMENT CAN OCCUR.



**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF EASTON
AND
SOUTHEASTERN PUBLIC EMPLOYEES ASSOCIATION
(FY2011 Clerical Employees Negotiations)**

WHEREAS, the Collective Bargaining Agreement (the "Agreement") between the Town of Easton (the "Town") and the Southeastern Public Employees Association (the "Union") was scheduled to expire June 30, 2010;

WHEREAS, the Town and the Union have reached an Agreement for a successor agreement for the period July 1, 2010, through June 30, 2011;

NOW, THEREFORE, the Town and the Union agree the new Agreement shall consist of the prior Agreement as modified herein:

1. ARTICLE III, MANAGEMENT RIGHTS.

A. The parties agree to clarify Article III by adding the phrase "and the Town shall have retained and reserved unto itself all the powers, authority and prerogatives of municipal management of government including, but not limited to, the following" to the first paragraph. The first will, therefore, read:

The listing of the following specific rights of management in this Agreement is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the employer not listed herein, **and the Town shall have retained and reserved unto itself all the traditional powers, authority and prerogatives of municipal management of government including, but not limited to, the following:**

B. The parties further agree to clarify Section 1 by adding the phrases: "the operation and direction of the affairs of the Town", "the determination of the organization,

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number and training of employees and departments”, “the assignment and requirement of overtime”, “the granting and scheduling of leaves, including placement on administrative leave”, and “the requiring of employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing”, as follows:

Section 1. Among such management responsibilities as are vested exclusively in the employer are the following: **the operation and direction of the affairs of the Town**; the right to hire, promote, transfer, assign and retain employees in positions with the Department and to suspend, demote, discharge or take other disciplinary action against employees and against permanent (i.e., non-probationary) employees for just cause only; to lay off employees from duty because of lack of work or other legitimate reasons; to determine the method, means and personnel by which such operations are to be conducted; **the determination of the organization, number and training of employees and departments; the assignment and requirement of overtime; the granting and scheduling of leaves, including placement on administrative leave**; to direct, supervise, and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation; **the requiring of employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing**; and to take whatever action may be necessary to carry out the work of the Town in situations of emergency.

C. The parties also agree to clarify Section 2 by adding the phrase “the determination of the level of services to be provided”, and by replacing the term “employer” with “Town”. Section 2 will, therefore, read as follows:

Section 2. The ~~employer~~ **Town** shall have the freedom of action to discharge its responsibility for the successful operation of the Town of Easton, including the scheduling of operations; **the determination of the level of services to be provided**; the methods and materials used in carrying out the functions of the Town and the extent to which its own or other facilities and/or personnel shall be used.

D. The parties agree to correct the typographical in Section 3 by replacing the term “plan” with “Article” as follows:

Section 3. Nothing in this ~~plan~~ **Article** shall be construed to conflict with the General Laws of Massachusetts.

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E. The parties further agree to clarify Section 5 by replacing the term “employer” with “Town” as follows:

Section 5. The ~~employer~~ **Town** shall not be deemed to be limited in any way by this Agreement in the performance of regular and consistent functions of management and reserves the right to issue reasonable rules and regulations governing the conduct of Town employees.

2. **ARTICLE IV, GRIEVANCE PROCEDURE.** The parties agree to clarify Section 1 of Article IV by deleting the term “may” as follows: “A grievance is defined as a dispute, which ~~may~~ arises over the application, meaning or interpretation of specific express provision(s) of this Agreement.”

3. **ARTICLE VII – SENIORITY.** The parties agree to amend Section 6 by adding a new sentence, as follows:

Section 6. Employees affected by reduction in force shall have the option of either being laid off or bumping the least senior employee in the same or any lower classification. **When a layoff in two or more classifications is scheduled to be implemented at the same time, the employee with the highest seniority will have the first opportunity to exercise her lay off or bumping rights. Bumping rights under this Article shall only apply when an employee’s hours are scheduled to be reduced by seven (7) or more hours per week.**

4. **ARTICLE VIII, JOB POSTING AND BIDDING.**

A. The parties agree to amend Section 1 of Article VIII by adding the following sentence to the end of the Section: “If the Town decides not to hire a bargaining unit applicant, it will notify the applicant in writing in a timely manner.”

