



## **AGENDA – SEPTEMBER 6, 2011**

### **INVOCATION ROLL CALL RECORDS**

#### **HEARING:**

On the petition for a Special Permit submitted by Richard Feodoroff, Oscar Squared, Inc., 54 Longmeadow Road, Taunton to allow a 24-unit condominium development at 228 Berkley Street, Taunton located in the Urban Residential District.

- Com. from Richard Feodoroff, Oscar Squared, Inc. - Requesting a continuation of this hearing

### **COMMUNICATIONS FROM THE MAYOR**

- Presentation of commendation to Irene Fernandes

### **APPOINTMENTS**

### **COMMUNICATIONS FROM CITY OFFICERS**

- Pg. 1-2 Com. from Police Chief – Requesting a transfer of funds
- Pg. 3-47 Com. from Human Resource Director – Submitting the Local 1144-A Laborer’s Contract
- Pg. 48 Com. from William Francis Galvin, Secretary of the State – Notifying of approval to re-divide the City of Taunton into wards and precincts
- Pg. 49 Com. from Assistant City Solicitor – Providing an opinion on Constable fees to be paid to the City
- Pg. 50-55 Com. from Building Commissioner – Submitting the Building Permit Record for the month of August 2011
- Pg. 56 Com. from Board of Assessors – Notifying of certification of FY2012 real estate and personal property values
- Pg. 57 Com. from Andrew Hopgood, President, Clarewood Homes, Inc. 55 Winthrop Street #2, Rehoboth requesting waiver of a five-year moratorium for Elm Street

## **PETITIONS**

### **Claim**

Claim submitted by David Raposa, 296 King Street, Raynham seeking reimbursement for damages to his automobile from hitting a pothole on Tremont Street across from Glebe Street.

### **Miscellaneous**

Decision of the Development Impact Review Board on the petition for the Departmental Site Plan Review submitted by Thomas Hoye, 28 Marcia Bliss Way, Taunton for a 20 seat ice cream parlor with take out at 337 Winthrop Street which is located in the Highway Business District. **(Informational Only)**

Departmental Site Plan Review for truck scales at an existing salt storage facility at 37 Cushman Street located in the Industrial District submitted by Louis Gallo, Gallo Construction Co., Inc. P.O. Box 443, Sagamore. **(Informational Only)**

Departmental Site Plan Review for a auto sales use in conjunction with the auto repair and convenience store at 148 Tremont Street located in the Urban Residential District submitted by Jerry Olaniyan, 69 Tremont St., Taunton. **(Informational Only)**

## **COMMITTEE REPORTS**

## **UNFINISHED BUSINESS**

- **Executive Session** – Meet to discuss the status of negotiations with all bargaining units of the City of Taunton, any outstanding issues with regard to negotiations, and progress made with regard to said issues

## **ORDERS, ORDINANCES AND ENROLLED BILLS**

## **NEW BUSINESS**

- **Executive Session** – Meet to discuss pending legal matters of outstanding sewer betterment.

**Respectfully submitted,**



**Rose Marie Blackwell  
City Clerk**



August 29, 2011

Rose Marie Blackwell, City Clerk  
City of Taunton  
Temporary City Hall  
141 Oak Street  
Taunton. MA 02780

Re: Public Hearing  
228 Berkley Street  
Taunton, MA 02780

Dear Ms. Blackwell,

I respectfully request that the public hearing for the 24-unit condominium development at 228 Berkley Street, Taunton, currently schedule for 7:00 P.M. on Tuesday, September 6, 2011, be re-scheduled/continued to Tuesday, October 18, 2011.

I would also request that the pre-hearing scheduled for Tuesday, August 30, 2011, be rescheduled for Tuesday, October 4, 2011. I believe holding the pre-hearing closer to the public hearing would be more beneficial to Council members.

Any consideration you can give me in this matter would be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard O. Feodoroff", written over a horizontal line.

Richard O. Feodoroff  
President & Treasurer

Hand Delivered





# The City of Taunton Police Department

23 Summer Street  
Taunton, Massachusetts 02780

Telephone: (508)821-1471

Facsimile: (508) 828-9315

[www.tauntonpd.com](http://www.tauntonpd.com)

Edward J. Walsh  
Chief of Police

Mayor Charles Crowley  
Members of the Municipal Council

August 29, 2011

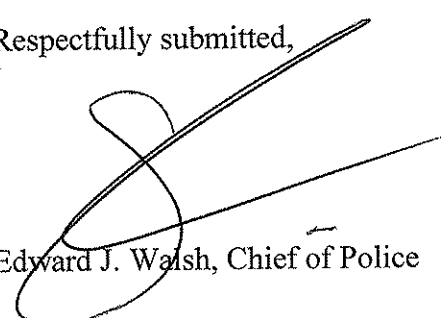
Dear Mayor Crowley and Councilors,

I respectfully request to transfer funds in the amount of: \$15,000.00

Please refer to the attached form(s).

If you should have any questions regarding the above, please feel free to call this office.

Respectfully submitted,



Edward J. Walsh, Chief of Police

**Council Order Transfer Request**

Date: 8/29/11

Department Requesting: Police

Amount Requesting: \$15,000.00

Reason for Request: to purchase/repair computer equipment

\*\*\*\*\*

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

If requesting monies from AVAILABLE funds check here:

Transfer From: 1-210-201-5197

Name: Unused Vacation BuyBack

Beginning Balance: \$ 100,000.00

Amount: \$ 15,000.00

Balance Remaining: \$ 85,000.00

\*\*\*\*\*

Transfer To: 1-210-202-5250

Name: Computer Equipment

Beginning Balance: \$ 20,000.00

Amount: \$ 15,000.00

New Balance: \$ 35,000.00

Transfer From:

Name: \_\_\_\_\_

Beginning Balance: \_\_\_\_\_

Amount: \_\_\_\_\_

Balance Remaining: \_\_\_\_\_

Transfer To:

Name:

Beginning Balance:

Amount:

New Balance:

Department Head Signature: \_\_\_\_\_

Title: Chief of Police

\*\*\*\*\*

TO BE COMPLETED BY CLERK OF COUNCIL COMMITTEE:

Date Referred to Committee on Finance & Salaries:

The above request is hereby:             Approved             Denied

Available funds to be used (if requested):

If denied, reason for denial:

Council Order Number Assigned:

\*\*\*\*\*

FOR THE 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




**CITY OF TAUNTON  
MASSACHUSETTS**

-----  
**HUMAN RESOURCES DEPARTMENT**

**Maria V. Gomes**  
*Director*  
**Sandra B. Peavey**  
*Office Manager*

City Hall  
141 Oak Street  
Taunton, MA 02780  
(508) 821-1060  
FAX (508) 821-1066

**MEMORANDUM**

TO: Municipal Council  
FROM: Maria V. Gomes   
DATE: August 29, 2011  
RE: Local 1144-A Laborer's Contract

.....

On behalf of Mayor Crowley, I am forwarding the Massachusetts Laborers' District Council Public Employees Union 1144 (A) contract. The contract covers a three year period from July 1, 2009 to June 30, 2012. The Memorandum of Agreement has been included in the body of the contract. Please contact me if you have any questions about the contract.

Thank you.

CC: Mayor Charles Crowley

City of Taunton

August 23, 2011

Current Budgeted (FY12)	\$2,952,476.89
Amount paid out FY12 (July 1-Aug. 15, 2011)	<u>\$361,867.84</u>
<b>Total</b>	\$2,590,609.05
Amount to be paid FY12 (Aug. 16-June 30, 2012)	<u>\$2,719,097.57</u>
<b>Total</b>	-\$128,488.51
Less Bonus Amount	<u>\$7,400.00</u>
<b>Final Amount</b>	-\$135,888.51

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 16th day of August, 2011 by and between the City of Taunton and the Massachusetts Laborer's District Council, Local 144 (A) Laborer's Union. The purpose of this Memorandum of Agreement is to re-open for wages and extend the Collective Bargaining Agreement between the parties, which expires on June 30, 2009. To the extent that this memorandum does not modify the Collective Bargaining Agreement, then said Collective Bargaining Agreement shall remain in full force and effect.

