



AGENDA – DECEMBER 21, 2010

INVOCATION ROLL CALL RECORDS

HEARING: On the petition submitted by Sam Schofield, Douglas A. King Builders, 115 Main Street, Suite 1D, North Easton and others for the acceptance of Paul Revere Terrace and Colonial Drive as a public ways in the City of Taunton.

- Com. from Chairman, Taunton Planning Board – Submitting a positive recommendation
- Map of Paul Revere Terrace
- Map of Colonial Drive

COMMUNICATIONS FROM THE MAYOR

- Com. from Mayor – MIIA appointment nomination

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1-2 Com. from Water Supervisor – Requesting to pay a prior year bill
- Pg. 3 Com. from Assistant Director of Retirement – Notifying of a retirement
- Pg. 4 Com. from Assistant Director of Retirement – Notifying of a retirement
- Pg. 5 Com. from Chairman, Taunton Planning Board – Notifying of a public Hearing
- Pg. 6-27 Com. from Budget Director – Submitting the COTMA contract and costs
- Pg. 28-62 Com. from Budget Director – Submitting the 1391 Contract Award Estimated Costs and contract
- Pg. 63 Com. from Fire Chief – Responding to request on 15-17 Winthrop St.
- Pg. 64-66 Com. from Fire Chief – Requesting a transfer of funds
- Pg. 67 Com. from Safety Officer – Access road on Fremont Street
- Pg. 68 Com. from Police Chief – Providing an update on 272 Winthrop St.

PETITIONS

The following are RENEWALS for Class II Licenses:

1. Corrao Motor Cars, Inc.

Temporary Fixed Vendor's License

Petition submitted by Patricia Barrett requesting a **RENEWAL** of her Temporary Fixed Vendor's License –DBA- Arthur's Flower Shop located at 16 Washington St., Taunton to sell flowers.

COMMITTEE REPORTS

UNFINISHED BUSINESS

- **Executive Session** – Meet to discuss the Star Theater litigation and an update on Operation Cleanup

ORDERS, ORDINANCES AND ENROLLED BILLS

Ordered that,

At a regular meeting of the Municipal Council held on December 14, 2010 a motion was made for the Municipal Council to approve and adopt M.G.L. c. 138 §12 licensees to sell alcoholic beverages at 10 a.m. on Sundays. This law amends M.G.L. c 138 §33B by allowing each city or town to “opt into” the new law giving their LLA discretion to grant an additional one (1) hour of sale of alcoholic beverages on Sundays, now starting at 10 a.m. to any or all of the §12 licensee in their community.

Ordered, That thanks of the Municipal Council be hereby extended to Mayor Charles Crowley for the courteous and impartial manner in which he presided over the meetings of the Municipal Council over the past year.

Ordered, That thanks of the Municipal Council be hereby extended to Deborah Carr, Council President for the impartial manner in which she presided over the meetings of the Municipal Council during the past year.

NEW BUSINESS

Respectfully submitted,



Rose Marie Blackwell
City Clerk



Denise J. Paiva, Secretary

TAUNTON PLANNING BOARD

**City Hall
15 Summer Street
Taunton, Massachusetts 02780**

Phone 508-821-1051
Fax 508-821-1043

July 23, 2010

Honorable Mayor Charles Crowley and
Members of the Municipal Council
City Hall, 15 Summer Street
Taunton, MA 02780

c/o Rose Marie Blackwell, City Clerk

STREET ACCEPTANCE – PAUL REVERE TERRACE & COLONIAL DRIVE

Dear Mayor Crowley and Members of the Municipal Council:

Please be advised that at the regularly scheduled meeting held on July 22, 2010 the Taunton Planning Board, on the recommendation of the City Engineer, voted to forward a positive recommendation to the Municipal Council to accept Paul Revere Terrance and Colonial Drive as public ways in the City of Taunton.

Please contact this office should you have any questions regarding this matter.

Respectfully yours,

Daniel P. Dermody, Chairman
Taunton Planning Board

DPD/djp

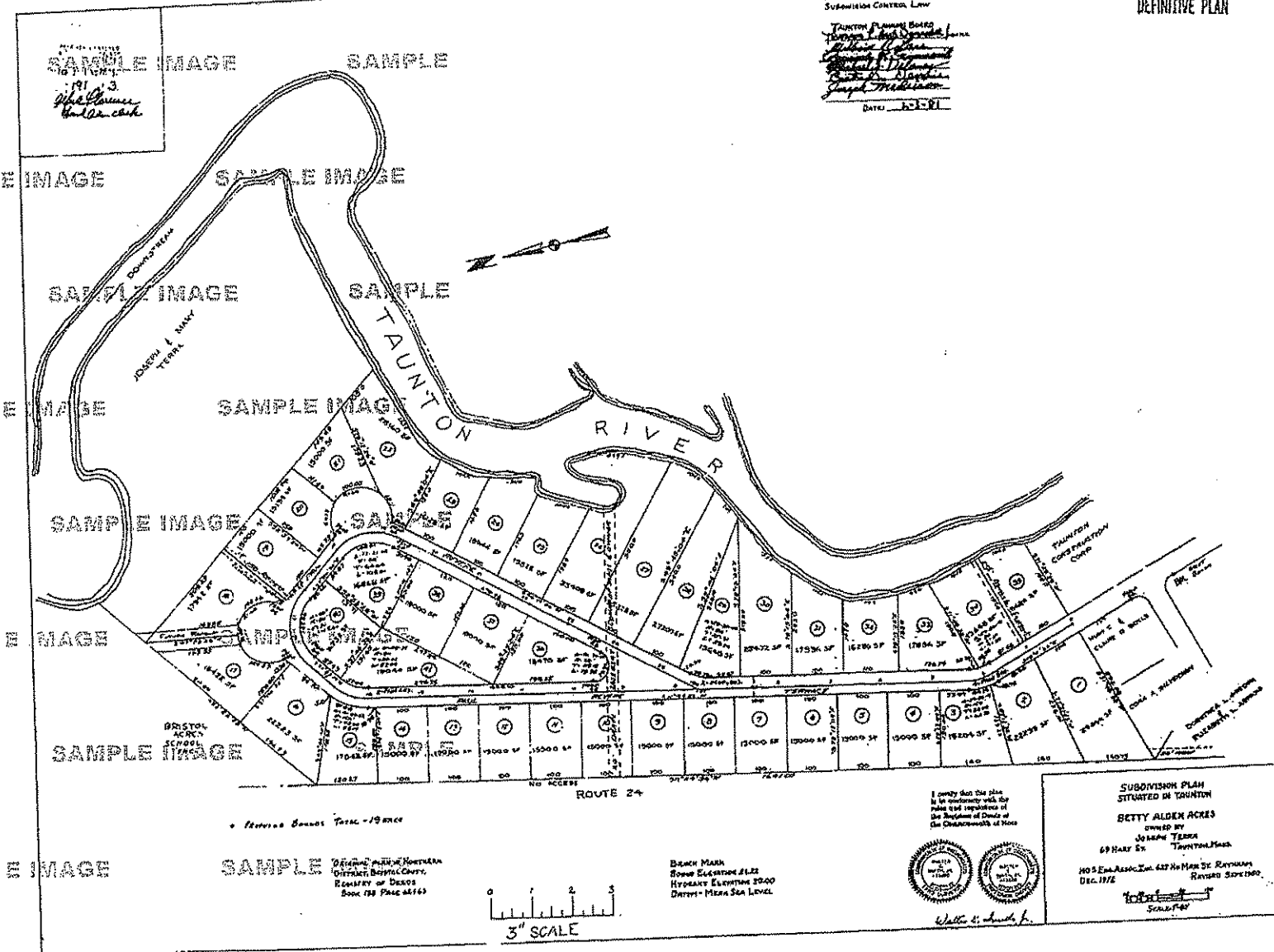
1923

SHEET 1 OF 2 SHEETS

APPROVAL GRANTED UNDER THE
SUBDIVISION CONTROL LAW

DEFINITIVE PLAN

TOWN OF TAUNTON BOARD
OF PUBLIC AFFAIRS
[Signatures]
DATE: 12-19-21



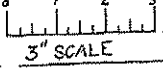
• Revised Bound Total - 192100

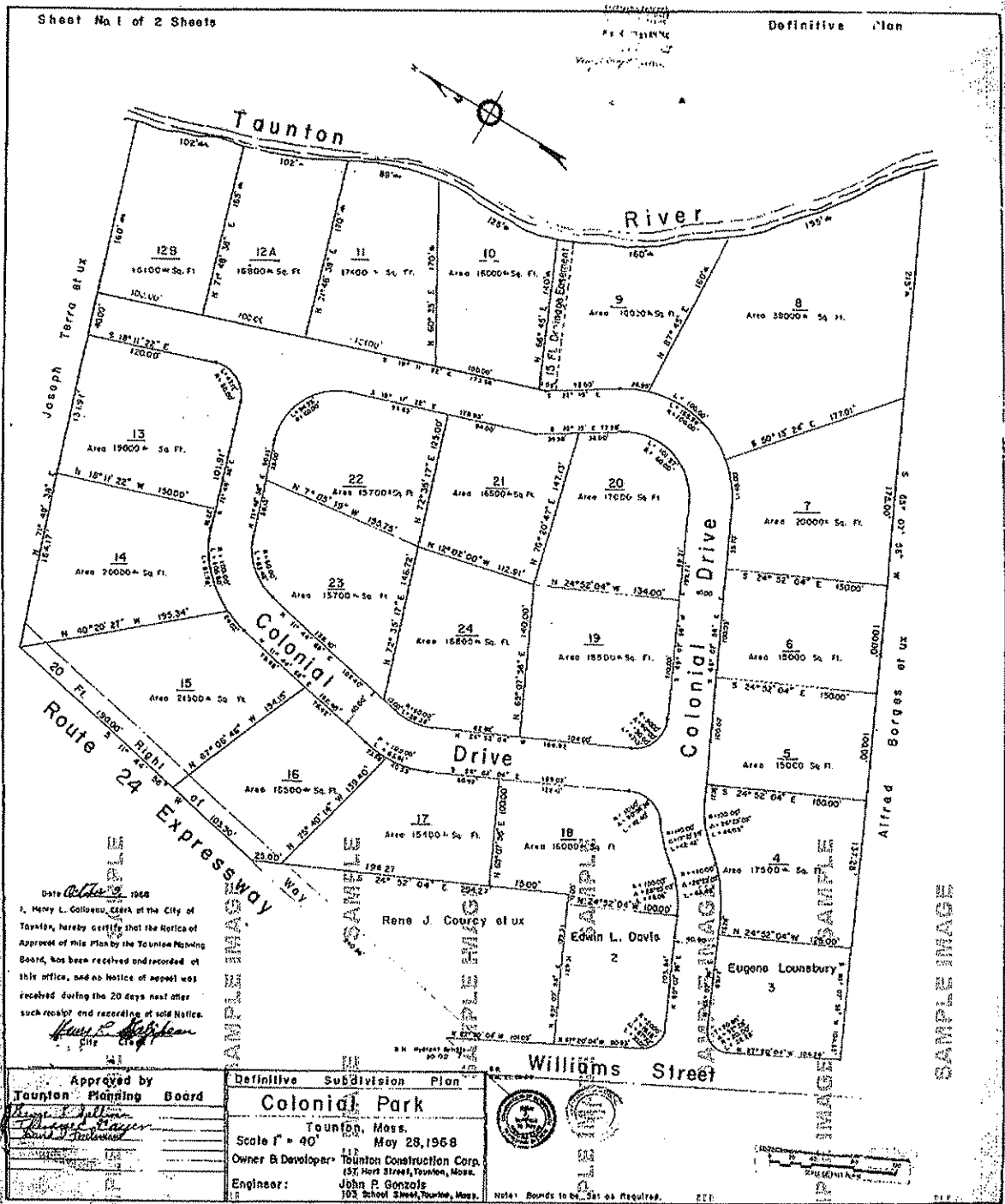
I certify that the plan is in conformity with the rules and regulations of the Department of State of the Commonwealth of Mass.

SUBDIVISION PLAN
SITUATED IN TAUNTON
BETTY ALDEN ACRES
OWNED BY
JOSEPH TERRELL
69 HAY ST. TAUNTON, MASS.
NO. 5288 Assoc. En. 627 No. 104 St. Raymond
DEC. 1922
Revised 5/21/23
Scale 1" = 40'

DEPARTMENT OF STATE
OFFICE OF THE REGISTRAR
RECORDS OF DEEDS
BOOK 158 PAGE 45743

BLACK MARK
ROCK ELEVATION 412
HYDRAULIC ELEVATION 2000
DIFFERS - PLAIN SEA LEVEL





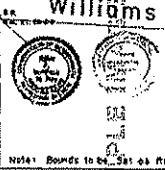
Sheet No 1 of 2 Sheets

Definitive Plan

Date May 19, 1968
 I, Henry L. Collovou, Clerk of the City of Taunton, hereby certify that the Notice of Approval of this Plan by the Taunton Planning Board, has been received and recorded at this office, and no notice of appeal was received during the 20 days next after such receipt and recording of said Notice.
Henry L. Collovou
 Clerk

Approved by
 Taunton Planning Board
[Signature]
 [Signature]

Definitive Subdivision Plan
Colonial Park
 Taunton, Mass.
 Scale 1" = 40'
 May 28, 1968
 Owner & Developer
 Taunton Construction Corp.
 137, Hart Street, Taunton, Mass.
 Engineer:
 John P. Gonzales
 102 School Street, Taunton, Mass.