B. The parties further agree to amend Section 2 of Article VIII by reducing the amount of time in the trial period from 90 days to 30 days, as follows:

Section 2. The successful applicant shall be given a ~~ninety (90)~~ **thirty (30)** day trial period in the new position at a rate of pay for that position. If at any time during the trial period it is determined that the employee is not qualified to perform the work, the employee shall be returned to his or her former position and rate. The new outside employee shall be discharged.

D R A F T

5. **ARTICLE IX, HOURS OF WORK.** The parties agree to amend Article IX by adding a new section, Section 6, as follows:

Section 6. Notwithstanding any provision to the contrary, the Town may implement a 4-day work week for Town Hall employees after June 30, 2011, if the Town Hall's official hours are changed.

6. **ARTICLE XIII, SICK LEAVE.** The parties agree to amend the last sentence of Section 4 of Article XIII by adding the phrase "or at anytime the department head determines that the pattern of sick time use warrants such a certification." This sentence will then read: "A physician's certificate may be required by the Department Head for absence over three consecutive working days **or at anytime the Department Head determines that the pattern of sick time use warrants such a certification.**"

7. **ARTICLE XV, CLASSIFICATION PLAN AND PAY RATES.** The parties agree to amend the Article to provide for direct deposit by inserting the following language in Section 7: "Effective July 1, 2010, all employees shall be required to have their paychecks directly deposited to a banking institution of their choosing."

8. **ARTICLE XVII, TEMPERATURE CLAUSE.** The parties agree to amend the Agreement by deleting this Article in its entirety.

9. **ARTICLE XXV, PART-TIME EMPLOYEES.**

A. The parties agree to amend the title of Article XXV to "Part-Time and Temporary Employees."

B. The parties further agree to amend Article XXV by adding a new section, Section 4, as follows:

Section 4. The Town may use temporary employees, provided that a temporary employee shall be defined as an employee who is employed for 180 (or fewer) consecutive calendar days. In the event the Town continues to employ a temporary employee to perform clerical work for the Town after 180 consecutive calendar days, the temporary employee shall become a member of the bargaining unit and shall be covered by the terms of this Agreement.

D R A F T

10. **ARTICLE XXVII, MISCELLANEOUS PROVISIONS.** The parties agree to amend the Article by adding the following provision as a new section, Section 11:

Section 11. The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

11. **APPENDIX A, CLASSIFICATION PLAN.** The Town agrees to create the title of Assessor's Assistant, which will be a Grade 8 position on the Classification Plan in Addendum A.

12. **APPENDIX B, WAGE SCALE.** The parties agree to increase the base wages by 2% effective July 1, 2010.

13. **HOUSKEEPING ITEMS.**

A. The parties agree to correct the reference, in Article IV, from "Massachusetts Board of Conciliation and Arbitration" to "Division of Labor Relations."

B. The parties agree to correct the change the reference to "Section F" in Section 3 of Article VII to "Section 6."

C. The parties agree to clarify Article XV by deleting outdated language in Section 1 (i.e., the last sentence of the first paragraph and the second paragraph) and by updating the dates in the second paragraph to reflect the change to Appendix B noted above in item 12.

D. The parties agree to replace Section 1. B. of Article XXI with the following, as set forth in the April 16, 2009, Memorandum of Agreement between the parties:

Premium contribution rates for the PPO plan offered by the Town will be adjusted, effective July 1, 2009, to provide the Town with actual cost equivalency to the HMO plan offered by the Town, and be reset each July 1st to maintain that equivalency.

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E. The parties agree to delete Section 3 in Article XXI as it no longer is applicable.

F. The parties agree to replace “Association” with “Union” through the Agreement, as appropriate, consistent with the Preamble which states the Southeastern Public Employees Association will be “hereinafter referred to as the ‘Union’”.

THIS AGREEMENT is subject to ratification by the Board of Selectmen of the Town of Easton and the Southeastern Public Employees Association’s membership, and cost items are subject to appropriation by Town Meeting.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Easton and the Southeastern Public Employees Association.

TOWN OF EASTON

SOUTHEASTERN PUBLIC EMPLOYEES
ASSOCIATION

By: _____
David A. Colton
Town Administrator

By: _____
Tod Cochran, Esq.

By: _____
Marc L. Terry, Esq.
Labor Counsel

By: _____

Dated: _____

Dated: _____

DRAFT

RATIFIED:
TOWN OF EASTON

RATIFIED:
SOUTHEASTERN PUBLIC EMPLOYEES
ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Dated: _____

Dated: _____