NOW THEREFORE, the parties, having bargained collectively pursuant to Chapter 150E of the General Laws do hereby agree to the following revisions/amendments/modifications to the Collective Bargaining Agreement which expires on June 30, 2009 and the parties agree to extend the contract for three years.

1. ARTICLE XXVII-TERMINATION AND EXTENSION OF AGREEMENT

The contract will extend through June 30, 2012.

2. ARTICLE XXVI -PAYROLL & WAGES (New Article number)

Section 1.

- FY '10- July 1, 2009--June 30, 2010 -0% ATB (Across the Board)
- FY '11- July 1, 2010- June 30, 2011 -0% ATB
- FY '12- Upon Ratification -June 30, 2012 - 5% increase ATB

A onetime \$100.00 signing bonus will be paid to all employees on the first pay date in December 2011

Section 2. -DIRECT DEPOSIT

Effective July 1, 2011 or at a date following, employees will be required to enroll in direct deposit.

3. ARTICLE XVI, -CLASSIFICATIONS p.16

Replaces Section 8.-The payday may be changed from Thursday to Friday at the option of the City provided that all other Unions in the City agree.  
Old Section 8 delete.

4. ARTICLE VIII-SICK LEAVE

Add Section 9:

The City will utilize its sick time policy should they identify a pattern of abuse. The policy is on file with the Human Resources Department and has been placed on file in cases with the Civil Service Commission.



5. ARTICLE XXII- GRIEVANCE PROCEDURE

Insert the following to the end of Section 4a. to replace the last sentence:

"Either party may submit to the American Arbitration Association or if the parties mutually agree, they may submit their request to the Division of Labor Relations".

6. ARTICLE XX- Section 1-CLOTHING ALLOWANCE

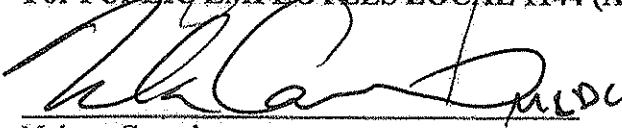
Effective July 1, 2012 Clothing allowance (\$575.00) will be rolled in to the base pay. (i.e. (\$575.00/52)/40=.2764 cents per hour (rounded to the nearest penny). All language in Section 1 will be deleted except "All employees covered by this Agreement where applicable shall receive rubber gloves, rain boots and rain gear. The City will provide work gloves, and rubber gloves as needed."

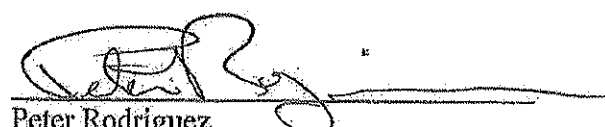
SIGNED THIS 16 DAY OF Aug, 2011

Approved as to Form and Content:

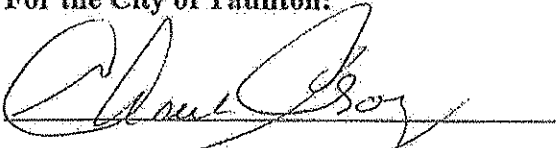
  
Peter Berry, Acting City Solicitor

For PUBLIC EMPLOYEES LOCAL 1144 (A) Laborers:

  
Nelson Carneiro

  
Peter Rodriguez

For the City of Taunton:

  
Mayor Charles Crowley

# AGREEMENT

between

**CITY OF TAUNTON, MASSACHUSETTS**

and the

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL**

in behalf of

**PUBLIC EMPLOYEES' LOCAL UNION 1144(A)**

of the

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO**



**DEPARTMENT OF PUBLIC WORKS  
PARKS, CEMETERIES & PUBLIC GROUNDS  
CITY HALL - LIBRARY & POLICE CUSTODIANS**

**July 1, 20069 - June 30, 201208**

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**AGREEMENT**

THIS AGREEMENT entered into by and between the City of Taunton, Massachusetts, hereinafter referred to as the Employer, and the Massachusetts Laborers' District Council, in behalf of Public Employees Local Union 1144, Laborers' International Union of North America AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

**DECLARATION OF PRINCIPLES**

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, age, national origin or Union activity.

**ARTICLE I**  
**UNION RECOGNITION - AGENCY SHOP FEES**

**Section 1. Recognition (Bargaining Unit):**

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all such employees of the Parks, Cemeteries and Public Grounds Department, Department of Public Works, Library, and City Hall Custodians, but excluding all Department Managers, Office Managers, Chief Operator and Sanitary Engineer at the Water Treatment Plant and Superintendents of each Department.

**Section 2.**

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

**Section 3. Agency Shop Fee:**

An employee is not required to become a member of the Union in order to retain employment, but is required to pay, through payroll deductions, to the Union an amount equal to regular monthly dues as his/her fair share of the cost of representation by the Union for the benefits of such representation which he/she enjoys equally with Union members.

**Section 4. Dues and Fees Check off:**

The Employer agrees to deduct Union dues and agency service fees from the employees pay upon receipt of proper authorization and remit such amounts to the Secretary-Treasurer of Public Employees Local Union 1144.

**Section 5. Union Meetings:**

Elected Union officials shall be granted time off with pay to attend: a) all scheduled Local Union meetings, b) all meetings of the Massachusetts Laborers' District Council, and c) as delegates for International LIUNA, regional and state AFL-CIO conventions.

**ARTICLE II**  
**EMPLOYEE RIGHTS**

**Section 1.**

All benefits, working conditions and privileges enjoyed by the employees covered by this Agreement prior to this Agreement shall continue in effect unless specifically waived in this Agreement or otherwise modified by this Agreement.

**Section 2. Employee Rights and Obligations:**

Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of the Union representative; to engage in other

lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any and all such activities. In the exercise of such rights, the employee shall be free from any discrimination in regard to tenure, promotion or other condition of employment. The Union agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

**ARTICLE III**  
**RIGHTS OF MANAGEMENT**

**Section 1. Rights of Management:**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the Employer, including but not limited to, the right to manage the affairs of the City and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted, including the contracting out of work; to determine the schedule and hours of work and the assignment of employment to employees; to establish new job classifications and job duties and functions, and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain, discipline, suspend, demote and discharge employees with just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Department.

**Section 2. Department of Public Works:**

In accordance with City Ordinance, there is a Municipal Department of Public Works whose function and duties are administered by a Commissioner. The Commissioner of the Department of Public Works shall be empowered with the authority to direct, supervise, and manage all City employees comprising the Department of Public Works, including the Street & Drains, Sewer, Water, Building, Engineering, VMD and Sealer of Weights and Measures in all City

projects where more than one department is involved and said public works projects to be determined at the discretion of said Commissioner.

**Section 3. Emergencies:**

The Mayor retains the right to declare an emergency and, in cases thereof, to direct all municipal employees; to take appropriate action to relieve said emergency condition or conditions. In the absence of the Mayor, the President of the Municipal Council shall have the authority to declare emergencies and to take appropriate action to relieve said emergency condition or conditions.

**ARTICLE IV**  
**CIVIL SERVICE/SENIORITY**

**Section 1.**

The Union and the Employer agree and recognize that when employees covered by this Agreement are Civil Service Employees and are covered by Chapter 31 of the General Laws, it is agreed that all rules and Civil Service Rules Chapter 31 shall be adhered to. It is also agreed that if any provision of this Agreement is in contravention of the laws or regulations of the United States of America or the Commonwealth of Massachusetts, such provision shall be superseded by the appropriate provision of such a law or regulation so long as the same is in full force and effect; but all other provisions of this Agreement shall continue in full force and effect.

The City agrees to fill all vacant positions in accordance with Civil Service Rules and Regulations. The City shall make every effort to properly train personnel prior to assuming a new position and shall constantly strive to prepare employees for advancement.

**Section 2. Permanent and Provisional Civil Service Employees & Probationary Period.**

All permanent and provisional Civil Service Employees on the employment rolls of the City as of July 1, 1983 are covered by this Agreement and shall be entitled to all the benefits and privileges provided herein.



All permanent and provisional employees shall be entitled to all benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment.