Williams Street
 Alfred Borges St
 Eugene Lounsbury
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 Rene J. Courcy of ux
 Edwin L. Davis
 2
 Note: Bonds to be set as Required.

SAMPLE IMAGE

COMMUNICATION FROM THE MAYOR

City of Taunton
Office of the Mayor

Charles Crowley
Mayor

Gill E. Enos
Assistant to the Mayor

Todd Castro
Assistant to the Mayor



15 Summer Street
Taunton, MA 02780
Tel. (508) 821-1000
Fax, (508) 821-1005

December 7, 2010

Ann G. Ludlow, Manager
Health Benefits Trust

Dear Ms Ludlow,

I am writing to you as a follow-up of our request on behalf of the citizens of Taunton to have a representative from the City of Taunton on the MIIA Health Benefits Trust Board. As I understand, the MIIA Trust Agreement that was originally signed by my predecessor former Mayor Robert G. Nunes contains language in Section 2.03 that spells out the process by which a member is selected to serve on the MIIA Health Benefits Trust Board.

In light of the fact that the City of Taunton is one of the largest communities enrolled in the MIIA program, I feel it is important to have a representative from our community serving on that board.

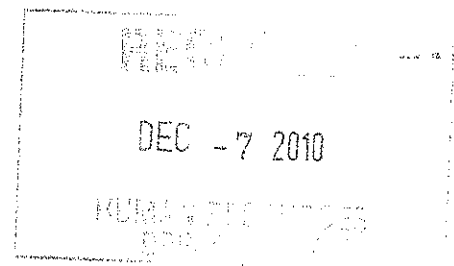
Therefore, I would like to place in nomination the name of Maria Gomes who is the Human Resource Director for the City of Taunton.

Please let me know if there is any additional paperwork or information that is needed to make this nomination more complete.

Thank you in advance for your anticipated cooperation on this matter.

Respectfully,


Charles Crowley
Mayor





CITY OF TAUNTON
DEPARTMENT OF PUBLIC WORKS
WATER DIVISION
90 INGELL STREET
TAUNTON, MASSACHUSETTS 02780
Phone: (508) 821-1045 / Fax: (508) 821-1059

November 23, 2010

Honorable Mayor Charles Crowley
Members of the City Council
City Hall, 15 Summer St
Taunton, MA. 02780

Dear Mayor Crowley and Members of the Municipal Council,

I respectfully request to pay a prior year bill in the amount of \$38.80 to Verizon.
Please contact my office with any questions, or for any additional information.

Sincerely,

Cathal O'Brien
Supervisor of Water
Taunton DPW

cc: Fredric J. Cornaglia, DPW Commissioner



Billing Date: 07/08/10 Page 1 of 3
 Telephone Number: 508 611 1596
 Account: 508 611 1596 603 006 3
 How to Reach Us: See page 2

2.

CITY OF TAUN WATR DPT
 CITY HALL
 TAUNTON MA 02780

Account Summary

Previous Charges	\$77.60
Payments and Adjustments	-77.60
Past Due Charges	\$.00
New Charges	
Verizon (page 3)	\$38.80
Total New Charges Due August 9	\$38.80
Total Due	\$38.80

These monthly charges are for your service from June 9 to July 8.

Pauline Stewart
10/26/10

Mail payments to:
 Verizon, PO Box 1100, Albany NY 12250-0001

Change of address?
 Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.



Yes! I want to be a Literacy Champion.
 Sign me up for a \$1 monthly donation
 to Verizon Reads.

Account: 508 611 1596 603 006 3

New Charges Due: 08/09/10

Total Due \$38.80

070810

Amount Paid:

\$

00004747 01 SP 0.440 01006194 0023 XX
 CITY OF TAUN WATR DPT 90B
 CITY HALL
 TAUNTON MA 02780



VERIZON
 PO Box 1100
 ALBANY NY 12250-0001



020050861115966030062101 1023900000000000000000000388001



CITY OF TAUNTON
Contributory Retirement System
40 Dean Street, Unit 3
Taunton, Massachusetts 02780
www.tauntonretirement.com
(508) 821-1052
Fax (508) 821-1063

3

**BOARD OF
RETIREMENT**

CHAIRMAN
Ann Marie Hebert

Peter H. Corr
Richard T. Avila
Gill E. Enos
A. Joan Ventura

**EXECUTIVE
DIRECTOR**
Paul J. Slivinski

**ASSISTANT
DIRECTOR**
Kathy A. Maki

December 14, 2010

Hon. Charles Crowley, Mayor and Taunton Municipal Council
Maxham School
Oak Street
Taunton, MA 02780

Dear Mayor Crowley and Councilors:

Please be advised of the retirement for Superannuation of Francis P. Duarte, an employee of the Fire Dept. on January 8, 2011 under the provisions set forth in Section #5 of Chapter 32 of the General Laws of Massachusetts.

Please pay accumulated benefits up to the date of retirement.

If you have any questions, please feel free to contact our office.

Respectfully yours,

Kathy Maki
Assistant Director

cc: F. Duarte
T. Bradshaw, Fire Chief
J. Ross, Treasurer
A. Hebert, Auditor
M. Gomes, Human Resources
R. Blackwell, City Clerk
file



CITY OF TAUNTON
Contributory Retirement System

40 Dean Street, Unit 3
Taunton, Massachusetts 02780
www.tauntonretirement.com
(508) 821-1052
Fax (508) 821-1063

4.

**BOARD OF
RETIREMENT**

CHAIRMAN
Ann Marie Hebert

Peter H. Corr
Richard T. Avila
Gill E. Enos
A. Joan Ventura

**EXECUTIVE
DIRECTOR**
Paul J. Slivinski

**ASSISTANT
DIRECTOR**
Kathy A. Maki

December 8, 2010

Hon. Charles Crowley, Mayor and Taunton Municipal Council
Maxham School
Oak Street
Taunton, MA 02780

Dear Mayor Crowley and Councilors:

Please be advised of the retirement for Superannuation of Edward S. Pearson, an employee of the Police Dept. on December 18, 2010 under the provisions set forth in Section #5 of Chapter 32 of the General Laws of Massachusetts.

Please pay accumulated benefits up to the date of retirement.

If you have any questions, please feel free to contact our office.

Respectfully yours,


Kathy Maki
Assistant Director

cc: E. Pearson
E. Walsh, Police Chief
J. Ross, Treasurer
A. Hebert, Auditor
M. Gomes, Human Resources
R. Blackwell, City Clerk
file



TAUNTON PLANNING BOARD

City Hall
15 Summer Street
Taunton, Massachusetts 02780

5.

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1043

December 10, 2010

Honorable Charles Crowley, Mayor
Members of the Municipal Council
141 Oak St., Maxham School
Taunton, Ma. 02780

C/O Rose Marie Blackwell, City Clerk

RE: Form J Plan – 32 & 34 Green St. – Waive of Frontage Requirements

Dear Mayor Crowley and Members of the Municipal Council:

Please be advised the Taunton Planning Board is in receipt of a Form J Plan for property located at 32 & 34 Green Street for the re-configuration of two lots – Waiver of Frontage Requirements (ZBA Case # 3038) submitted by John J & Anne Haggerty, 32 Green St., Taunton, Ma. .

The Taunton Planning Board has scheduled a public hearing on this proposal for **Thursday, January 6, 2011 at 5:30 PM.** at the Taunton Public Library Auditorium, 12 Pleasant St., Taunton, Ma.

Respectfully,

Daniel P. Dermody, Chairman
Taunton Planning Board

DPD/djp

COTMA

CONTRACT COSTS

December 1, 2010 through June 29, 2011(4% ½ yr)	\$108,906.30
Professional Incentive Increase 6/29/11	\$ 29,400.00
July 1, 2011-June 30, 2012 (2%)	<u>\$238,544.60</u>
	\$376,850.90

7

**PROPOSED
MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF TAUNTON MANAGEMENT ASSOCIATION
AND THE
CITY OF TAUNTON
STATUS OF ALL ISSUES
AS OF
NOVEMBER 1, 2010**

Having bargained collectively for the terms of a successor to their July 1, 2005 – June 30, 2008 collective bargaining agreement, the City of Taunton ("City") and the City of Taunton Management Association ("COTMA") hereby mutually agree to extend the terms of that agreement with the following modifications. The parties further agree that the terms of this Memorandum of Agreement are subject to the ratification of COTMA's membership and that the cost items of this Memorandum of Agreement shall be submitted by the Mayor to the Municipal Council and recommended for ratification consistent with the City's obligations pursuant to Chapter 150E, Section 7(b) of the Massachusetts General Laws.

I. CONTRACT STRUCTURE AGREEMENTS

A. Term of New Contract (Article XXXII, p. 30)

The parties hereby agree to enter into a one (1) year Contract that shall be effective from July 1, 2008 – June 30, 2009. The parties further agree to enter into a three (3) year Contract that shall be effective for the three (3) year period beginning July 1, 2009 and ending June 30, 2012. Except as otherwise specified herein, all amendments to the July 1, 2005 – June 30, 2008 Contract shall take effect as of July 1, 2008.

B. Interim Agreements

All interim or other agreements that have been entered into by the parties during the term of the 2005 – 2008 Contract shall be incorporated into the successor Contracts for July 1, 2008 – June 30, 2009 and July 1, 2009 – June 30, 2012. A list of such agreements shall be mutually developed by the parties during the course of these negotiations.

8

C. Provisions of New Contract

Except as modified by any such interim or other agreements between the parties and/or except as modified during these negotiations and/or except for such technical matters as date changes, all other provisions of the July 1, 2005 – June 30, 2008 Contract shall be carried over intact into the successor Contracts.

II. WORKING CONDITION AGREEMENTS

A. Hours of Work (New Article X, p. 13)

1. The following new Section 1 shall be added to the existing Article X (Flexible Time Off) which shall be renamed to "Hours of Work." The existing Sections 1 – 7 shall be retained and renumbered to Sections 2 - 8.

1. COTMA members have traditionally worked a flexible weekly work schedule which shall continue to apply subject to the following conditions:

- A. COTMA members shall be required to work their thirty-two and one-half (32.5) or forty (40) hour work week, whichever is applicable to their position. Appendix A of this Agreement (List of Covered Positions) has been amended by adding a column which specifies the current work week of each position in COTMA's bargaining unit – namely, either thirty-two and one-half (32.5) or forty (40) hours.
- B. COTMA members shall work within the normal business hours of their respective Departments unless required to work outside of said hours by their immediate supervisor or Department Manager, whichever is applicable.
- C. COTMA members shall report to work Monday through Friday unless they are utilizing any form of contractual leave to which they are entitled or if work is cancelled for any reason by the Mayor.

9.

2. The existing Section 1 of this Article (which has been renumbered to Section 2) shall be amended to specify that Flexible Time Off is only applicable to those COTMA members who are not eligible for overtime pay pursuant to the Fair Labor Standards Act.
3. The existing Section 7 of this Article (which has been renumbered to Section 8) shall be amended to read as follows with the existing language appearing in regular type:

Unused Flexible Time Off may be carried over from one fiscal year to the next at the sole discretion of the Mayor. (The effective date of the annual flex time carryover provision shall be June 1, 2010 and all accrued time on the books as of this date shall be eligible for consideration for the annual carryover.) Members shall not be permitted to redeem unused flexible time off at the time of their separation from employment.

4. The Fair Labor Standards Act Committee that was convened pursuant to Paragraph IIA(9) of the Memorandum of Agreement for the 2005 – 2008 collective bargaining agreement has agreed that the following positions in COTMA's bargaining unit are covered by the Fair Labor Standards Act and are therefore eligible for overtime and Compensatory Time Off in accordance with new Sections 9 – 11 of this Article rather than Flexible Time Off in accordance with Sections 2 – 8 of this Article. All agreements concerning the FLSA Committee shall be effective upon the ratification of this Agreement:

1. Board of Health Food/Sanitary Inspector
2. Board of Health Code Enforcement Inspectors
3. Board of Health Assistant Inspectors
4. DPW Public Building Division Plumbing and Gas Insp./Mech. Insp.
5. DPW Public Building Division HVAC Systems Manager
6. DPW Public Building Division Building Inspector/Zoning Enforcement
7. DPW Weights and Measures Sealer of Weights and Measures
8. DPW Weights and Measures Assistant Sealer of Weights and Measures
9. Emergency Management Assistant Director
10. Fire Department Administrative Assistant
11. Human Resources Office Manager

- 10
12. Human Services SNI Neighborhood Advisor
 13. Law Department Legal Assistant
 14. Litigation Paralegal
 15. MOCD Program Manager
 16. MOCD Program Manager
 17. MOCD Rehabilitation Specialist
 18. MOCD Grants Compliance Officer
 19. MOED Administrative Assistant
 20. Municipal Council Clerk of Committees
 21. Municipal Council Assistant Clerk of Committees

Appendix A (List of Covered Positions) of the Contract shall be amended by specifying that the above-listed positions are covered by the FLSA.

5. The following agreements concerning the Fair Labor Standards Act that were reached during the FLSA Committee Negotiations shall be added to Article X as new Sections 9 – 11:
 9. COTMA members who are covered by the FLSA ("covered members") who are authorized by either their Department Manager or the Mayor to work overtime and exceed forty (40) hours of work in a particular week shall be eligible for overtime pay and Compensatory Time Off consistent with Section 553.22 of the FLSA's Regulations.
 10. In order to be eligible to work overtime and receive either overtime pay or Compensatory Time Off, covered members must account for their work hours on a time sheet.
 11. When a covered member works authorized overtime pursuant to the provisions of this Article, the covered member shall have the option to select whether the overtime worked shall be compensated at his/her applicable overtime rate of pay or taken as Compensatory Time Off. Compensatory Time Off shall be utilized in the same manner as Flexible Time Off as set forth in Sections 2 - 8 of this Article with the following exceptions:

- a. The accrual rate shall be time and one-half pursuant to the applicable FLSA Regulations.
 - b. The accrual cap shall be 240 hours pursuant to the applicable FLSA Regulations.
6. Nothing in this Agreement shall prejudice a COTMA bargaining unit member whose position was not deemed to be covered by the FLSA during the FLSA Committee negotiations from filing a lawsuit against the City in the appropriate jurisdiction and venue asserting that his/her position is eligible for coverage under the FLSA.

B. Working Out of Grade (New Article)

In the event that an Assistant Department Manager (or other applicable member) is directed by the Mayor in writing to perform the duties of his/her Department Manager, said Assistant Department Manager (or other applicable member) shall be paid at the applicable Department Manager's rate of pay. This provision applies to all City Departments, regardless of the exact titles of the positions involved, but shall only apply in the following circumstances:

1. In the event that a Department Manager's position is unfilled;
2. In the event that a Department Manager is out on either paid or unpaid administrative leave; or
3. In the event that a Department Manager has been absent on any type of leave for four (4) consecutive work weeks.

III. FRINGE BENEFIT AND LEAVE AGREEMENTS

A. Personal Leave (Article XIII, p. 11)

1. This Article shall be amended so that, upon an employee's retirement, death or termination from employment in good standing, the employee or his estate, whichever is applicable, may redeem any and all personal leave days that an

12

employee has accumulated at the employee's then per diem rate of pay which shall be one-fifth (1/5th) of their regular weekly pay.

B. Family and Medical Leave (Article XIV, p. 11)

1. Article XIV shall be renamed Maternity Leave and Family and Medical Leave.
2. Section 3 of this Article shall be clarified by adding language that specifies that the use of accumulated time off such as sick leave, personal leave or vacation time is at the employee's sole discretion and that the employee has the option of choosing which form of paid leave shall be utilized during any leave of absence under this Article.

C. Vacations (Article XXV, p. 17)

Section 3 of this Article shall be amended to read as follows:

3. Employees who do not use all of their vacation entitlement during a given fiscal year shall have the right to carry over their unused vacation entitlement into the following year. Unused vacation days may be carried over beyond one (1) fiscal year. However, any such vacation time that has been carried over beyond one (1) fiscal year shall not be eligible for redemption pursuant to Section 4 below with the following two (2) exceptions:
 - A. All current accrued vacation time that has received approval from the Mayor and/or the Municipal Council as of July 1, 2010 shall be eligible for redemption pursuant to Section 4 below and shall not need future approval to remain as such. The amount of the aforesaid accrued vacation time that shall be eligible for redemption (as opposed to utilization) shall be reduced by either ten percent (10%) or ten (10) days, whichever is less, in each successive fiscal year starting on July 1, 2011. However, said reduction for redemption purposes pursuant to Section 4 below shall not result in the reduction of the number of accrued days that a member may actually utilize.

- B. In addition, all COTMA employees who were on the payroll as of February 10, 2003, shall be eligible to carry over an additional fifteen (15) vacation days above and beyond the limits detailed above in this section with said fifteen (15) vacation days remaining eligible for redemption pursuant to Section 4 below.

IV. ECONOMIC BENEFIT AGREEMENTS

A. Group Insurance (Article XXIII, p. 15)

The following shall be added to this Article as a new Section 5 with the existing Section 5 being renumbered to Section 6:

- A. Effective upon the ratification of this Agreement, the City shall provide dental insurance to the members of COTMA's bargaining unit under the Altus Dental Plan at the contribution rate of seventy-five percent (75%) for the City and twenty-five percent (25%) for the employees. The Schedule of Benefits that are available to COTMA members under the Altus Dental Plan is attached to the Contract as Appendix E.
- B. In the event that Altus Dental proposes a change in the level of benefits provided or increases employee copayments, the City shall immediately notify the Union and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with the Union over the impact of the change(s).

B. Salary Grid Structure (Article XXVII, p. 27)

The following across-the-board salary increases shall be implemented on the COTMA Salary Schedule (Appendix B) as of the following dates:

- | | | |
|----|-----------------|------|
| 1. | July 1, 2008 | 0.0% |
| 2. | July 1, 2009 | 0.0% |
| 3. | July 1, 2010 | 0.0% |
| 4. | January 1, 2011 | 4.0% |
| 5. | July 1, 2011 | 2.0% |

6. The current Salary Grid and position placement on the Grid shall be converted to a four step weekly Salary Schedule for each COTMA position as of November 30, 2010 (step 1- hire, step 2- 6 months of service, step 3- 1 year of service, step 4- 2 years of service).

7. Effective as of December 1, 2010, Article XVII shall be amended as follows:

- 1. Section 1 shall be amended to reflect the fact that the upper range of the Salary Schedule shall be Step 10 and the lowest salary range shall be Step 1.
- 2. Section 4 shall be rewritten to read as follows:

Any new hire who has successfully completed his six month probationary period and was placed at Step 1 of the Salary Schedule at hire shall advance to Step 2 of the Salary Schedule. All other employees shall advance to the next step of the Salary Schedule on their anniversary date of the years of service indicated for each step until the employee reaches Step 10 of the Salary Schedule for his position. Other provisions of this agreement may from time to time change the salary step amounts.

8. Effective as of December 1, 2010, Article XXVI shall be deleted from the Contract and Longevity Pay shall be rolled into the COTMA Salary Schedule which will result in a 10 step Salary Schedule for each COTMA position as follows:

Step 5	5 years of service
Step 6	10 years of service
Step 7	15 years of service
Step 8	20 years of service
Step 9	25 years of service
Step 10	30 years of service

Employees shall be placed on the Salary Schedule based on their total length of cumulative service with the City and any verified Municipal, County, State or

Federal (excluding worked military service) full time previous employment, including Veterans Buy Back accrued under Chapter 71 of the Acts of 1996.

- 9. Effective June 30, 2011, the Professional Incentive shall be increased from \$1,300.00 to \$1,650.00. The Professional Incentive shall then be incorporated into the COTMA Salary Schedule by adding \$31.61 to each step on the Schedule. Article II, Section 4 of the Contract shall be deleted as of July 1, 2011.

Example; Planning and Conservation Office Manager, Grid range A-5, A-6, B-1, B-2

- a. Steps 1-4 converted on 11/30/2010:

Step 1 (Hire)	\$622.50
Step 2 (6 months)	\$634.96
Step 3 (1 year)	\$647.65
Step 4 (2 years)	\$660.60

- b. Steps 5-10 added on 12/1/2010:

Step 5 (5 years)	\$689.05
Step 6 (10 years)	\$695.37
Step 7 (15 years)	\$701.69
Step 8 (20 years)	\$708.01
Step 9 (25 years)	\$714.33
Step 10 (30 years)	\$720.65

- c. On January 1, 2011, the 4% salary increase shall be added:

Step 1 (Hire)	\$647.40
Step 2 (6 months)	\$660.36
Step 3 (1 year)	\$673.56
Step 4 (2 years)	\$687.02
Step 5 (5 years)	\$716.61
Step 6 (10 years)	\$723.18
Step 7 (15 years)	\$729.76
Step 8 (20 years)	\$736.33
Step 9 (25 years)	\$742.90
Step 10 (30 years)	\$749.48

d. On June 30, 2011 Professional Incentive shall be increased to \$1,650.00 and incorporated into the Salary Schedule as follows:

Step 1 (Hire)	\$679.01
Step 2 (6 months)	\$691.97
Step 3 (1 year)	\$705.17
Step 4 (2 years)	\$718.63
Step 5 (5 years)	\$748.22
Step 6 (10 years)	\$754.79
Step 7 (15 years)	\$761.37
Step 8 (20 years)	\$767.94
Step 9 (25 years)	\$774.51
Step 10 (30 years)	\$781.09

e. On July 1, 2011 the 2% salary increase shall be effective:

Step 1 (Hire)	\$692.59
Step 2 (6 months)	\$705.81
Step 3 (1 year)	\$719.27
Step 4 (2 years)	\$733.00
Step 5 (5 years)	\$763.18
Step 6 (10 years)	\$769.89
Step 7 (15 years)	\$776.60
Step 8 (20 years)	\$783.30
Step 9 (25 years)	\$790.00
Step 10 (30 years)	\$796.71

C. Economic Reopener

1. If any other collective bargaining unit under the jurisdiction of the Mayor under Chapter 150E, or any non-union employee without a currently negotiated wage increase receives a salary increase or an increase in any other economic benefit that is in excess of the amount negotiated by this Union during the term of either the one (1) Contract or the three (3) year Contract, the Contract shall be subject to an economic reopener.

- 2. Notwithstanding the foregoing provision, all Steps and Longevity shall increase as required by the Contract.

V. GRIEVANCE SETTLEMENTS

A. Leave of Absence Grievance Dated April 3, 2009

- 1. COTMA will withdraw this Grievance from further proceedings under its collective bargaining agreement with the City.
- 2. The City agrees to credit the sick leave, personal leave and/or vacation accounts of any members of COTMA who had such leave deducted while they were on a leave of absence when they should have been credited with a holiday.
- 3. Article XIV of the parties' collective bargaining agreement shall be amended by adding a new Section 6 that states as follows while renumbering the existing Section 6 to Section 7:

Members who are on a Family and Medical Leave of Absence pursuant to this Article will be credited with holiday and/or bereavement pay in the event that either a holiday or bereavement leave occurs during a member's Family and Medical Leave of Absence.

- 4. The "City of Taunton Request for Leave of Absence" form that is attached to Appendix C of the collective bargaining agreement shall be amended by striking out the words "3. Employees are not eligible for bereavement or holiday pay while on a leave of absence" on page 2 of said form.
- 5. Article XVI of the parties' collective bargaining agreement shall be amended by adding a new Section 7 that states as follows:

Members who are utilizing sick leave pursuant to this Article will be credited with holiday and/or bereavement pay in the event that either a holiday or bereavement leave occurs during a member's sick leave.

VI. SICK LEAVE BANK

Having bargained collectively, the City of Taunton Management Association ("COTMA") and the City of Taunton ("the City") hereby agree to the creation of a Sick Leave Bank containing the following terms and conditions which shall be incorporated into COTMA's Collective Bargaining Agreement with the City as a new Article XVI, Section 7:

A. A Sick Leave Bank Panel ("the Panel") consisting of three (3) members shall be established to review and evaluate all applications for access to the Sick Leave Bank. The Panel shall consist of two (2) elected/appointed COTMA representatives (one (1) Executive Board member appointed by the Executive Board and one (1) at large member elected and appointed by the membership) and one (1) member appointed by the Mayor to represent the City. COTMA member positions on the Panel will be for a two (2) year term and will run in conjunction with the COTMA general elections and term of office. The term of office and selection of representative for the City shall be solely at the discretion of the presiding Mayor.

B. In order to access the Sick Leave Bank, a member must complete the standard application form that has been established by the Panel and submit the form directly to a member of the Panel. Under normal circumstances, the application form must be submitted to the Panel at least two (2) weeks prior to the date upon which a member's access to the Sick Leave Bank shall commence. However, the Panel shall also consider applications that are submitted within the two (2) week window in order to accommodate any unforeseen circumstances such as emergency illness, accident or injury.

C. All application forms must be accompanied by a certification of illness or injury from the member's treating physician (or from the family member's treating physician in the event that access to the Sick Leave Bank is being sought to care for an immediate family member i.e. spouse, children, parents and members of the employee's household) before they can be considered by the Panel.

1. In order to enable members to utilize the Sick Leave Bank for illness or injury in his/her immediate family, the seven (7) day cap that is set forth in Article XVI, Section 4 shall be increased to thirty (30) days in order permit increased usage of accumulated sick leave for illness in a member's family as defined in that Section.

D. The Panel shall receive, evaluate and render its written decision on all properly submitted applications to access the Sick Leave Bank within seventy-two (72) hours of the submission of the application to the Panel. Said written decision shall contain the Panel's rationale and shall be supplied directly to the member who applied for access immediately after it is rendered. In order to render a decision, the Panel must have a simple majority (i.e. 2 - 1).

E. Decisions of the Panel may be appealed by a member who is denied access to the Sick Leave Bank. However, the Panel's final decision will not be subject to the Grievance and Arbitration Procedure that is contained in Article IX of this Agreement.

F. The Panel's decision shall be based upon the following factors:

- 1. The member's written application, including the accompanying certification of illness or injury.
- 2. The member's prior history of sick leave utilization.

G. In addition, in order to access the Sick Leave Bank, the following conditions must be met:

- 1. A member must first exhaust his/her own accumulated sick leave.
- 2. A member (or the member's immediate family member (spouse, children, parents and members of employee's household) must have a documented illness or injury that warrants immediate and necessary care.
- 3. A member must be in good standing with COTMA, meaning that all initiation fees, service fees, or dues are current and paid.