**ARTICLE V**  
**GROUP INSURANCE**

**Section 1:**

The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association (MIIA) Health Benefits Trust, effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following providers under the following plans:

HMO Policy (HMO Blue New England):

Existing employees (as of June 1, 2004): City – 77%/Employee – 23%

New hires (hired after June 1, 2004): City – 75%/Employee – 25%

Indemnity Plan (Blue Care Elect PPO):

City – 75%/Employee – 25%

In the event that MIIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments. The City shall immediately notify the Local 1144 and the parties shall bargain over the proposed change. In the event that the proposed change is implemented, the City shall bargain with Local 1144 over the impact of the change.

**Section 2.**

The Employee's percentage share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

**Section 3. Health Insurance Reopener.**

In the event that the City of Taunton agrees to pay or, in fact, pays more than seventy-five percent (75%) of the cost of health insurance coverage for any of its employees, then the City will immediately notify the Union of said agreement or payment, and will immediately reopen this Agreement to renegotiate the

percentage of the cost of health insurance for unit employees to be paid by the City.

**ARTICLE VI**  
**HOLIDAYS**

**Section 1.**

Regular employees shall be paid for each of the following holidays, and for all State declared holidays unless said employee is held ineligible due to reasons noted in Section 1 (b).

- |                                    |                               |
|------------------------------------|-------------------------------|
| <i>½ workday before New Year's</i> | <i>Independence Day</i>       |
| <i>Labor Day</i>                   | <i>New Year's Day</i>         |
| <i>Columbus Day</i>                | <i>Martin Luther King Day</i> |
| <i>Veterans' Day</i>               | <i>Washington's Birthday</i>  |
| <i>Thanksgiving Day</i>            | <i>½ Day Good Friday</i>      |
| <i>Day after Thanksgiving Day</i>  | <i>Patriots' Day</i>          |
| <i>½ workday before Christmas</i>  | <i>Memorial Day</i>           |
| <i>Christmas Day</i>               |                               |

In the event any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration.

**Section 2.**

No employee will be paid for any of the holidays delineated in Section 1 (a) above or any other State declared holidays if the employee was on sick leave or leave without pay his/her last scheduled work day immediately prior to or his/her next scheduled work day immediately after a holiday. This section is not applicable to any employee who is on sick leave at least one (1) week prior to or after a holiday, who is hospitalized at any time during the holiday period, or to an employee's first absence in a fiscal year immediately prior to or after a holiday.

All employee's who are assigned to a seven (7) day schedule, the recognized holidays shall be celebrated the actual day of the holiday for benefits purposes.

**Section 3.**

Any day City Hall closes, all other bargaining unit members shall receive a comp day within ninety (90) days.

**Section 4.**

All legal holidays shall be paid for at straight time. Legal holidays worked by the employee shall be paid as follows:

Regular pay for the day, plus time and one-half for the time worked up to eight (8) hours, plus double time and one-half for all hours worked over eight (8) on a holiday.

**Section 5.**

Employees shall receive holiday pay for holidays that fall on their day off and not compensatory time off.

**ARTICLE VII  
PERSONAL DAYS**

Effective July 1, 2007, a single personal day request will only require a 15 minute call-in to the department manager or his/her designee, which approval shall not be arbitrarily or unreasonably withheld. There are five (5) Personal Days per year. Said Personal Days may be accumulated to a maximum of ten (10) days.

**ARTICLE VIII  
SICK LEAVE**

**Section 1.**

All employees of the City of Taunton, qualifying in accordance with Article II Section 6 of this Agreement, shall be entitled to sick leave benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment. Sick leave accumulation shall be unlimited, and shall not lapse.— -Employees shall be entitled to their sick leave

as it becomes earned whether they have the maximum sick leave to their credit or not. Sick leave shall not be taken in advance.

## **Section 2.**

Upon the request of the Department Manager, any employee covered by this Agreement shall furnish a certificate from an attending physician for all consecutive days off each leave beyond three (3) days, stating the nature of the illness and that the employee is able to return to work.

## **Section 3. Notification**

An employee who is absent because of sickness shall notify his/her Department Manager or other appropriate person as to the nature of his/her illness as early as practicable on the first day of such absence and every Friday thereafter as long as the employee is absent. The notification shall be made no later than two (2) hours after the beginning of the employee's day work shift. For the afternoon or midnight shift, the notification shall be made at least two (2) hours before the start of the respective work shift. In addition, upon first notification it shall be incumbent upon the employee to specifically advise his/her supervisor relative to the status of his/her sick leave credits as follows:

- 1) That he/she has sufficient credited leave to cover the period of illness, injury, or
- 2) That he/she is aware that leave taking in excess of the sick leave credit will automatically be charged against his/her vacation credits, unless
- 3) The employee specifically requests and receives approval for leave-without-pay to cover the excess leave; or
- 4) If the employee has neither sick leave nor vacation leave credits, he/she will be placed in a leave-without-pay status, unless circumstances indicate that other appropriate action should be taken. Failure to notify the Department or Division Manager of absence will result in the employee being placed on a leave-without-pay status.

## **Section 4. Prior Approval**

Request for sick leave (not of an emergency nature) for medical, dental, or optical treatment shall be submitted two (2) days prior to the beginning of the leave. This provision shall not apply to an employee whose appointment for such treatment has been re-scheduled so that the two (2) day notice cannot be fulfilled.

**Section 5.**

Whenever an employee is absent because of personal illness, the number of days absent with pay shall be charged against his/her sick leave credits on records kept in each department for all employees under its supervision and direction. Employees may use seven (7) sick days in a calendar year for family illness if they have sufficient sick leave credit. Family shall be defined as: spouse, child, grandchild, and members of the employees household, also parents whether they live within the household or not.

**Section 6.**

A permanent employee who is a member of the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed his/her duties as an employee of the City of Taunton and no sick leave which the employee may have accumulated shall be lost or lapsed because of military leave. The above regulations shall apply to all employees covered by this Agreement, if the employee returns to work within six (6) months after discharge.

**Section 7.** An employee whose service is terminated for any reason shall not be entitled to compensation in lieu of sick leave not used, except that an employee whose service is terminated by reason of death or retirement in accordance with regulations of the City of Taunton, Massachusetts Retirement system, shall be paid for accumulated sick leave at their regular rate of pay being received at the time of their death or said retirement, payable to the employee or his/her estate. Effective July 1, 2007 the payable amount will not exceed thirteen thousand dollars (\$13,000.00).

**Section 8.**

Any employee covered by this Agreement who is over the age of sixty-two (62), has worked for the City five (5) years or more but does not qualify for retirement

under the provisions of the City of Taunton Retirement System, but is retiring under the provisions of the Social Security System and is leaving the employ of the City of Taunton, shall be entitled to the same sick leave buy back as other employees covered by this Agreement.

Section 9.

The City will utilize its sick time policy should they identify a pattern of abuse. The policy is on file with the Human Resources Department and has been placed on file in cases with the Civil Service Commission.

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**ARTICLE IX**  
**SICK LEAVE INCENTIVE**

Employees covered by this Agreement shall be entitled to a sick leave incentive dollar amount for each calendar year per the following schedule:

Days Used	Incentive Amount
0	\$600.00
1	500.00
2	400.00
3	300.00

Usage of over 3 days will result in no dollar incentive for that employee. Donations to the sick leave bank shall not be counted as days used and days used while on Worker's Compensation shall not be counted as days used.

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the sick leave incentive until the next annual payment after he/she has returned to work. Incentive will be paid the first pay period in February each year. Amounts will be pro-rata for employees who leave employ for each month of service and paid at the time of termination.

**ARTICLE X**  
**SICK LEAVE BANK**

The City and the Union hereby establish a Sick Leave Bank for all bargaining unit employees. The Bank will be governed by a three (3) person Board of Directors: two (2) of the three (3) Directors shall be appointed by and serve at the discretion of the Union. The third Director shall be appointed by and serve at the discretion of the City. The Board shall promulgate the rules and regulations of and for the Sick Leave Bank. All rules and regulations must be consistent with the following negotiated principles:

- a) No sick leave will be issued to any employee who has not already exhausted his/her own allotment of sick leave from the City.
- b) No sick leave will be issued to any employee who is not seriously ill.
- c) Applicant to the sick leave bank must be a Union member.
- d) In those Departments where temporary and provisional employees receive the same benefits as permanent employees, all employees (permanent, temporary and provisional) can apply to the bank. In those Departments where temporary and provisional employees do not receive the same benefits as permanent employees, only permanent employees can apply to the bank.
- e) Applicant must fill out an application form that the Stewards will have.
- f) Application must be accompanied by a doctor's certificate stating the nature of the illness and the expected duration of the applicant's absence.
- g) Board recommends that application be submitted in sufficient time (such as two weeks) prior to the exhaustion of his/her own sick leave.
- h) The Board reserves the right to call in a doctor of their own choice for examination and consultation.
- i) Any person who, in the Board's opinion, has abused sick leave in the past will not be eligible to receive any days from the sick leave bank.
- j) No retroactive sick leave will be granted.
- k) Maximum amount of time granted by the Board to an individual will be thirty (30) working days before a review.
- l) The Board will report to the applicant and the membership its decision with supporting reasons.
- m) The Board will allow appeal review; however, the Board has the final say.
- n) The Board reserves the right to open a review of a case at any time
- o) The Mayor's Office will notify Departments to dock one sick day from each permanent Union employee at the beginning of each fiscal year.

- p) Employees awaiting worker's compensation may borrow from the bank if their own sick leave is exhausted, but the time granted from the Bank must be returned to the Bank when worker's compensation restoration is made.

All members of the bargaining unit will contribute one (1) sick leave day to the Sick Leave Bank on July 1, 1983. Employees covered by this contract may, upon retirement or death, contribute up to a maximum of thirty (30) unused sick leave days to the Sick Leave Bank.

**ARTICLE XI**  
**VACATIONS**

**Section 1.**

Effective July 1, 1982 vacation leave shall henceforth be accumulated on a fiscal year cycle. All employees covered by this Agreement shall be eligible for vacation credits on a pro-rata basis. In the first year of employ vacation shall be pro-rata from date of employment through June 30th, based on a two-week per year accumulation: i.e. Employment date Feb.1, (Feb-June) equals 5 months times .8333 (10 vac. days divided by 12 months) = 4.17 days vacation to be credited as of July 1st. Each July 1st thereafter, through year four (4) an employee would be entitled to two (2) weeks vacation. Should an employee choose not to take an earned vacation period in a given year, said person may use it the following year in addition to the earned vacation period for that year. However, no employee may accrue more than one (1) year of additional vacation period.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing vacation accrual.

**Section 2.** Any employee thereof, covered by this Agreement, who has worked continuously, shall be granted an annual vacation without loss of pay as follows:

- 5 years through 9 years = three (3) weeks vacation
- 10 years through 16 years = four (4) weeks vacation
- 17 years through 24 years = five (5) weeks vacation
- 25 years and over will receive six (6) weeks vacation

The additional week shall be granted on the employee's anniversary date of employment. Upon retirement, death, or termination during any given year, any eligible person will be credited for outstanding earned vacation. Minimum



notification of twenty-four (24) hours before beginning of regular scheduled reporting time is required for single vacation days. In addition, all Local Union 1144(A) employees on the payroll as of February 10, 2003 (Furlough Agreement), shall be eligible to carry over an additional fifteen (15) vacation days above and beyond the limits detailed above in this section.

**Section 3.**

In the event the City Council approves a different vacation schedule for Administrators, during the term of this contract, the City will reopen this Agreement for unit employees to receive the same vacation schedule.

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**ARTICLE XII**  
**BEREAVEMENT LEAVE**

**Section 1.**

An employee covered by this Agreement shall be allowed bereavement leave with pay upon the death of the employee's spouse, child, grandchild, brother, sister, brother-in-law, sister-in-law, parent, grandparent, son-in-law, daughter-in-law, or upon the death of the employee's spouse's child, parent, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, significant other, or member of the employee's household. Such leave will extend from time of death until the tour of duty on the day following the funeral services, but shall not, unless special permission is granted by the chief executive officer, exceed ninety-six (96) hours.

**Section 2.**

In addition, one (1) day of funeral leave shall be granted to those employees who attend funeral services for their aunt, uncle, niece, nephew or cousin.

**Section 3.**

In the event any of the relatives mentioned in Section 2 above reside within the employee's household, said employee shall be granted three (3) days funeral leave.

**Section 4.**

If out of state travel is necessary, additional time shall be granted, at the discretion of the Mayor, or his/her designee.

**ARTICLE XIII  
OVERTIME**

All time worked in excess of eight (8) hours in any one day, or after forty (40) hours in any one week shall be paid at the rate of time and one-half of the hourly rate. Overtime will be rotated equally among those willing to accept it. Overtime shall not be paid twice for the same call back period.

**ARTICLE XIV  
WORKWEEK**

**Section 1.**

The work week in the Labor Division shall begin on Monday and end on Friday (except regular seven-day operations), consisting of five (5) eight (8) hour days.

**Section 2. Seven Day Operations Only.**

The work week for employees in seven (7) day operations is Sunday through Saturday and consists of a five (5) day, forty (40) hour period with two (2) consecutive days off in each week.

**Section 4. Street Department.**

The most junior employee at the Street Division, Labor Division, will have his/her work week consisting of five (5) eight hour shifts, with two (2) consecutive days off. Position shall be posted as such and not subject to change each week.

**Section 5. Subcontracting.**

The City agrees to a pre-job conference between the Union and the City, before integrated work commences, for all jobs contracted out, to determine premium rates to be paid to City personnel when working with the contractor.

**ARTICLE XV**

**DIFFERENTIALS**

**Section 1.**

Employees performing work on shifts from 4:00 PM to 12:00 (midnight) or 3:00 PM to 11:00 PM or from 12:00 (midnight) to 8:00 AM or 11:00 PM to 7:00 AM in the Water, Sewer, Street, Park/Recreation, and Public Buildings shall receive fifty (\$.50) cents per hour over and above their present rate of pay. Differentials will be paid for vacations, sick leave, personal days, holidays, etc. to those employees who are normally scheduled to work those shifts.

**Section 2. Hazardous Duty Differentials.**

A differential will be added to base pay when working in hazardous conditions. All employees of the Sewer Maintenance Division and repair personnel at the Waste Water Treatment Plant will receive one dollar-five (\$1.05) cents per hour for every hour worked. One dollar-five (\$1.05) cents per hour for all employees working with bituminous concrete, except for basic pot hole repair. The entire crew working in trenches five feet (5') or more deep will receive \$1.05 cents additional.

**Section 3. Orientation Differential.**

Employees required to report early for orientation in those operations requiring same will be paid their regular rate of pay for time worked. i.e., Water Treatment Plant.

**ARTICLE XVI**  
**WORKING IN A HIGHER CLASSIFICATION**

**Section 1.**

Employees assigned, with Department Manager approval, to work in a higher classification shall receive the higher rate of pay for all work after the second day of assignment to higher classification. Employees working in the same higher classification long term, with no brake in service in that higher classification, shall be credited with such time for the purpose of step raises in the higher classification. This shall apply only if such employee is officially promoted to the higher classification title as defined by MGL Chapter 31.

**Section 3. Work in a Lower Classification.**

Employees may work temporarily or part-time in a lower classification without any loss in pay.

**Section 4. Temporary Assignment.**

Workers from one department can assist members of another department when assistance is required on a temporary basis. If temporary assistance is to exceed two (2) days, it will be subject to Union notification and approval.

**Section 5. Volunteers.**

The City may utilize other Municipal Departments and volunteer groups to perform work in other City Departments so long as members of the work force are not displaced by doing so. Also, members of the work force may be required to assist other Municipal Departments when directed by the Department Manager. All of the preceding language is subject to Union notification and approval.

**Section 6.**

All wage rate increases set out below in the pay plan shall become effective July 1, 1999.

- a) Truck drivers shall receive twelve cents (\$.12) cents per hour more than their base pay when assigned by Supervisory personnel.
- b) To establish a three (3) step scale of wages for all employees hired after January 1, 1988. Advancement to the next step will be on the anniversary date of employment. Employees in all Departments, except Foreman, as of January 1, 1988 will be considered at Step III of the pay scale. New employees will start at Step I.
- c) Any employee that has to be away for one (1) or more weeks of training in the Armed Forces will receive their normal pay check from the City.