H. No single Sick Leave Bank award shall exceed thirty (30) sick leave days. Additional access to the Sick Leave Bank may be granted in thirty (30) sick leave day increments upon reapplication by the member and review by the Panel. There will be no award for retroactive sick leave.

20.

- I. Any member who draws days from the Sick Leave Bank shall be entitled to all other benefits to which he/she would be entitled under COTMA's collective bargaining agreement if he/she were on regular sick leave.
- J. A member who is eligible for workers' compensation shall have the option of applying that portion of his/her accumulated sick leave that, when added to his/her Worker's Compensation benefits, will equal his/her regular salary. In the event that the member's accumulated sick leave is exhausted, the member may apply to access the Sick Leave Bank for that purpose in which event his/her application will be governed by the terms and conditions set forth herein.
- K. Upon ratification of this Agreement by COTMA's membership, all members of COTMA shall be required to donate one (1) sick leave day to establish the initial allotment of days in the Sick Leave Bank. COTMA members shall also be required to contribute one (1) sick leave day on each January 1 thereafter with the exception of any member who has not completed one (1) full year of service. Those members shall not be required to contribute to the Sick Leave Bank until the January 1 after they have completed one (1) full year of service in a COTMA position. In addition, COTMA members may also make a voluntarily donation of up to ten (10) days per calendar year to the Sick Leave Bank and may also voluntarily donate up to thirty (30) days to the Sick Leave Bank upon separation from employment with the City for any reason.
- L. At the last meeting of the calendar year, the Executive Board shall review the total accumulation in the Sick-leave bank to determine if a mandatory contribution is needed for the following year.
- M. In the event that the City files an application to involuntarily retire a COTMA member with the Taunton Retirement Board, said member shall still be eligible for the Sick Leave Bank consistent with the terms of this Section while the application is still pending.

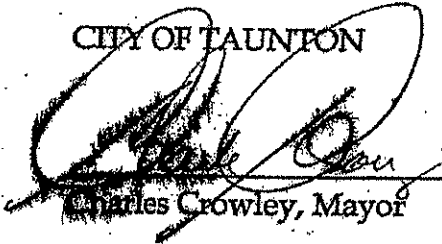
VII. CITY'S PROPOSALS

- A. All COTMA members shall be paid on Friday through direct deposit as of January 1, 2011.

- B. The attached Communications Policy shall be implemented as of the date of ratification of this Agreement and shall have no retroactive application to anything that may have occurred prior to implementation. COTMA shall be permitted to utilize the City's e-mail to notify the membership of any COTMA meetings.
- C. Benefits shall be prorated for COTMA members who work at the Taunton Nursing Home who work less than forty (40) hours per week. All current employees are grandfathered with full benefits.
- D. Step 3 of the Grievance Procedure shall be modified to provide the Mayor with the authority to override any Municipal Council Grievance Committee grievance decision that results in an additional financial obligation for the City. In the event that the Mayor exercises his discretion in that regard, COTMA shall have the right to advance the Grievance to Step 4 of the Grievance Procedure.

Agreed to and executed in the City of Taunton on this 8th day of November, 2010.

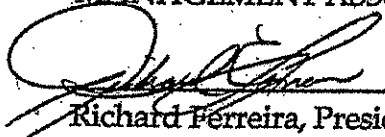
CITY OF TAUNTON



Charles Crowley, Mayor

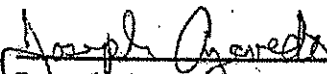
Jane E. Estey, City Solicitor

CITY OF TAUNTON
MANAGEMENT ASSOCIATION



Richard Ferreira, President

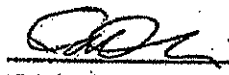
Kevin Scanlon, Negotiating
Committee Chair



Joseph Azevedo, Negotiating Committee



Scott Bibby, Negotiating Committee



Cathal O'Brien, Negotiating Committee

22

Carol Souza, Negotiating Committee

CITY OF TAUNTON
Communications Policy

Scope of Policy.

The intent of this policy is to establish a formal set of guidelines for the request, acquisition and use of all City of Taunton communications systems which include but are not limited to mobile devices, electronic mail; voice mail; facsimiles; land-based, cellular, satellite or other communication systems and related equipment. All employees who use a City issued device and associated systems agree by such use to comply with the expectations outlined in this policy statement.

Authorization

Whenever in this Policy the employee is required to obtain authorization or consent and the person for whom consent or authorization should be obtained is not specified, permission for that specific activity must be given by the Director of Information Technology/Automation.

Acceptable Use

Business Use Only

City issued communication systems are provided at the expense of the City and are to be used solely to conduct City business, not personal business. Employees may not use City issued systems to communicate information, opinions, or comments without authorization from the City. Employees are prohibited from passing off their view as representing those of the City.

The employee must not use City issued systems in a manner that would reflect badly upon the City, such as sending discriminatory or harassing voice-mail, or engaging in any other illegal or tortious activities. Employees may not use the City issued systems for non-City purposes. To the extent that employees are authorized to utilize a mobile device for personal or other business, they shall reimburse City for the usage.

Proper and improper communication

All employees agree to use City communication systems for proper work related communication. Further the employee agrees not to engage in improper communication. Proper communication is any communication required in the performance of an employee's principal job function that is professional, reasonable and executed with good customer service. Improper communication is any non-work related communication. The Mayor's Office and the Human Resources Department will determine if a communication is considered proper or improper. Notwithstanding the provisions of this paragraph, employees may access news or information via City communication devices provided it is during an authorized or scheduled break and the City incurs no cost.

No Presumption of Privacy

Any and all communications on City systems are not private and security cannot be guaranteed. Passwords and user I.D.'s are designed to protect the City's confidential, private and/or proprietary information from outside third parties, not to provide employees with personal privacy in the messages.

Employees should assume that any communications that they create, send, receive, or store on City systems may be read or heard by someone other than the intended recipient.

City's Right to Monitor Messages

The City reserves the right to monitor, access, retrieve, read, and disclose to law enforcement officials or other third parties all messages created, sent, received, or stored on the City's Systems without prior notice to the originators and recipients of such messages. Authorized personnel may monitor the communications of employees to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the City, or any violations of this Policy or any other City policy.

Message Restrictions

Communications on City systems may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive, or derogatory, including but not limited to sexual comments or images, racial or ethnic slurs, or other comments or images that would offend someone on the basis of race, gender, national origin, sexual orientation, religion, political beliefs, or disability. Language used in communications created, sent or forwarded by employees using the City's Systems or use by employees in the course of their employment shall be professional and business like.

Ownership of Messages, Hardware, Access or Telephone Numbers

The City systems and all information stored on them are property of the City. All information and messages *whether City-related or personal* - that are created, sent, received, accessed, or stored on these systems constitute City records. Any hardware issued by the City remains the property of the City. Any telephone numbers or other access numbers are issued by the City and remain the property of the City. The City solely reserves the right to transfer, discontinue or port any telephone or access numbers.

Violations

Violations of this Policy, including breaches or confidentiality or security, may result in suspension of communication privileges, disciplinary actions, and even termination. The City reserves the right to hold the employee personally liable for any violations of this Policy.

Record Retention

As with paper documents created and received by an employee, it is each employee's responsibility to ensure that those electronic messages that should be retained or deleted are done according to the State's Record Retention Policy

<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>

Prohibited Activities

Employees may not use the City's Systems to: (a) upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or other confidential, private, or proprietary information or materials without the City's authorization; (b) upload, download, or otherwise transmit any illegal information or materials; (c) upload, download, access, create, distribute, or otherwise transmit sexually

explicit materials or participate in the viewing of such materials; (d) gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way (nor may employees - without authorization - use someone else's code or password or disclose anyone's code or password, including their own); (e) enable unauthorized third parties to have access to or use the City's Systems, or otherwise jeopardize the security of the City's electronic communications systems; and (f) engage in any other inappropriate, illegal or tortious activities.

While on City premises, at no time, may users access inappropriate websites, such as those hosting pornography, obscene materials or gambling enterprises.

The use of any element of the City's computer system including Internet access located on City property, for the receipt or transmission of information disparaging to other based on race, national origin, sex, sexual orientation, age, disability, or religion is not permitted under any circumstances.

Message Creation.

Employees must use the utmost care in creating messages on the City's systems. Even when a message has been deleted, it may still exist on a back-up system, be recreated, be printed out, or may have been forwarded to someone else without its creator's knowledge. As with paper records, proper care should be taken in creating electronic records, which can affect the City's reputation and which the City may some day have to produce in connection with a lawsuit.

Only Approved Software To Be Used.

Before any software may be used within the City on any of the City's Systems, the software must be virus tested and approved for use by the Director of Information Technology/Automation and each copy must be registered with the City. No copy of software may be used unless the City has a valid license to use that copy. Employees are not permitted to make additional copies of any software, without authorization and proper registration of the copy. Use or distribution of all licensed software or all licensed copies of software is not only against City policy, it is also illegal. All software must be stored in the Computer Department unless otherwise authorized by the Automation Director.

Viruses.

Any files downloaded from the Internet and any computer disks received from non-City sources must be scanned with virus detection software before installation and execution. The introduction of viruses, attempts to breach system security, or other malicious tampering with any of the City's systems is expressly prohibited. Employees must immediately report any viruses, tampering, or other system breaches to the Director of Information Technology.

Selling and Purchasing.

City's standard purchase and sale policies apply to all purchase and sales-related activities conducted via the City's Systems.

Uploading to City Web Site/Internet.

Employees must not place City or customer material - such copyrighted software or other materials, internal memos, City trademarks - on the City Web site or any publicly-

26

accessible Internet, unless the posting of these materials has first been approved by the Director of Information Technology.

Monitoring.

To help insure that compliance with this Policy, authorized City representatives may monitor the use of the City's Systems from time to time. This may include listening to stored voice-mail messages, reading e-mail message and inspecting any other computer systems files or information.

Mobile Communications

Criteria for requesting a mobile communications device

In order for an employee to be eligible to receive a city issued mobile communications device the employee must meet at least one or more of the following criteria:

- Employee is required to be on-call on a 24 X 7 basis
- Employee's principal job function requires regular travel and is considered a mobile employee
- Employee is a member of the City of Taunton Emergency Team as established by the Mayor
- Certain public safety employees may be eligible for a city issued mobile communications device
- Under certain circumstances as authorized by the Mayor

Procedure for obtaining a mobile communications device

Any employee or department manager requesting a city issued mobile communications device must adhere to the following procedure:

- The employee must sign the Mobile Communications Policy acknowledging their understanding of the acceptable use of mobile communication devices.

Monitoring of Mobile Communications

To help insure compliance with this Policy, the City reserves the right for authorized City representatives to monitor the use of the City's Systems. This may include, but not be limited to, reviewing account activity, changing passwords and listening to stored voice-mail messages.

All mobile communications usage will be monitored quarterly by the Information Technology Department. The City of Taunton reserves the right to discipline any employee who fails to comply with the Mobile Communications Policy. Departments may be required to seek a transfer of funds to cover any costs related to improper or uncontrolled communications on city issued devices or systems.

Departments with employees who have been issued mobile communication devices will be financially responsible for overages incurred by excessive, uncontrolled or improper usage. In certain instances the employee may be required to reimburse the City of Taunton for the costs of improper communications on city issued devices or systems.

Effective Date: The effective date of this policy will be the date upon which it is finally accepted by this collective bargaining unit.

27

Discipline: The disciplinary action resulting from infractions of this policy shall be subject to the terms of any applicable collective bargaining agreement and contract pursuant to Section 108(O) of Chapter 41 of the General Laws. No employee may be disciplined for violations of this policy occurring prior to the effective date of the policy.

Applicability: Provisions of this policy shall be subject to superceding provisions of any contract pursuant to MGL Chapter 150E and MGL Chapter 41, Section 108(O).

Tear off here

I acknowledge that I have received the City of Taunton Communication's Policy

Signature

Printed Name

Date



new
28.

FIRE DEPARTMENT

TAUNTON, MASS. 02780

December 14, 2010

1391 Contract Award Estimated Costs

January 1, 2010-December 31, 2010 Retroactive Pay	\$329,022.35
January 1, 2010-December 31, 2010 OOG/OT Retroactive Pay (Estimated based on \$250.00 per employee)	\$29,250.00
January 2, 2011-June 30, 2011 Pay Raises	\$231,532.35
Retiree Contract Awards	<u>\$12,453.48</u>
Total Estimated Award Through FY11	\$602,258.18

Attachments:

- Retroactive Award
- 2nd ½ FY 11 Award Cost
- Retiree Contract Award
- July 2, 2010 Adjusted Rates
- January 3, 2011 New Rates

IN THE MATTER OF
INTEREST ARBITRATION
BETWEEN

TAUNTON FIREFIGHTERS ASSOCIATION LOCAL 1391,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

-AND-

CITY OF TAUNTON

JLMC-09-17F

AWARD

A. Duration (Article XXXIV):
July 1, 2008 – June 30, 2011

B. Wages (Article X):

- Effective January 3, 2010, all January 2, 2010 base salaries shall be increased by one and one-half percent (1½%) across-the-board. ✓
- Effective July 1, 2010, all June 30, 2010 base salaries shall be increased by two and one-half percent (2½%) across-the-board. ✓

C. City's Computer and Communications Policy:
See Attachment A.

D. Stipends¹:

1. Firefighters

Effective July 1, 2010, incorporate Hazardous Duty Pay (Article X §6 - four and one-half percent (4½%); Private's Apparatus Maintenance and Station Care Allowance (Article X

¹ Stipends are computed by applying the percentage to a third year Firefighters' annual base salary. Hazardous Duty Pay is currently incorporated into Base Pay for overtime calculation purposes. (See Article X §6.)