**Section 7.**

The rates of pay as agreed upon between the contracting parties hereto are set forth below.

**Section 8.**

The payday may be changed from Thursday to Friday at the option of the City provided that all other Unions in the City agree.

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~~Effective July 1, 2006, there will be a wage increase of 3%, effective July 1, 2007, there will be a wage increase of 2%, and effective January 1, 2008, there will be a wage increase of 2%.~~

~~Wages: See Appendix A~~

**ARTICLE XVII  
LONGEVITY**

All employees covered by this Agreement in full-time service of the City of Taunton, in permanent status and occupying a position subject to the Salary Administration Plan and Ordinance shall be paid longevity based on the City of Taunton's third year Patrolman's salary, including Patrolman's hazardous duty pay. Increments will be as follows:

		<del>10/06</del>	<del>10/07</del> October 2011
5 yrs.	2.2%	<del>\$956.25</del>	<del>\$975.37</del> \$1064.61
10 yrs.	2.8%	<del>\$1217.04</del>	<del>\$1241.38</del> \$1353.60
15 yrs.	3.4%	<del>\$1477.84</del>	<del>\$1507.39</del> \$1644.54
20 yrs.	4.0%	<del>\$1738.63</del>	<del>\$1773.41</del> \$1935.48
25 yrs.	5.6%	<del>\$2434.09</del>	<del>\$2482.77</del> \$2709.15
30 yrs.	6.25%	<del>\$2694.88</del>	<del>\$2748.78</del> \$3023.58

\*Based on 3<sup>rd</sup> year patrolman's salary including hazardous duty pay

Payment will be made in a lump sum the first pay period of October each year. Payment will be pro-rated for employees who leave employ for each month of service. Increments will be added to payment upon anniversary date of employment and paid the first pay period in October.

Any employee on Workers Compensation for twelve (12) consecutive months will not be eligible for longevity until the next annual payment after he/she has returned to work. Longevity will be paid the first pay period in October each year.

Amounts will be pro-rated for employees who leave employ for each month of service and paid at the time of termination.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing longevity.

**ARTICLE XVIII**  
**CALL BACK**

**Section 1.**

Employees covered by this Agreement who are called back to work after completion of the days work and have left their place of employment shall be guaranteed four (4) hours pay at time and one-half. The "stand-by" employee of the Street Department shall receive fifteen (15) hours stand-by pay for a seven (7) day week and time and one-half for every hour in excess of said fifteen (15) hours.

**Section 2. Emergency Stand-by.**

When the Mayor or Department Manager deem an emergency exists, employees will be paid five (5) hours straight time when asked to stand-by on Saturday, Sunday and Holidays. Employees in any Department may be asked to stand-by.

**ARTICLE XIX**  
**SENIORITY**

To the extent permitted by applicable law (including M.G.L.Chapter 31), seniority shall govern for all purposes. Seniority shall mean length of continuous employment in the bargaining unit.

In the event of reduction in force (RIF), the least senior employee shall be laid-off first. In the event that a laid-off employee(s) is or are recalled, the most senior laid-off employee will be recalled first.

Seniority shall also apply to the granting of benefits. Senior employees will get first choice on vacation scheduling.

The City reserves the right to promote and/or transfer qualified employees, however, it also agrees to give preference to the three (3) most senior applicants who have the required qualifications for the position into which they are to be transferred and/or promoted.

**ARTICLE XX**  
**CLOTHING, TOOL, AUTOMOBILE ALLOWANCE**

**Section 1. Clothing Allowance.**

Effective July 1, 2012, clothing allowance (\$575.00) will be rolled in to the base pay. *(i.e. (\$575.00/52)/40=.2764 cents per hour (rounded to the nearest penny). All language in Section 1 will be deleted except "All employees covered by this Agreement where applicable shall receive rubber gloves, rain boots and rain gear. The City will provide work gloves, and rubber gloves as needed."*

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Remove as noted above:

The Employer agrees to pay a clothing allowance to employees in operations where extra wear and tear occur. The allowance shall be, effective July 1, 1999, Five Hundred and Seventy Five Dollars (\$575.00) per year according to the list of employees by Department. The Park Watchman shall receive, effective July 1, 1999, Six Hundred and Twenty Five Dollars (\$625.00). The list shall be submitted to the Employer each year after all employees that have terminated employment with the City have been excluded from the list and new employees that have been employed by the City and qualify have been added to the list. Qualified employees employed July 1st receive payment for the year and new employees hired after July 1st will receive a pro-rated amount based on existing rates per month of service. This allowance will be applicable to custodians. All employees covered by this Agreement where applicable shall receive rubber gloves, boots, and rain gear. The City will supply work gloves and rubber gloves as needed.

Payment must be made in the third week of July. For employees receiving the Clothing Allowance, pants or jeans and a long or short sleeve shirt shall constitute acceptable clothing.

**Section 2.**

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the clothing allowance until the next annual payment after he/she has returned to work. Clothing Allowance will be paid the third pay period in July each year. Amounts will be pro-rata for employees who leave employ for each month of service.

**Section 3. Tool Allowance.**

All employees of the Department of Public Works, Parks, Cemeteries and Public Grounds Department shall, in the case of loss or theft, not caused by the employee's own negligence, of a privately owned tool(s) used in the performance of their regular municipal duties, receive reimbursement in the aggregate, not to exceed Two Hundred fifty Dollars (\$250.00). Said reimbursement shall be at the discretion of the appropriate immediate Foreman. Tools necessary for the job will be provided by the City.

**Section 4. Automobile Allowance.**

Employees classified and employed as Meter Readers in the Water Department shall be paid an allowance of Four Hundred Dollars (\$400.00) per month. Building Maintenance Men, when requested by the Department Manager to use a personal vehicle in traveling to and from job sites during the work day, will be allowed gas allotment at the DPW garage at the discretion of the Department MANAGER. Watchmen at the Park, Cemeteries and Public Grounds Department to receive One Hundred Five Dollars (\$105.00) per month, for use of his/her personal vehicle to perform duties.

**Section 5. Education Incentive.**

The City shall reimburse employees covered by this Agreement the full cost of completed educational courses that are job or advancement related, subject to Department Manager approval and a passing grade for the course.

**ARTICLE XXI**  
**EMPLOYEE PROTECTION**

**Section 1. Protective Covering.**



All vehicles to be purchased or rented by the City, from the date of inception of this contract, such as bulldozers, loaders, etc. must have protective covering during inclement weather.

**Section 2. Safety.**

- a) The City will use no force or coercion on an employee endangering his/her life or the life of a fellow employee, nor will the City violate State and Federal Safety Ordinances or Laws.
- b) The Employer agrees to permit representatives of Laborers' International Union of North America, AFL-CIO and/or Local 1144 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- c) No employee shall be required to operate or drive any equipment that is unsafe or defective within the generally accepted standards as determined and published by the Safety Committee.
- d) A First-Aid Kit shall be included in the standard equipment of all trucks.
- e) Watchmen will be supplied with police/security type flashlights.

**Section 3. Emergency Equipment and Training.**

- a) Wherever there is any safety or emergency equipment ( i.e. fire extinguishers, breathing apparatus, emergency repair kits, emergent shower and eye wash, etc.) within the employee's regular work area, management shall instruct all employees on the proper use of such safety and emergency equipment.
- b) The City shall design a program once a year to train all employees who want to participate in learning First Aid and CPR. The City shall bear all costs for training and certification for all courses and other preventative safety courses.
- c) Each department shall develop and train employees in the safe operation of equipment and machines, in the safe handling of materials and chemicals, and procedures for emergency situations that may occur ( i.e. power outages, fires, chemical spills, etc.).

**ARTICLE XXII  
GRIEVANCE PROCEDURE**

**Section 1.**

There shall be a Union Grievance Committee composed of not more than three (3) employees from within the bargaining unit who shall be designated by the Union to process differences that may arise between the parties in the manner hereinafter provided.

**Section 2.**

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union, or between the Employer and any Employee with respect to the interpretation, application, claim or breach or violation of any of the provisions of the Agreement.