§4 - two and one-half percent (2½%); and Uniform Allowance (Article VI §1 - three percent (3%) into Base Pay.

2. Lieutenants, Captains, Mechanics, Deputy Chiefs¹

Effective July 1, 2010, incorporate Hazardous Duty Pay (Article X §6 - four and one-half percent (4½%) and Uniform Allowance (Article VI §1 - three percent (3%) into Base Pay.

3. Communications Specialists

Effective July 1, 2010, incorporate Uniform Allowance (Article VI §1 - three percent (3%) and Apparatus Maintenance and Station Care Allowance (Article X §4 - two and one-half percent (2.5%) into Base Pay.

E. Grievance Procedure:

X

Grievance initiation within thirty (30) calendar days. The thirty (30) calendar day time period shall not apply to Chapter 41, Section 111F (Line-of-Duty Injury) grievances. The Fire Chief shall have twelve (12) calendar days to meet with the Union's Grievance Committee. The Fire Chief shall provide his written grievance response within twenty-four (24) hours after said meeting ends.

F. STEP INCREASES (ARTICLE X SECTION 1)

1. Firefighters²

Effective January 2, 2011, add a fifth and sixth step to the current four (4) step salary schedule.

Step Five: After six (6) years in the bargaining unit, a five percent (5%) increase in third year Firefighter step.

Step Six: After twelve (12) years in the bargaining unit, a five percent (5%) increase in Step Five

2. Lieutenants, Captains, Mechanics, Deputy Chiefs²

Effective January 2, 2011, add a second and third step to the existing one (1) step salary schedule.

Step 2: After six (6) years in the bargaining unit, a five percent (5%) increase in Step 1;

Step 3: After twelve (12) years in the bargaining unit, a five percent (5%) increase in Step 2.

3. Communications Specialists

Effective January 2, 2011, add a second and third step to the existing one (1) step salary schedule.

Step 2: After six (6) years in the bargaining unit, a five percent (5%) increase in Step 1;

Step 3: After twelve (12) years in the bargaining unit, a five percent (5%) increase in Step 2.

G. LONGEVITY (ARTICLE X SECTION 3)

Eliminate, effective January 2, 2011. No City recoupment of Longevity benefits paid before January 2, 2011.

H. COMPENSATION FOR ACADEMIC CREDITS (ARTICLE XXV)

A course passing grade is necessary to receive academic credit and course/textbook reimbursement.

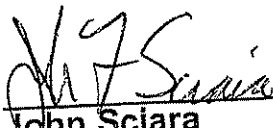
² The current Firefighter step pay rate is to be calculated by incorporating the Hazardous Duty, Private's Apparatus Maintenance and Station Care Allowance and Uniform Allowance stipends into the Base Pay, effective July 1, 2010 and the Wage increases delineated in Section B above. The current Lieutenant, Captain, Mechanics and Deputy Chief step pay rate is to be calculated by incorporating the Hazardous Duty and Uniform Allowance stipends into the Base Pay, effective July 1, 2010 and the wage increases delineated in Section B above. The Communications Specialist step pay rate is to be calculated by incorporating Apparatus Maintenance and Station Care Allowance and Uniform Allowance stipends into Base Pay effective July 1, 2010 and the wage increases delineated in Section B above.


I. USE OF CREDITABLE SERVICE FOR LONGEVITY/VACATION
BENEFIT DETERMINATION (ARTICLES V, X)

1.) Status Quo

J. CALL BACK/OVERTIME PAY FOR GRIEVANCE MEETING/
HEARING (ARTICLES IV, XII)

1.) Status Quo


John Sciara
Union Panelist


Richard G. Boulanger, Esq.
Chairman and Neutral Panelist


Stephanie McNeil
City Panelist

Dated: 11-9-10

Dated: 11/5/10

Dated: 11/9/10

I. INTRODUCTION

The Joint Labor-Management Committee (JLMC) interest arbitration panel is composed of Union Representative, John Sciara; Neutral Panelist and Chairman, Richard G. Boulanger, Esq.; and Management Representative, Stephanie McNeil. The arbitration panel was appointed by the JLMC to resolve a contract dispute between the Taunton Firefighters Association, Local 1391, International Association of Firefighters (Union) and the City of Taunton (City). The parties submitted issues for hearing. The Union's issues are Duration, Wages, Salary Schedule Steps, Longevity, and Stipends. The City's issues are Duration, Wages, Benefits, Computer Policy, Grievance Procedure, Compensation for Academic Credits, and Seniority.

The interest arbitration was heard by the arbitration panel on June 28, 2010 and on July 9, 2010 at the Taunton City Hall, Taunton, Massachusetts.

The Union was represented by Mr. Mark Kaplan, Esq. Mr. Colin Confoey, Esq. was on brief with Mr. Kaplan. Firefighter Robert Rooney, Union Secretary, testified for the Union.

Mr. Peter Berry, Esq., and Ms. Jan Gould, Esq. represented the City, assisted by Ms. Jane Estey, Esq. The following individuals testified for the City: Mr. Gill Enos, Budget Director, and Ms. Maria Gomes, Human Resources Director.

The parties were given full opportunity to present evidence and make arguments.

In formulating its award, the panel considered the following provisions of c.589 of the Acts of 1987:

- 1) the interests and welfare of the public;
- 2) the hazards of employment;
- 3) physical, educational and mental qualifications;
- 4) job training and skills involved;
- 5) comparative wage and employment conditions with employees performing similar services and with other employees generally in public and private employment in comparable communities;
- 6) the cost-of-living as determined by the Department of Labor;
- 7) the overall compensation presently received by the employees, including direct wages and fringe benefits;
- 8) tax levy limit - Prop 2½ ;
- 9) comparable property tax rates;
- 10) municipal growth rates- residential/commercial;
- 11) Free Cash/reserves;
- 12) mean residential income;
- 13) debt/projected expenses;
- 14) other settlements in the municipality and in other comparable communities for employees similarly situated; and
- 15) changes in any of the foregoing circumstances during the pendency of the dispute.

In formulating its award, the panel applied all of the statutory elements to the parties' evidence. The panel analyzed other City collective bargaining agreements effective in the July 1, 2008 to June 30, 2011 time period. The panel also carefully reviewed and applied relevant internal and external comparability data to the parties' issues.

Based on the evidence submitted, the panel concludes that the awarded proposals are justified, and that the City has the requisite ability to pay for the financial components of the award, as discussed in more detail below. The terms of the parties' July 1, 2005 to June 30, 2008 collective bargaining agreement remain in effect from July 1, 2008 through the June 30, 2011 contract period except as awarded herein by the arbitration panel, or as otherwise modified by the parties.

II. FINDINGS AND OPINION

A. DURATION

1.) UNION PROPOSAL:

Three (3) year agreement - July 1, 2008 through June 30, 2011.

2.) CITY PROPOSAL:

Three (3) year agreement - July 1, 2008 through June 30, 2011.

3.) DISCUSSION:

The duration of the parties' prior Agreement was July 1, 2005 to June 30, 2008. A three (3) year agreement is appropriate to promote labor relations stability.

4.) AWARD

Three (3) year agreement – July 1, 2008 through June 30, 2011.

B. WAGE INCREASE:

1.) CITY PROPOSAL:

The City proposes a one and one-half percent (1.5%) across-the-board wage increase effective January 3, 2010, and a two and one-half percent (2.5%) across-the-board wage increase effective July 1, 2010.

2.) UNION PROPOSAL:

The Union is not opposed to the City's wage proposal so long as its

other economic proposals are awarded.

3.) **DISCUSSION:**

The panel implements the parties' wage proposals because as part of an economic package, there is no dispute as such as to the amount and timing of the wage increases.

4.) **AWARD**

- Effective January 3, 2010, all January 2, 2010 base salaries shall be increased by one and one-half percent (1.5%) across-the-board.
- Effective July 1, 2010, all June 30, 2010 base salaries shall be increased by two and one-half percent (2.5%) across-the-board.

C. **CITY'S COMPUTER AND COMMUNICATION POLICY**

1.) **CITY PROPOSAL:**

The City proposes its uniform policy.

2.) **UNION PROPOSAL:**

Union rejects it as unnecessary.

3.) **DISCUSSION:**

Other City unions have accepted the Policy including the Taunton Police Supervisory Personnel Association (TPSPA) with minor modifications necessitated by law enforcement investigative needs. The City's proposal is reasonable.

4.) **AWARD**

The City's Computer and Communication Policy is awarded. (See attached.)

D. **STIPENDS**

1.) **CITY PROPOSAL:**

Effective July 1, 2010, incorporate into Firefighters' (Privates') base salary, the following stipends: four and one-half percent (4½%) Hazardous Duty Pay stipend; two and one-half percent (2½%) Private's Apparatus Maintenance and Station Care Allowance stipend; and the three percent (3%) Uniform Allowance stipend. Effective July 1, 2010, incorporate the four and one-half percent (4½%) Hazardous Duty Pay stipend and three percent (3%) Uniform Allowance into the Base Pay of Lieutenant, Captain, and Deputy Chief. Effective July 1, 2010, incorporate into Communications Specialist base salary the following stipends: two and one-half percent (2.5%) Private's Apparatus Maintenance and Station Care Allowance and the three percent (3%) Uniform Allowance stipend.

2.) **UNION COUNTER-PROPOSAL:**

The Union does not quarrel with the City's proposal, contingent upon the panel's award of the Union's other economic proposals.

3.) **DISCUSSION:**

The stipends proposed for base salary incorporation are currently stand-alone stipends and paid as such, with the exception of Hazardous Duty Pay. The panel awards the incorporation of the parties' stipends into Firefighters' (Privates, Officers and Communications Specialist) base salaries because as part of an overall economic package, there is no dispute as such concerning the stipend salary roll-in.

4.) **AWARD**

The panel awards the following:

1. **Firefighters**

Effective July 1, 2010, incorporate Hazardous Duty Pay [Article X §6 - four and one-half percent (4½%)] Private's Apparatus Maintenance and Station Care Allowance [Article X §4 - two and one-half percent (2½%)] and Uniform Allowance [Article VI §1 - three percent (3%)] into Firefighter Base Pay.

2. **Lieutenants, Captains, Mechanics, Deputy Chiefs¹**

Effective July 1, 2010, incorporate Hazardous Duty Pay [Article X §6 - four and one-half percent (4½%)] and Uniform Allowance [Article VI §1 - three percent (3%)] into Base Pay.

3. Communications Specialists

Effective July 1, 2010, incorporate Uniform Allowance (Article VI §1 – three percent (3%) and Apparatus Maintenance and Station Care Allowance (Article X §4 – two and one-half percent (2.5%) into Base Pay.

E. GRIEVANCE PROCEDURE

1.) CITY PROPOSAL:

Fourteen (14) day time limit to initiate a grievance.

2.) UNION COUNTER-PROPOSAL:

Reject as unnecessary.

3.) DISCUSSION:

The grievance initiation period is now ninety (90) days. The panel believes that a ninety (90) day grievance initiation period is unnecessarily lengthy. The panel agrees with the City's argument that a shorter grievance procedure encourages more timely and efficient fact-finding. However, at this time, a sixty (60) day reduction in the grievance initiation time period is sufficient.

4.) AWARD

The panel awards a thirty (30) calendar day grievance initiation time limit.

F. **STEP INCREASES**

1. **UNION PROPOSAL:**

The Union proposes a five percent (5%) step increase after six (6) years of bargaining unit service. After nine (9) years of bargaining unit service, an additional five percent (5%) step increase is sought.

2. **CITY PROPOSAL:**

The City proposes a three percent (3%) step increase for Officers after five (5) years of bargaining unit service, and a three percent (3%) step for Privates after ten (10) years of bargaining unit service.

3. **DISCUSSION**

a. **JUSTIFICATION**

While the panel agrees with the City's contention that one (1) public safety settlement does not by itself mean that the other public safety units must receive identical value. In the instant case, the City has proposed to the Firefighters, as to the TPSPA, identical wage increases and stipend incorporation (ten percent (10%)) into the base salary. Moreover, the City proposed to the Firefighters an extra step in consideration of elimination of the Longevity benefit. Therefore, the City established and advanced the common economic theme joining Firefighter and TPSPA issues. Apart from some non-economic issue disagreements, the only dispute between the instant parties is

whether one (1) or two (2) steps are to be granted, when and in what amount.

The Union contends that the City must add the two (2) TPSPA five percent (5%) steps (after three (3) and six (6) years of bargaining unit service) to the Firefighters' bargaining unit, but at the six (6) and nine (9) year marks in order to maintain public safety compensation equivalency. The City argues that unlike the TPSPA bargaining unit, Firefighters are not entitled to such steps because the majority of its bargaining unit has historically received step increases. The City also contends that Firefighters receive more stipends than do TPSPA members, and that they are more than competitively paid vis à vis universe firefighters.