**Section 3.**

Any such grievance shall be settled in accordance with the following procedure:

- a) A grievance shall be presented by the aggrieved employee and the Union Steward within five (5) days of the alleged grievance, to the Division or Department Chief, who shall give his/her answer within five (5) working days thereafter.
- b) Failing to settle the grievance under Section 3(a), it shall be reduced in writing by the employee and presented to the Department Manager or Director by the aggrieved employee and Union representatives and the Department Manager or Director shall give his/her answer in writing within five (5) days thereafter.
- c) Failing to settle the matter under Section 3(a) or 3(b) the aggrieved employee, Union representative, the Mayor and/or City officials shall meet within five (5) working days, and an answer shall be given in writing within five (5) working days thereafter. In the event the Department Manager or Director or Mayor or both are absent from the City at the time of the alleged grievance, the time period in Section 3(b) and Section 3(c) shall commence to run as of the next time the Department Manager or Director shall return to the City.
- d) The Union and the City agree to accept and act promptly upon any grievance of a general nature received from one another. Any such grievance will be presented in writing and will be processed in accordance with paragraphs (c) and (e) hereof.

- e) In the event the grievance is not settled in a manner satisfactory to the aggrieved party, they, together with the Union, may submit such grievance to arbitration in the manner provided herein.

**Section 4. Arbitration Procedure.**

Shall be as follows:

- a) The Union and the City will attempt to agree on an impartial arbitrator to hear and decide the unresolved grievance. Both parties agree that the arbitrator's decision will be final and binding; the cost of the arbitration will be borne equally by the City and the Union. If the City and the Union cannot agree on the individual to serve as an impartial arbitrator within a reasonable time, the arbitrator shall be selected by the American Arbitration Association pursuant to the Voluntary Labor Arbitration Rules of said Association. ~~Either party may submit a request to the American Arbitration Association for appointment of an impartial arbitrator.~~ Either party may submit to the American Arbitration Association or if the parties mutually agree, they may submit their request to the Division of Labor Relations.

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- b) Union Stewards and Officers shall be granted sufficient time off during working hours to investigate and/or resolve grievances and/or complaints. Union Stewards and Officers shall be granted such time off without loss of pay.

**Section 5. Arbitration.**

Aggrieved members shall have the right to Union representation including International Representatives through the entire course of the grievance procedure. Nothing in this grievance procedure shall be construed to change, conflict, amend or affect in any way the rules and regulations of Civil Service of Massachusetts General Laws, Chapter 31.

**ARTICLE XXIII  
MISCELLANEOUS PROVISIONS**

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**Section 1. Notification of Accrued Sick Leave, Vacation, Personal Days and Compensatory Days.**

The Employer agrees to notify all employees of accrued sick leave, vacation, personal days and compensatory days each quarter.

### **Section 2. Meal Allowance.**

All employees covered by this Agreement shall be granted a meal period of one-half hour (1/2) duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Employees of the Park/Recreation Department will take one-half (1/2) hour lunch time on the job site. If deemed necessary, the job Supervisor may allow employees to return to the shop to wash. However, it shall be understood that the Department Manager shall have final jurisdiction in these matters. Lunch will be taken at the DPW Garage for DPW employees within a reasonable distance of the job site.

During snow removal and emergencies when employees are required to work through the supper hour, the Employer agrees to compensate all employees required to work for a meal not to exceed seven dollars and fifty cents (\$7.50). These Employees shall be furnished the meal every four (4) hours of continuous work thereafter. In the case of call backs, meal allotments will be allowed every four (4) hours of continuous work. In cases of emergency, employees shall receive a meal allowance every four (4) hours of actual labor and every four (4) hours thereafter. Supper hour shall be defined as two hours from the completion of the regular shift.

### **Section 3. Bulletin Boards .**

The Employer shall allow the Union to use Department Bulletin Boards for the posting of Union notices, rules and regulations appearing over the signature of either the President or the Secretary of the Local Union. Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

### **Section 4.**

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this

Agreement and any benefits, privileges or working conditions existing prior to this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying, or changing such benefits, privileges or working conditions, it shall be subject to negotiation between the parties.

**Section 5. Special License Fees.**

The Employer shall reimburse employees the amount paid for all required special license fees, including but not limited to, all levels of Commercial Drivers License (CDL), all grades Water Treatment, Hoisting license, Back-flow prevention (cross connection), Pool Certificate, however, not to include basic motor vehicle operator licenses. The employer shall reimburse employees for any mandated courses required to maintain job required licenses.

**Section 6. Watch Dogs.**

If the City requires a watchdog(s), the Employer shall pay for the dog food for the watchdogs, one (1) at the City Garage, one (1) at the Waste Water Treatment Facility and one (1) at the Water Pumping Station, not to exceed a total of One Hundred Seventy-five Dollars (\$175.00) per year.

**Section 7. Seminar and In-Service Programs.**

The City shall pay employees for time and registration fees for Seminar and In-Service Programs and Regional Meetings, if approved by Department or Division Manager.

**Section 8. Glasses and Dental Plate Repair .**

The City will pay for the repair of glasses and dental plates when broken on the job, provided the employee has two (2) witnesses or approval by the Department Supervisor. If any claims are proven to be fraudulent, all persons involved will be subject to dismissal. All replacement of glasses shall be safety glasses. In the event there are excessive claims during the first two (2) years, the Mayor reserves the right to terminate this Section after meeting with Union Representatives.

**Section 9. Wash-Up Time.**

All employees working in the field shall be allowed fifteen (15) minutes wash-up time before lunchtime and at the end of the day shift. (Union will assist City to insure that employees do not come in from the work sites earlier than the wash-up time allowed.)

**Section 10. Employees certified by State for Herbicidal Spraying.**

The City agrees to pay Fifty Dollars (\$50.00) per year to all employees of the Parks, Cemeteries and Public Grounds Department certified by the State to spray pesticides, herbicides, etc., and for those employees who hold a Pool Certificate. To be paid in the month of July each year.

**Section 11. Taunton Water Department Certifications .**

Any Water Department employee certified in water treatment will be allotted the amount of money according to Grade Certification each year to be paid in the month of July as follows:

Grade 1 Certification	\$200.00
Grade 2 Certification	250.00
Grade 3 Certification	300.00
Grade 4 Certification	350.00
Chemist	500.00

**Section 12. Employee Lunch/Break Room .**

Whenever feasible the City agrees to provide a break room for employees covered by this Agreement in all Departments.

**Section 13. Physical Examinations.**

Any employee required to take physical examinations shall have such scheduled during their regular working hours, and be permitted to attend without a loss of wages.

**ARTICLE XXIV**  
**SUCCESSOR CLAUSE**

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected,

modified, altered, or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor or assign upon written notice to said successor or assign.

**ARTICLE XXV**

**Section 1.**

**PAYROLL & WAGES**

- FY '10- July 1, 2009--June 30, 2010 -0% ATB (Across the Board)
- FY '11- July 1, 2010- June 30, 2011 -0% ATB
- FY '12- Upon ratification- June 30, 2012 – 5% increase ATB

A onetime \$100.00 signing bonus will be paid to all employees on the first pay date in December 2011.

**Section 2.**

**DIRECT DEPOSIT**

Effective July 1, 2011 or at a date following, employees will be required to enroll in direct deposit.

**ARTICLE XXVI**  
**LEAVES OF ABSENCE**

Family and Medical Leave: Employees shall be granted up to twelve (12) weeks leave under the Family and Medical Leave Act of 1993 with all rights and benefits set forth by said Act. For the purposes of defining the leave year in accordance with the provisions of the Family and Medical Leave Act (FMLA), said year shall be defined by contract fiscal years, i.e. July 01, 2005 through June 30, 2006.

Leave of Absence: Leaves of absence without pay for a limited period of time subject to the approval of the employee's department manager and/or the Mayor or

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his designee, which approval shall not be arbitrarily or unreasonably withheld and may be granted to the employee for a reasonable purpose.