When the City settled with the TPSPA for two (2) five percent (5%) steps in exchange for the deletion of the Article X §3 Longevity benefit, it put in play the nature and amount of the quid pro quo at least for its Public Safety units. The City and the TPSPA agreed to the following step plan:

- 1. Step 1: 0 to three years in the Supervisors' bargaining unit – current pay rate with the above four stipends rolled into Base Pay
- 2. Step 2: after three years in the Supervisors' bargaining unit – 5% increase
- 3. Step 3: after six years in the Supervisors' bargaining unit – 5% increase

The City reinforced its goal of trading steps for Longevity by proposing such an

arrangement to the Firefighters' bargaining unit, albeit not the TPSPA formula. However, the City's step proposal to both Privates and Officers would not provide adequate compensation for eliminating the Longevity plan. The Longevity plan includes the following schedule:

The longevity payments in the following amounts will be granted to any member of the Fire Department who attains the number of years of creditable service in the contributory retirement system set forth below. The following percentages shall be computed on a third year Firefighter's base salary.

5 Years	2.2%
10 Years	2.8%
15 Years	3.4%
20 Years	4.0%
25 Years	5.6%
29 Years	6.2%

Such longevity payments set forth above shall be in addition to the regular salary paid to the members of the Fire Department.

As distinct from the TPSPA agreement providing for two (2) five percent (5%) steps, the City offered only one (1) step to the Firefighters. Moreover, unlike its TPSPA agreement, the City offered Privates a three percent (3%) step after ten (10) years, and a three percent (3%) step to Officers after five (5) years of service. An existing Privates' four (4) step salary plan was its primary rationale for a three percent (3%) step after ten (10) years of service. The City proposed an Officer five (5) year step because Officers have a one (1) step plan. Existing Firefighter salary schedules are as follows:

As of January 1, 2008

- (1) The Firefighters of the City of Taunton shall be compensated at the following levels:

Probationary Firefighter	\$36,547.42
First Year Firefighter	\$39,916.73
Second Year Firefighter	\$40,576.68
Third Year Firefighter	\$42,640.15

- (2) The Fire Officers of the City of Taunton shall be compensated at the following levels:

Lieutenants	\$51,896.23
Captains & Mechanic	\$58,467.91
Deputy Chiefs	\$65,156.70

- (3) The Communications Specialists shall be compensated as follows:

\$32,299.60, plus 5% of a Third Year Firefighter's salary per year.

While Privates have a four (4) step plan, beginning with a Probationary Step, the absorption of the Longevity benefit into the salary schedule, without an income loss, requires more than a one (1), three percent (3%) step increase after five (5) or ten (10) years of service. Current Longevity benefits exceed three percent (3%) beginning with fifteen (15) years of service. While the panel credits the Privates' existing steps, it is also mindful that the parties treat the third-year Firefighter step as the primary step for stipend calculation purposes, etc. Furthermore, Officers like members of the TPSPA have a one (1) step salary schedule.

The City set the salary step pattern with its voluntary TPSPA settlement agreement. It negotiated two (2) five percent (5%) steps at three (3) and six (6) years levels in exchange for the elimination of the Longevity schedule. Due to preexisting steps in the Privates' salary schedule, it is appropriate to implement the two (2) Firefighter steps at different intervals than in the TPSPA contract. While the Firefighters proposed two (2) additional steps at the six (6) and nine (9) year service levels, the panel awards a later date for the additional second step, implementing it after twelve (12) years of service.

i.) **COMPARABILITY FACTORS**

The City is correct in its contention that one of the statutory factors the panel must examine is universe comparability data. The City contends that Firefighters are not entitled to two (2) steps at five percent (5%) each because they are more highly compensated than the universe average.

In justifying the lower Longevity buy-out proposal to Firefighters, the City relied on universe compensation comparisons. The City selected five (5) geographically proximate, medium-sized cities for comparison purposes. While a small sample, it is relevant. The Union did not agree to utilize comparability data, arguing that such evidence was irrelevant as it was never raised by the City during their negotiations. Moreover, the Union contends that universe comparability evidence was not included in the City's bargaining with

the TPSPA. While the panel has reviewed and evaluated universe data, it is noteworthy that the universe is comprised of five (5) communities which have not been accepted by the Union. Moreover, there is no evidence that unlike in some communities, the City's universe is one which has been utilized by the parties in prior negotiations or arbitration proceedings. There is no evidence that the same universe was used by the TPSPA negotiators.

It appears that the City's Firefighters are well-positioned vis à vis total compensation when compared to universe Firefighters. While City Firefighters receive more stipends than similarly situated universe Firefighters, their Fiscal Year 2008 base salaries are considerably lower than those of comparable Firefighters. The City contends that the Firefighters' education benefit is superior to that of the TPSPA. A Firefighter with a PhD earns forty percent (40%) of his base salary while Superior Officers receive a thirty percent (30%) maximum benefit. In calculating the profile compensation figures, the City utilized the maximum Education (40%) benefit for its Firefighters. However, no Firefighter receives the forty percent (40%) Education benefit. Even if it is assumed that most Firefighters have attained Master's Degrees or one hundred fifty (150) credits, a Private's compensation would be reduced by \$6,620.26, a Lieutenant's compensation by nearly \$10,000.00, and a Captain's compensation by more than \$10,000.00. Moreover, it appears from

the terms of Article XXXII (Educational Increments), Section 5 that the City guarantees any State shortfall in Quinn Bill payments to the TPSPA, a significant benefit. Furthermore, more precise longevity figures would further reduce total compensation. Therefore, the average City Firefighter compensation is inflated.

The City also argues that Fire Officers receive far more in base salary than do TPSPA members. However, seventy-five percent (75%) of the Firefighters' bargaining unit is comprised of Privates who earn far less in base salary than do TPSPA members. While the panel acknowledges the City's argument that its Firefighters are more highly compensated than the Firefighter universe average, it must be remembered that in the instant negotiations, the City is seeking to buy-out and eliminate the Longevity benefit. The City chose to do so by means of step increases with the TPSPA, the first public safety settlement, and it was certainly foreseeable that the Firefighters would demand the same formula.

The City also contends that the Firefighters' wage increases in combination with the step increases that it proposes result in higher salary augmentation than received by City Nursing Home employees, Clerical employees, and Library employees. It appears that from Fiscal Year 2010 through Fiscal Year 2012, City bargaining unit employees settled for a five and

one-half percent (5.5%) across-the-board wage increase, with no additional steps included. The TPSPA settled for four percent (4%) in the same time period that the wage proposal has been offered and conditionally accepted by the Firefighters' Union, one and one-half percent (1.5%) less across-the-board than other City unions. However, with the TPSPA and the Firefighters, Longevity benefits have been eliminated. It is unknown whether the City sought and successfully negotiated the elimination of the Longevity benefit in the other three (3) contract negotiations with its Nursing Home, Clerical, and Library employees. School-side settlements, including with the Taunton Education Association, were not submitted into evidence. Despite its settlements with other City bargaining units, the City offered and the TPSPA accepted the settlement terms as discussed herein which exceed the compensation value of the Firefighters' award.

The City argues that the Firefighters are not entitled to the same two (2) steps at the same time as the TPSPA because the Firefighters have benefits and stipends in excess of what is currently enjoyed by the TPSPA. The City argues that the Firefighters receive four percent (4%) more in stipends than do the Superior Officers. It appears that Firefighters and TPSPA members receive a roughly equivalent number of stipends. In any event, to the extent that benefit differences exist, the bargaining history quid pro quos are

unknown. While Firefighters receive Hazardous Duty, Apparatus Maintenance and Station Care Allowance stipends and TPSPA members are not so entitled, TPSPA compensation far exceeds that of the majority of Firefighters. It is worthy of note that many Firefighter benefit stipends are based on a Firefighter salary third step (including Officers) while TPSPA rank salaries are used to compute Police Superior benefits. Moreover, the two (2) additional Firefighter step increases are implemented at a later date (January 2, 2011) than the TPSPA steps (July 1, 2010) and require more service (six (6) and twelve (12) years), also reducing their value relative to TPSPA steps.

The City also argues that the Firefighters receive a greater stipend roll-in value because they work more overtime than do TPSPA members. However, Fire Officers are rolling-in seven and one-half percent (7.5%) to the base salary while TPSPA members are rolling in ten percent (10%). Comparing Firefighters' overtime to TPSPA overtime does not result in the complete picture because Police Patrolmen were excluded from the calculation while all Firefighter overtime was considered. Furthermore, it is the City and not the Union that dispenses overtime. Therefore, the City is in a position to control overtime spending.

The panel concludes that two (2) five percent (5%) steps after six (6) and twelve (12) years of service are justified by the evidence.

b. ABILITY TO PAY

The parties do not disagree as to the amount and timing of wage increases, the incorporation of certain stipends into Base Pay, and the incorporation of Longevity benefits into the salary schedule. Therefore, the panel concludes that the City has the ability to pay for the uncontested compensation elements of the award. The sole economic dispute is the number, amount, and timing of the steps. The panel finds that the City has the financial ability to subsidize its step proposal. Therefore, the economic analysis will be focused on the City's ability to fund the Union's step proposal and/or the panel's award to the extent it deviates from the City's or the Union's proposal.

The City argues that it only has the ability to pay for its proposal to the Firefighters' bargaining unit. Following its TPSPA settlement in March, 2010, the City learned in April, 2010 that its Local Aid reimbursement would be reduced by four percent (4%). According to the City, the decrease in Local Aid amount combined with the decrease in local revenues caused in part by the Proposition 2½ formula, severely limited the City's ability to finance increased payroll costs. Moreover, uncontrolled costs have increased by six percent (6%) per year from Fiscal Year 2005 through Fiscal Year 2011 (estimated), according to the City. At the same time, its appropriations have only increased

by three and three-quarter percent (3.75%). The City argues that the increase in uncontrolled costs combined with a decrease in revenue leads to the City's structural budget deficit.

As of July 1, 2009, the City's Free Cash was (\$1,452,098) although it was \$6,498,302 as of July 1, 2008. Fiscal Years 2010 and 2011 are unknown. The following Stabilization Fund transfers were made: Fiscal Year 2008 - \$3,492,374; Fiscal Year 2009 - \$1,456,868; Fiscal Year 2010 - \$3,000,000; Fiscal Year 2011 - \$3,297,773. Mr. Gill Enos, City Budget Director, testified that the City's Free Cash has been transferred to its Stabilization Fund which will be exhausted by June 30, 2011, the end of the current fiscal year. It is common and reasonable practice for an arbitration panel to consider a municipality's Free Cash amount in light of the parties' proposals and a panel's award. Free cash results from a surplus in a city's or town's operating budget, often from payroll savings through attrition. Merely because Free Cash is transferred to another reserve account such as the Stabilization Fund, does not preclude the panel from considering such funds to subsidize an increase in personnel costs.

The evidence reveals that the Fire Department has returned to the City the sum of nearly 1.3 million dollars (\$1,300,000.00) from Fiscal Year 2006 through Fiscal Year 2009. The return of funds shows that the Fire Department

has been operating within its budget, including satisfying personnel costs. In Fiscal Years 2008 and 2009, the Fire Department had unexpended appropriations in the amounts of \$226,983.11 and \$86,474.62 respectively. While the Fire Department's Fiscal Year 2009 and Fiscal Year 2010 budgets were reduced from its prior year's funding, Fiscal Year 2011 budget was virtually level funded.

The City has the financial means to fund its proposal to the Firefighters, including one (1) additional three percent (3%) step at five (5) and ten (10) years of service for Officers and Privates respectively. Therefore, the ability to pay factor is confined to the cost differences between the City's proposal and the panel's award, which is less costly than the Union's proposal. Furthermore, in computing the costs of the additional steps, it is necessary to offset the expense by Longevity benefit costs because the Longevity benefit has been eliminated. Recognizing the limitations on the City's ability to pay among other factors discussed in more detail above, the panel has delayed the additional steps to six (6) and twelve (12) years of service while TPSPA members earn them with three (3) and six (6) years of service.

While Privates currently receive steps, Fire Officers have been limited to one (1) step. Nevertheless, the panel did not accelerate Officer steps vis à vis Privates, further limiting costs. Moreover, the panel has delayed

implementation of the additional steps until January 2, 2011 as compared to TPSPA implementation effective July 1, 2010 further acknowledging constraints on the City's ability to pay. It also required twelve (12) years of service to qualify for the second additional step in lieu of six (6) years (TPSPA) or nine (9) years (Union proposal). Furthermore, wage increases and Base Pay stipend incorporation are "back-loaded" to the last-half of the contract's duration. Across-the-board wage increases have been delayed until the middle of Fiscal Year 2010 (one and one-half percent (1.5%) and the beginning of Fiscal Year 2011 (two and one-half percent (2.5%)) with no wage increase in Fiscal Year 2009. Stipend incorporation into base salaries is also back-loaded with an effective date of July 1, 2010, the beginning of the last contract year. TPSPA stipend roll-in was effective January 3, 2010.

The City has the requisite ability to pay for the two (2) additional steps. Mr. Enos testified that the City's financial condition in Fiscal Year 2011 is virtually the same as in Fiscal Year 2010 when the Municipal Council (Council) expeditiously funded the TPSPA agreement. The Mayor and the Council were certainly aware that the funded TPSPA settlement with its step increases would set a pattern for the Firefighters' and other City employee contracts. While the City does not have an unlimited ability to pay as a result of the current economic downturn, due to its reserves, the contractual compensation

increase delays, and the elimination of the Longevity benefit, it has an ability to pay for the additional steps as awarded by the panel.

4. AWARD:

The panel awards the following:

1. Firefighters (Privates)

Effective January 2, 2011, add a fifth and sixth step to the current four (4) step salary schedule.

Step Five: After six (6) years in the bargaining unit, a five percent (5%) increase in third year Firefighter step;

Step Six: After twelve (12) years in the bargaining unit, a five percent (5%) increase in Step Five

2. Lieutenants, Captains, Mechanics, Deputy Chiefs

Effective January 2, 2011, add a second and third step to the existing one (1) step salary schedule.

Step 2: After six (6) years in the bargaining unit, a five percent (5%) increase in Step 1;

Step 3: After twelve (12) years in the bargaining unit, a five percent (5%) increase in Step 2.

3. Communications Specialists

Effective January 2, 2011, add a second and third step to the existing one (1) step salary schedule.

Step 2: After six (6) years in the bargaining unit, a five percent (5%) increase in Step 1;

Step 3: After twelve (12) years in the bargaining unit, a five percent (5%)

increase in Step 2.

G. LONGEVITY

1. CITY PROPOSAL:

The City proposes eliminating the current Longevity provision.

2. UNION COUNTER-PROPOSAL:

Elimination of current Longevity provision is acceptable if step increases are per the Union's proposal.

3. DISCUSSION:

Per the parties' proposals, it is appropriate to incorporate the Longevity benefit into the salary schedule.

4. AWARD:

Effective January 2, 2011, eliminate current Longevity provision as it is merged into the salary schedule. No City recoupment of Longevity benefits paid before January 2, 2011.

H. COMPENSATION FOR ACADEMIC CREDITS (ARTICLE XXV)

1. CITY PROPOSAL:

The City proposes a passing grade of "C."

2. UNION COUNTER-PROPOSAL:

Reject as unnecessary.

3. **DISCUSSION:**

Currently, no prerequisite grade is required for compensation. However, the panel concludes that it is common practice to require a passing grade prior to receiving compensation.

4. **AWARD**

A passing grade is necessary to receive academic credit and course/textbook reimbursement.

I. **CREDITABLE SERVICE FOR LONGEVITY/VACATION BENEFIT DETERMINATION (ARTICLES V, X)**

1. **CITY PROPOSAL:**

The City proposes providing credit for civil service seniority only.

2. **UNION COUNTER-PROPOSAL:**

Reject as being in City's control.

3. **DISCUSSION:**

While the panel acknowledges the City's arguments for a seniority calculation alteration, it appears that the current formula is based on City hiring practices. The panel will not interfere with the City's hiring methods.

4. **AWARD:**

Status Quo.

J. **CALL/OVERTIME FOR GRIEVANCE MEETING/HEARING (ARTICLES IV, X11)**

1. **CITY PROPOSAL:**

The City proposes eliminating a practice whereby a Firefighter claims overtime benefits for attending a hearing involving his/her grievance.

2. **UNION COUNTER-PROPOSAL:**

The Union rejects the City's proposal as unnecessary as there has been no abuse.

3. **DISCUSSION:**

The current applicable provision has no restriction. The panel decided to allow the Fire Chief twelve (12) calendar days rather than three (3) work days to meet with the Union and the grievant to gather facts concerning the grievance. A longer fact-finding period should eliminate the need of recalling Firefighters to a grievance meeting.

4. **AWARD:**

The Fire Chief has twelve (12) calendar days to meet with the Union's Grievance Committee.

ATTACHMENT A

CITY OF TAUNTON
Communications Policy

Scope of Policy

The intent of this policy is to establish a formal set of guidelines for the request, acquisition and use of all City of Taunton communications systems which include but are not limited to mobile devices, electronic mail, voice mail, facsimiles, land-based, cellular, satellite or other communication systems and related equipment. All employees who use a City issued device and associated systems agree by such use to comply with the expectations outlined in this policy statement.

Authorization

Whenever in this Policy the employee is required to obtain authorization or consent and the person for whom consent or authorization should be obtained is not specified; permission for that specific activity must be given by the Director of Information Technology/Automation.

Acceptable Use
Business Use Only

City issued communication systems are provided at the expense of the City and are to be used solely to conduct City business, not personal business. Employees may not use City issued systems to communicate information, opinions, or comments without authorization from the City. Employees are prohibited from passing off their view as representing those of the City.

The employee must not use City issued systems in a manner that would reflect badly upon the City, such as sending discriminatory or harassing voice-mail, or engaging in any other illegal or tortious activities. Employees may not use the City issued systems for non-City purposes. To the extent that employees are authorized to utilize a mobile device for personal or other business, they shall reimburse City for the usage.

Proper and Improper communication

All employees agree to use City communication systems for proper work related communication. Further the employee agrees not to engage in improper communication. Proper communication is any communication required in the performance of an employee's principal job function that is professional, reasonable and executed with good customer service. Improper communication is any non-work related communication. The Mayor's Office and the Human Resources Department will determine if a communication is considered proper or improper. Notwithstanding the provisions of this paragraph, employees may access news or information via City communication devices provided it is during an authorized or scheduled break and the City incurs no cost.

No Presumption of Privacy

Any and all communications on City systems are not private and security cannot be guaranteed. Passwords and user I.D.'s are designed to protect the City's confidential, private and/or proprietary information from outside third parties, not to provide employees with personal privacy in the messages.

Employees should assume that any communications that they create, send, receive, or store on City systems may be read or heard by someone other than the intended recipient.

City's Right to Monitor Messages

The City reserves the right to monitor, access, retrieve, read, and disclose to law enforcement officials or other third parties all messages created, sent, received, or stored on the City's Systems without prior notice to the originators and recipients of such messages. Authorized personnel may monitor the communications of employees to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the City, or any violations of this Policy or any other City policy.

Message Restrictions

Communications on City systems may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive, or derogatory, including but not limited to sexual comments or images, racial or ethnic slurs, or other comments or images that would offend someone on the basis of race, gender, national origin, sexual orientation, religion, political beliefs, or disability. Language used in communications created, sent or forwarded by employees using the City's Systems or use by employees in the course of their employment shall be professional and business like.

Ownership of Messages, Hardware, Access or Telephone Numbers

The City systems and all information stored on them are property of the City. All information and messages *whether City-related or personal* that are created, sent, received, accessed, or stored on these systems constitute City records. Any hardware issued by the City remains the property of the City. Any telephone numbers or other access numbers are issued by the City and remain the property of the City. The City solely reserves the right to transfer, discontinue or port any telephone or access numbers.

Violations

Violations of this Policy, including breaches of confidentiality or security, may result in suspension of communication privileges, disciplinary actions, and even termination. The City reserves the right to hold the employee personally liable for any violations of this Policy.

Record Retention

As with paper documents created and received by an employee, it is each employee's responsibility to ensure that those electronic messages that should be retained or deleted are done according to the State's Record Retention Policy <http://www.sec.state.tx.us/ore/orendf/ruide.html>

Prohibited Activities

Employees may not use the City's Systems to: (a) upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or other confidential, private, or proprietary information or materials without the City's authorization; (b) upload, download, or otherwise transmit any illegal information or materials; (c) upload, download, access, create, distribute, or otherwise transmit sexually

60

explicit materials or participate in the viewing of such materials; (d) gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way (nor may employees - without authorization - use someone else's code or password or disclose anyone's code or password, including their own); (e) enable unauthorized third parties to have access to or use the City's Systems, or otherwise jeopardize the security of the City's electronic communications systems; and (f) engage in any other inappropriate, illegal or tortious activities.

While on City premises, at no time, may users access inappropriate websites, such as - those hosting pornography, obscene materials or gambling enterprises. The City will not engage in the inspection or other form of monitoring of an employee's personal laptop or any other personal equipment with internet access capabilities.

The use of any element of the City's computer system including internet access located on City property, for the receipt or transmission of information disparaging to either based on race, national origin, sex, sexual orientation, age, disability, or religion is not permitted under any circumstances.

Message Creation

Employees must use the utmost care in creating messages on the City's systems. Even when a message has been deleted, it may still exist on a back-up system, be recreated, be printed out, or may have been forwarded to someone else without its creator's knowledge. As with paper records, proper care should be taken in creating electronic records, which can affect the City's reputation and which the City may some day have to produce in connection with a lawsuit.

Only Approved Software To Be Used

Before any software may be used within the City on any of the City's Systems, the software must be virus tested and approved for use by the Director of Information Technology/Automation and each copy must be registered with the City. No copy of software may be used unless the City has a valid license to use that copy. Employees are not permitted to make additional copies of any software, without authorization and proper registration of the copy. Use or distribution of all licensed software or all licensed copies of software is not only against City policy, it is also illegal. All software must be stored in the Computer Department unless otherwise authorized by the Automation Director.

Viruses

Any files downloaded from the internet and any computer disks received from non-City sources must be scanned with virus detection software before installation and execution. The introduction of viruses, attempts to breach system security, or other malicious tampering with any of the City's systems is expressly prohibited. Employees must immediately report any viruses, tampering, or other system breaches to the Director of Information Technology.

Selling and Purchasing

City's standard purchase and sale policies apply to all purchase and sales-related activities conducted via the City's Systems.

Uploading to City Web Site/Internet

61

Employees must not place City or customer material - such copyrighted software or other materials, internal memos, City trademarks - on the City Web site or any publicly accessible Internet, unless the posting of these materials has first been approved by the Director of Information Technology.

Monitoring

To help insure that compliance with this Policy, authorized City representatives may monitor the use of the City's Systems from time to time. This may include listening to stored voice-mail messages, reading e-mail messages and inspecting any other computer systems files or information.

Mobile Communications

Criteria for requesting a mobile communications device

In order for an employee to be eligible to receive a city issued mobile communications device the employee must meet at least one or more of the following criteria:

- Employee is required to be on-call on a 24 X 7 basis
- Employee's principal job function requires regular travel and is considered a mobile employee
- Employee is a member of the City of Taunton Emergency Team as established by the Mayor
- Certain public safety employees may be eligible for a city issued mobile communications device
- Under certain circumstances as authorized by the Mayor

Procedure for obtaining a mobile communications device

Any employee or department manager requesting a city issued mobile communications device must adhere to the following procedure:

- The employee must sign the Mobile Communications Policy acknowledging their understanding of the acceptable use of mobile communication devices.

Monitoring of Mobile Communications

To help insure compliance with this Policy, the City reserves the right for authorized City representatives to monitor the use of the City's Systems. This may include, but not be limited to, reviewing account activity, changing passwords and listening to stored voice-mail messages.

All mobile communications usage will be monitored quarterly by the Information Technology Department. The City of Taunton reserves the right to discipline any employee who fails to comply with the Mobile Communications Policy. Departments may be required to seek a transfer of funds to cover any costs related to improper or uncontrolled communications on city issued devices or systems.

Departments with employees who have been issued mobile communication devices will be financially responsible for overages incurred by excessive, uncontrolled or improper usage. In certain instances the employee may be required to reimburse the City of Taunton for the costs of improper communications on city issued devices or systems.

62

Effective Date: The effective date of this policy will be the date upon which it is finally accepted by this collective bargaining unit.

Discipline: The disciplinary action resulting from infractions of this policy shall be subject to the terms of any applicable collective bargaining agreement and contract including the just cause, grievance and/or arbitration provisions pursuant to Section 103(O) of Chapter 41 of the General Laws. No employees may be disciplined for violations of this policy occurring prior to the effective date of the policy.

Applicability: Provisions of this policy shall be subject to superseding provisions including any amendments hereto of any contract pursuant to MGL Chapter 150E and MGL Chapter 41, Section 103(O).

I acknowledge that I have received the City of Taunton Communication's Policy

Signature

Printed Name

Date

63



CITY OF TAUNTON FIRE DEPARTMENT

50 School Street
Taunton, MA 02780
Tel. (508) 821-1452 • Fax (508) 821-1495

TIMOTHY J. BRADSHAW
Chief of Department

KATE GOVER
Administrative Assistant

December 16, 2010

Rose Marie Blackwell
City Clerk
Taunton City Hall
141 Oak Street
Taunton, Ma. 02780

**RE: 15-17 Winthrop Street
Lounge 44**

Dear Ms. Blackwell;

Per your request; please forward to the City Council the following information update for the property located at 15-17 Winthrop Street:

- Presently there is no Firewatch on this building.
- At this time both the alarm system and sprinkler system in the building is fully operational and functioning.
- Mr. Michael O'Donnell has recently purchased the mortgage on the building.
- The recent Firewatch cost of \$14,183.46 is being addressed by Attorney Estey who is in the process of filing a municipal lien to guarantee payment is made.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy J. Bradshaw", with a long, sweeping underline.