**ARTICLE XXVII**  
**TERMINATION AND EXTENSION OF AGREEMENT**

**Section 1.**

This Agreement shall take effect ~~July 1, 2006~~ August 16, 2011 and shall remain in full force and effect during the period July 1, ~~2006-2009~~ to June 30, ~~2008~~2012.

Either party may give to the other written notice of its desire to modify this Agreement or to negotiate a successor Agreement at least sixty (60) days prior to the expiration date by mutual consent or agreement of the representatives of the City and the Union.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of this

\_\_\_\_\_  
CITY OF TAUNTON, MASSACHUSETTS

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Peter Berry, City Solicitor  
~~Charles Crowley, Mayor~~

Charles Crowley, Mayor

\_\_\_\_\_  
~~Steven A. Torres, City Solicitor~~

MASSACHUSETTS LABORERS' DISTRICT COUNCIL  
IN BEHALF OF  
PUBLIC EMPLOYEES LOCAL 1144  
OF THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO



---

~~Tim Mahoney~~ Nelson Carneiro, ~~Business Manager~~ Vice President/Field Representative

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PUBLIC EMPLOYEES' LOCAL 1144  
Taunton, Massachusetts

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~~Arthur Lopes~~ Peter Rodriguez, Secretary/Treasurer

RATES PER HOUR - 40 HRS/WEEK		July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1 - Dec. 31, 2007			January 1 - June 30, 2008		
CUSTODIAL		1	2	3	1	2	3	1	2	3	1	2	3
STEP													
Junior Building Custodial		12.41	13.33	14.26	12.78	13.73	14.69	13.04	14.00	14.98	13.30	14.28	15.28
Janitress & Matron		12.41	13.33	14.26	12.78	13.73	14.69	13.04	14.00	14.98	13.30	14.28	15.28
Senior Building Custodial		13.15	14.09	15.01	13.54	14.51	15.46	13.81	14.80	15.77	14.09	15.10	16.09
City Hall Cleaner (plus \$.50/hr diff)		15.71	16.59	17.52	16.18	17.09	18.05	16.50	17.43	18.41	16.83	17.78	18.78
<i>All Seasonal &amp; Part Time Receive Minimum Wage</i>													
<b>CLASS I LABOR</b>													
STEP		1	2	3	1	2	3	1	2	3	1	2	3
All Class I Rating (per hour)		12.78	13.69	14.61	13.16	14.10	15.05	13.42	14.38	15.35	13.69	14.67	15.66
Watchman (All)		12.78	13.69	14.61	13.16	14.10	15.05	13.42	14.38	15.35	13.69	14.67	15.66
Night Rate for Watchmen (\$ .50 additional)		13.32	14.21	15.14	13.72	14.64	15.59	13.99	14.93	15.90	14.27	15.23	16.22
Yardman		12.78	13.69	14.61	13.16	14.10	15.05	13.42	14.38	15.35	13.69	14.67	15.66
Motor Equip. Lubricator/Laborer		12.78	13.69	14.61	13.16	14.10	15.05	13.42	14.38	15.35	13.69	14.67	15.66
Motor Equip. Maintenance		13.23	14.14	15.08	13.63	14.56	15.53	13.90	14.85	15.84	14.18	15.15	16.16
Dump Cartaker		12.41	13.33	14.26	12.78	13.73	14.69	13.04	14.00	14.98	13.30	14.28	15.28
Yardman/Weigh Clerk (Landfill)		12.78	13.69	14.61	13.16	14.10	15.05	13.42	14.38	15.35	13.69	14.67	15.66
Tire Repairman		14.04	14.98	15.90	14.46	15.43	16.38	14.75	15.74	16.71	15.05	16.05	17.04
<b>CLASS II LABOR</b>													
STEP		1	2	3	1	2	3	1	2	3	1	2	3
Skilled Labor (per hour)		12.41	13.33	14.26	12.78	13.73	14.69	13.04	14.00	14.98	13.30	14.28	15.28
Highway Maint. Man		13.54	14.46	15.40	13.95	14.89	15.86	14.23	15.19	16.18	14.51	15.49	16.50
HWM/M & Cement Finisher		14.51	15.44	16.35	14.95	15.90	16.84	15.25	16.22	17.18	15.56	16.54	17.52
Overseer of Work Construction		14.48	15.41	16.28	14.91	15.87	16.77	15.21	16.19	17.11	15.51	16.51	17.45
<i>All Ratings Include: Gardener &amp; Laborer</i>													
		13.54	14.46	15.40	13.95	14.89	15.86	14.23	15.19	16.18	14.51	15.49	16.50



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RATES PER HOUR - 40 HRS/WEEK

	July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1 - Dec. 31, 2007			January 1- June 30, 2008		
<b>MOTOR EQUIP OPER - GRADE II</b>												
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Mech. Equip. Operator & Repairman	18.82	19.73	20.63	19.38	20.32	21.25	19.77	20.73	21.68	20.17	21.14	22.11
Motor Equip. Maint. Man	13.54	14.46	15.40	13.95	14.89	15.86	14.23	15.19	16.18	14.51	15.49	16.50
Gas & Steam Roller Operator	13.61	14.50	15.44	14.02	14.94	15.90	14.30	15.24	16.22	14.59	15.54	16.54
Grader Operator	17.42	18.34	19.54	17.94	18.89	20.13	18.30	19.27	20.53	18.67	19.66	20.94
Motor Equip. Oper. Grade II to include Motor Sweeper Operator (\$50 additional per hour for night operator) 12 a.m. to 8 a.m.	14.67	15.57	16.52	15.11	16.04	17.02	15.41	16.36	17.36	15.72	16.69	17.71

**MOTOR EQUIP OPER - GRADE III**

<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Welder	15.92	16.84	17.75	16.40	17.35	18.28	16.73	17.70	18.65	17.06	18.05	19.02
Bulldozer Operator (5 tons or more)	17.42	18.34	19.26	17.94	18.89	19.84	18.30	19.27	20.24	18.67	19.66	20.64
Sewer System Maint. Man & Mason	14.37	15.27	16.20	14.80	15.73	16.69	15.10	16.04	17.02	15.40	16.36	17.36
Grade III Operator	15.44	16.35	17.25	15.90	16.84	17.77	16.22	17.18	18.13	16.54	17.52	18.49
Licensed Fireman	14.70	15.64	16.54	15.14	16.11	17.04	15.44	16.43	17.38	15.75	16.76	17.73
Metal Body Worker & Motor Equipment Repairman	14.97	15.88	16.77	15.42	16.36	17.27	15.73	16.69	17.62	16.04	17.02	17.97
Water System Maint. Man	13.53	14.47	15.40	13.94	14.90	15.86	14.22	15.20	16.18	14.50	15.50	16.50
Meter Reader/Water Inspector	13.41	14.33	15.25	13.81	14.76	15.71	14.09	15.06	16.02	14.37	15.36	16.34
Water Meter Repairman & Installer	13.74	14.66	16.42	14.15	15.10	16.91	14.43	15.40	17.25	14.72	15.71	17.60
MEO Grade III	15.44	16.35	17.25	15.90	16.84	17.77	16.22	17.18	18.13	16.54	17.52	18.49
Asst. Diesel & Electric Water Pumping Station Operator & WF & Water System Laborer	13.17	14.10	15.02	13.57	14.52	15.47	13.84	14.81	15.78	14.12	15.11	16.10
WF, Water Meter Repairman Inst.	16.39	17.28	19.02	16.88	17.80	19.59	17.22	18.16	19.98	17.56	18.52	20.38
Asst. Chief Operator	18.30	19.20	20.14	18.85	19.78	20.74	19.23	20.18	21.15	19.61	20.58	21.57
Diesel Equip. Repairman												