Timothy J. Bradshaw
Chief of Department

cc: Mayor Charles Crowley

64



CITY OF TAUNTON FIRE DEPARTMENT

50 School Street
Taunton, MA 02780
Tel. (508) 821-1452 • Fax (508) 821-1495

TIMOTHY J. BRADSHAW
Chief of Department

KATE GOVER
Administrative Assistant

December 16, 2010

Rose Marie Blackwell
City Clerk
Taunton City Hall
141 Oak Street
Taunton, Ma. 02780

Dear Ms. Blackwell;

I am formally requesting the City Council transfer available funds from my Grant & Gift Appropriation Accounts in the amount of **One Hundred Sixty Four Thousand Four Hundred Seventy Five Dollars and Sixty Cents (\$164,475.60)** be transferred into the Department's Salary & Wage Account and Firefighting Supplies Account.

Attached find the backup documentation detailing the cost itemizations for this request.

Thank you for your assistance in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Timothy J. Bradshaw", with a long horizontal flourish extending to the right.

Timothy J. Bradshaw
Chief of Department

cc: Mayor Charles Crowley
Clerk of Council Committee
City Auditor

65

COUNCIL ORDER TRANSFER REQUEST

DATE: 12/16/2010

DEPARTMENT REQUESTING: FIRE

AMOUNT REQUESTING: \$146,975.60

REASON FOR REQUEST: TRANSFER MONIES E911 GRANT MONEY FROM GENERAL FUND TO SALARIES & WAGES/ THEN TO EDUCATION REIMBURSEMENT

Please list bellow the account number/name for the requested transfer.

If requesting monies from AVAILABLE FUNDS check here: X

TRANSFER FROM: 24-220-6370-5127-0 TRANSFER TO: 1-220-201-5119

Name: 911 SUPPORT & STAFF GRANT Name: SALARIES & WAGES

Amount \$: \$87,544.68 Amount \$: \$ 87,544.68

TRANSFER FROM: 20-220-6020-4580-10-0 TRANSFER TO: 1-220-201-5119

Name: FIRE ARRA STAFFING GRANT Name: SALARIES & WAGES

Amount \$: \$59,430.92 Amount \$: \$59,430.92

DEPARTMENT HEAD SIGNATURE: 

Timothy J. Bradshaw
Chief of Department

TITLE: _____

TO BE COMPLETED BY CLERK OF COUNCIL COMMITTEE:

DATE REFERRED TO COMMITTEE ON FINANCE AND SALARY: _____

The above request is hereby: _____ Approved _____ DENIED

DATE APPROVED: _____

AVAILABLE FUNDS TO BE USED (IF REQUESTED): _____

IF DENIED, REASON FOR DENIAL: _____

COUNCIL ORDER NUMBER ASSIGNED: _____

FOR COUNCIL ORDER TRANSFERS PLEASE FILL OUT THIS FORM, WITH A FORMAL COVER LETTER REQUESTING THE TRANSFER AND SEND A COPY OF BOTH THE LETTER AND THIS FORM TO THE FOLLOWING:

- City Clerk-Original*
- Mayor's Office*
- Clerk of Council Committee*
- City Auditor*

Colo

COUNCIL ORDER TRANSFER REQUEST

DATE: 12/16/2010

DEPARTMENT REQUESTING: FIRE

AMOUNT REQUESTING: \$17,500.00

REASON FOR REQUEST: TRANSFER MONIES FROM SALARIES & WAGES TO FIXED AND SUPPLIES & MATERIALS ACCOUNT

Please list below the account number/name for the requested transfer.

If requesting monies from AVAILABLE FUNDS check here: X

TRANSFER FROM: 27-220-6723-4835 TRANSFER TO: 1-220-202-5581

Name: FIRE GIFT APPROP. ACCT. Name: FIREFIGHTING SUPPLIES

Amount \$: \$17,500.00 Amount \$: \$17,500.00

TRANSFER FROM: _____ TRANSFER TO: _____

Name: _____ Name: _____

Amount \$: _____ Amount \$: _____

DEPARTMENT HEAD SIGNATURE: 

TIMOTHY J BRADSHAW
CHIEF OF DEPARTMENT

TITLE: _____

TO BE COMPLETED BY CLERK OF COUNCIL COMMITTEE:

DATE REFERRED TO COMMITTEE ON FINANCE AND SALARY: _____

The above request is hereby: _____ Approved _____ DENIED

DATE APPROVED: _____

AVAILABLE FUNDS TO BE USED (IF REQUESTED): _____

IF DENIED, REASON FOR DENIAL: _____

COUNCIL ORDER NUMBER ASSIGNED: _____

FOR COUNCIL ORDER TRANSFERS PLEASE FILL OUT THIS FORM, WITH A FORMAL COVER LETTER REQUESTING THE TRANSFER AND SEND A COPY OF BOTH THE LETTER AND THIS FORM TO THE FOLLOWING:

- City Clerk-Original
- Mayor's Office
- Clerk of Council Committee
- City Auditor



CHIEF
EDWARD J. WALSH

The City of Taunton
Police Department
23 Summer Street
Taunton, Massachusetts 02780

Telephone: (508)821-1471
Facsimile: (508) 828-9315
www.tauntonpd.com

67

December 14, 2010

To : Chief Edward J. Walsh
From : Bruce A. Pontes, Safety Officer
Re: Fremont Street

On the issue with the gate to access road on Fremont Street to the Myles Standish Industrial Park.

I have talked with Richard Shafer, Director of Industrial Development Commission who stated that Aggregate Industries has control of gate to access road. That Aggregate closes and locks gate at night and unlocks and opens gate in morning on a daily basics. I spoke with Aggregate employee at the truck scale at their Fremont Street site and was advised that he is the person who unlocks gate in morning and an employee locks gate at the end of work day. I was also told that a few weeks ago the gate was left open for a couple of days for some unknown reason.

At this time the access road is for the use of Aggregate trucks to come and go from Fremont Street site, at sometime in the future the City will take control of access road to access this area of the Industrial Park.

Respectfully
Bruce A. Pontes

RECEIVED

12-15-10

12-15-10

68



CITY OF TAUNTON POLICE DEPARTMENT

CHIEF
EDWARD JAMES WALSH

23 SUMMER STREET
TAUNTON, MA 02780
(508) 821-1471
December 14, 2010

Councilman Jason Buffington, Chairman and
and Members of the Committee on Police and License
City Hall
141 Oak Street
Taunton, MA 02780

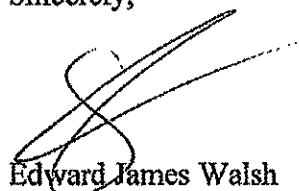
Dear Councilman Buffington:

At a recent meeting of the Police and License Committee the committee directed me to start a Tiger Team to address issues relative to 272 Winthrop Street. It was also requested that an update be provided in three weeks. Please find the following information concerning the status of this action.

- 1) I have physically visited the location twice since the last meeting, taken pictures and spoke with the owners concerning the property. They have indicated to me that they believe that the property adjacent to 268 Winthrop Street where vehicles are being store is actually 274 Winthrop Street. Based upon the City Assessor's paper and electronic maps, as well as Google Maps, 272 Winthrop Street appears to be enveloped by 274 with a strip of land behind and to the side between 272 and 268 Winthrop Street. I retrieved the deed for 272 Winthrop Street and had the City Engineer plot the property description in Autocad and based upon the deed description, the lot is oblong and matches the Taunton GIS plan for the location, not the aforementioned Assessors or Google Maps.
- 2) I had a tiger team meeting on this property which included the City Solicitor, Building Superintendent, Building Commissioner, Zoning Enforcement Officer (ZEO), Fire Chief, Board of Health and the TEMA Director. Based upon this meeting the ZEO will initiate daily violation notices to the property owner with follow up, if needed, in Taunton District Court by the City Solicitor. The City Solicitor has indicated that she will initiate a parallel action in Superior Court for the zoning code violations.

If you have any questions on this matter, or if I can be of any further assistance, feel free to contact me at 508-821-1471 x120.

Sincerely,


Edward James Walsh
Chief of Police

RECEIVED
12-15-10
Dept. of Comm. Affairs

69.

CITY OF TAUNTON

MASSACHUSETTS

DEPARTMENT OF PUBLIC BUILDINGS



CITY HALL
15 SUMMER STREET
TAUNTON, MA 02780-3464
(508) 821-1015
FAX (508) 821-1019

ROBERT P. PIROZZI
BUILDING COMMISSIONER
CHIEF OF INSPECTIONS

MARY JANE BENKER
BUILDING INSPECTOR
ZONING ENFORCEMENT OFFICER

December 17, 2010

Honorable Mayor Charles Crowley
Members of the Municipal Council
City Hall
Taunton, MA 02780

Dear Mayor and Councilors:

I am in receipt of your request concerning costs incurred by the Lounge 44. Be advised, I have neither been involved with enforcement action nor have incurred any costs at the property.

Respectfully,

Robert Pirozzi
Building Commissioner

RP/ja



DECEMBER 21, 2010

HONORABLE CHARLES CROWLEY, MAYOR
COUNCIL PRESIDENT DEBORAH A. CARR
AND MEMBERS OF THE MUNICIPAL COUNCIL

PLEASE NOTE:

THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR **TUESDAY, DECEMBER 21, 2010 AT 5:30 P.M.** IN THE NEW **ELIZABETH POLE SCHOOL, 215 HARRIS STREET, TAUNTON, MA**

5:30 P.M.

THE COMMITTEE ON FINANCE AND SALARIES

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW MATTERS IN FILE

THE COMMITTEE ON POLICE AND LICENSE

1. MEET WITH THE POLICE CHIEF & DETECTIVE SMITH ON THE FOLLOWING APPLICATIONS FOR RENEWAL OF CLASS II LICENSES:
 - A. ADVANTAGE AUTOMOTIVE, 600 WINTHROP STREET
 - B. AFTER HOURS AUTO SALES, 20 NORTH AVENUE
 - C. AMORIM AUTO SALES, INC., 265 LONGMEADOW ROAD
 - D. BRISTOL MOTORS, 147 FREMONT STREET
 - E. BORGES AUTO CENTER, INC., 157 DEAN STREET
 - F. CAMBRA'S AUTO SALES, 117 SUMMER STREET
 - G. COSTA'S SERVICE CENTER, 28 LEONARD STREET
 - H. COUNTY STREET MOTORS, 603 COUNTY STREET
 - I. CRUISIN' CLASSICS, 632 WINTHROP STREET
 - J. FOGG AUTO SALES INC., 346 WINTHROP STREET
 - K. LOFTUS AUTO CITY INC., 450 WINTHROP STREET
 - L. LOPES USED TRUCK & EQUIPMENT SALES D/B/A G. LOPES CONSTRUCTION INC., 490 WINTHROP STREET
 - M. M & M SERVICE CENTER, INC. D/B/A BROADWAY GETTY, 63 BROADWAY
 - N. MIKE'S AUTO SALES, 594 WINTHROP STREET
 - O. NEW ENGLAND AUTO, 157 W. WATER STREET
 - P. PERRY'S SERVICE STATION, 143 BROADWAY

PAGE TWO

MUNICIPAL COUNCIL COMMITTEE AGENDA – CONTINUED

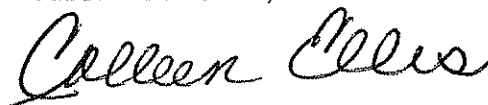
- Q. PROFESSIONAL CAR ZONE, 381 WEIR STREET
 - R. SCOTT'S SERVICE CENTER, INC., 129-131 INGELL STREET
 - S. TAUNTON SERVICE CENTER, INC. D/B/A TAUNTON SERVICE CENTER AUTO SALES, 48 BROADWAY
 - T. TUCAN AUTO SALES, 295 BROADWAY
 - U. WALT'S AUTO SPECIALTY INC., 289 BROADWAY
 - V. WESTVILLE AUTO, 380 WINTHROP STREET
 - W. WINTHROP STREET MOTORS, INC., 347 WINTHROP STREET
2. MEET TO REVIEW MATTERS IN FILE

6:00 P.M.

THE COMMITTEE OF THE COUNCIL AS A WHOLE

- 1. MEET FOR INTERVIEWS FOR THE POSITION OF TREASURER/COLLECTOR
- 2. MEET FOR A PRE-REVIEW HEARING ON SPECIAL PERMIT/SITE PLAN REVIEW TO ALLOW A RESTAURANT WITH ENTERTAINMENT/FUNCTION ROOM AT 64 WEIR STREET
- 3. MEET WITH THE POLICE CHIEF AND FIRE CHIEF FOR AN UPDATE ON THE PROGRESS OF THE INVESTIGATION REGARDING THE FIRE AT CITY HALL
- 4. MEET WITH THE DIRECTOR AND COMMISSIONERS OF PARKS, CEMETERIES & PUBLIC GROUNDS, THE CONSERVATION COMMISSION, CITY SOLICITOR, CITY TREASURER/COLLECTOR, CITY AUDITOR AND CATHAL O'BRIEN WATER DIVISION SUPERVISOR TO DISCUSS THE SOPER FUND, BONDING ISSUES AND LAND USE OF THE PROPERTY ON WARNER BOULEVARD.
- 5. MEET TO REVIEW MATTERS IN FILE

RESPECTFULLY,



COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES

PLEASE NOTE :

*The Committee Meetings
and
The Municipal Council Meeting*

*Scheduled For
Tuesday, December 28, 2010
will be held on
Monday, December 27, 2010*

*Beginning at
7:30 IN THE MORNING*

*At the Temporary City Hall,
Maxham School, 141 Oak Street*

*The Municipal Council Meeting
will immediately follow*

*Rm Blacner
City Clerk*