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RATES PER HOUR - 40 HRS/WEEK	July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1 - Dec. 31, 2007			January 1 - June 30, 2008		
Mechanic-Welder	16.46	17.36	18.28	16.95	17.88	18.83	17.29	18.24	19.21	17.64	18.60	19.59
Mechanic Equip. Repairman	15.56	16.50	17.41	16.03	17.00	17.93	16.35	17.34	18.29	16.68	17.69	18.66
Senior Foreman (Sewer)			18.99			19.56			19.95			20.35
SF-Sanitary Sewer Insp.			22.57			23.25			23.72			24.19
WF & MEO Grade III			18.07			18.61			18.98			19.36
Water System Foreman			18.99			19.56			19.95			20.35
Water System Maint. Craftsman			18.99			19.56			19.95			20.35
Water System Hydrant Craftsman			18.07			18.61			18.98			19.36
Park Maint. Craftsman			22.57			23.25			23.72			24.19
WF Motor Equip. Repairman												
<b>TRAFFIC DIVISION D.P.W.</b>												
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Sign Painter & Letter	21.37	22.30	23.23	22.01	22.97	23.93	22.45	23.43	24.41	22.90	23.90	24.90
Sign Painter Helper/Laborer	13.86	14.78	15.72	14.28	15.22	16.19	14.57	15.52	16.51	14.86	15.83	16.84
Spray Painter & Road Marker	13.86	14.78	15.72	14.28	15.22	16.19	14.57	15.52	16.51	14.86	15.83	16.84
<b>WATER TREATMENT PLANT</b>												
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Diesel & Electric Water Pump	14.67	15.57	16.52	15.11	16.04	17.02	15.41	16.36	17.36	15.72	16.69	17.71
Station Operator												
Laboratory Technician (Chemist)	21.58	22.46	23.34	22.23	23.13	24.04	22.67	23.59	24.52	23.12	24.06	25.01
Pumping Station Attendant	13.54	14.46	15.40	13.95	14.89	15.86	14.23	15.19	16.18	14.51	15.49	16.50
Water Machinery Repairman	15.56	16.50	17.41	16.03	17.00	17.93	16.35	17.34	18.29	16.68	17.69	18.66
Water Meter Repairman & Installer							14.43	15.40	17.25	14.72	15.71	17.60
<b>ENGINEERING DIVISION</b>												
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Civil Engineer Grade I Perm.	13.99	14.91	15.81	14.41	15.36	16.28	14.70	15.67	16.61	14.99	15.98	16.94
Civil Engineer Grade I Aide	11.09	12.00	12.92	11.42	12.36	13.31	11.65	12.61	13.58	11.88	12.86	13.85

RATES PER HOUR - 40 HRS/WEEK		July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1 - Dec. 31, 2007			January 1 - June 30, 2008		
SPECIALIZED POSITIONS		1	2	3	1	2	3	1	2	3	1	2	3
STEP													
Head Electrician		25.09	25.97	26.92	26.84	26.75	27.73	26.36	27.29	28.28	26.89	27.84	28.85
Electrician		22.43	23.36	24.27	23.10	24.06	25.00	23.56	24.54	25.50	24.03	25.03	26.01
Head Plumber		25.10	25.97	26.92	25.85	26.75	27.73	26.37	27.29	28.28	26.90	27.84	28.85
Plumber		22.43	23.36	24.27	23.10	24.06	25.00	23.56	24.54	25.50	24.03	25.03	26.01
Building Maint. Man		22.47	23.37	24.30	23.14	24.07	25.03	23.60	24.55	25.53	24.07	25.04	26.04
HVAC Technician		22.43	23.36	24.27	23.10	24.06	25.00	23.56	24.54	25.50	24.03	25.03	26.01
HVAC Technician Helper		16.39	17.28	18.19	16.88	17.80	18.74	17.22	18.16	19.11	17.56	18.52	19.49
WTF Head Operator		19.83	20.76	21.65	20.42	21.38	22.30	20.83	21.81	22.75	21.25	22.25	23.21
WTF Grade VI Operator		18.65	19.55	20.48	19.21	20.14	21.09	19.59	20.54	21.51	19.96	20.95	21.94
Head Electronic Technician		25.09	25.97	26.92	25.84	26.75	27.73	26.36	27.29	28.28	26.89	27.84	28.85
Electronic Technician		22.42	23.37	24.26	23.09	24.07	24.99	23.55	24.55	25.49	24.02	25.04	26.00
Reservoir Caretaker/Patrolman				19.02			19.59			19.98			20.38
Information Systems Specialist		16.33	17.54	18.73	16.82	18.07	19.29	17.16	18.43	19.68	17.50	18.80	20.07
General Foreman - PC&PG				23.25			23.95			24.43			24.92

RATES PER HOUR - 40 HRS/WEEK

CUSTODIAL		July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - Aug. 15, 2011			Aug. 16, 2011 - June 30, 2012		
STEP		1	2	3	1	2	3	1	2	3	1	2	3
Junior Building Custodial		13.30	14.28	15.28	13.30	14.28	15.28	13.30	14.28	15.28	13.97	14.99	16.04
Janitress & Macon		13.30	14.28	15.28	13.30	14.28	15.28	13.30	14.28	15.28	13.97	14.99	16.04
Senior Building Custodial		14.09	15.10	16.09	14.09	15.10	16.09	14.09	15.10	16.09	14.79	15.86	16.89
City Hall Cleaner (plus \$.50/hr diff)		16.83	17.78	18.78	16.83	17.78	18.78	16.83	17.78	18.78	17.67	18.67	19.72
AIT Seasonal & Part Time													

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Receive Minimum Wage

CLASS 1 LABOR

STEP	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	
All Class I Rating (per hour)	13.69	14.67	15.66	13.16	14.10	15.05	13.42	14.38	15.35	13.42	14.38	15.35	13.42	14.37	15.40	16.44
Watchmen (All)	13.69	14.67	15.66	13.16	14.10	15.05	13.42	14.38	15.35	13.42	14.38	15.35	13.42	14.37	15.40	16.44
Night Rate for Watchmen (\$50 additional)	14.27	15.23	16.22	13.72	14.64	15.59	13.99	14.93	15.90	13.99	14.93	15.90	13.99	14.98	15.99	17.03
Yardman	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.37	15.40	16.44
Motor Equip. Lubricator/Laborer	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.37	15.40	16.44
Motor Equip. Maintenance	14.89	15.15	16.16	14.89	15.15	16.16	14.89	15.15	16.16	14.89	15.15	16.16	14.89	14.99	15.91	16.97
Dump Caretaker	13.30	14.28	15.28	13.30	14.28	15.28	13.30	14.28	15.28	13.30	14.28	15.28	13.30	13.97	14.99	16.04
Yardman/Weigh Clerk (Landfill)	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.67	15.66	13.69	14.37	15.40	16.44
Tire Repairman	15.05	16.05	17.04	15.05	16.05	17.04	15.05	16.05	17.04	15.05	16.05	17.04	15.05	15.80	16.85	17.89

CLASS II LABOR

STEP	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	
Skilled Labor (per hour)	13.30	14.28	15.28	13.30	14.28	15.28	13.30	14.28	15.28	13.30	14.28	15.28	13.30	13.97	14.99	16.04
Highway Maint. Man	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.24	16.26	17.33
HWM&M & Cement Finisher	15.56	16.54	17.52	15.56	16.54	17.52	15.56	16.54	17.52	15.56	16.54	17.52	15.56	16.34	17.37	18.40
Overseer of Work Construction	15.51	16.51	17.45	15.51	16.51	17.45	15.51	16.51	17.45	15.51	16.51	17.45	15.51	16.29	17.34	18.32
All Ratings Include:																
Gardener & Laborer	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.24	16.26	17.33
Tree Climber & Laborer (Rate change effective 7/29/06)	16.68	17.69	18.66	16.03	16.88	17.69	18.66	16.68	17.69	18.66	16.68	17.69	18.66	17.51	18.57	19.59
Motor Equipment Repairman	13.90	14.88	15.84	13.90	14.88	15.84	13.90	14.88	15.84	13.90	14.88	15.84	13.90	14.60	15.62	16.63
Maintenance Man I	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.24	16.26	17.33
Maintenance Man II	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.60	16.62	17.68
Carpenter	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.51	17.52	18.60
Mason	16.19	17.15	18.15	16.19	17.15	18.15	16.19	17.15	18.15	16.19	17.15	18.15	16.19	17.00	18.01	19.06
Time Keeper & Foreman (Street)	21.60	22.59	23.55	21.60	22.59	23.55	21.60	22.59	23.55	21.60	22.59	23.55	21.60	22.68	23.72	24.73
Part Watchman	13.36	14.34	15.33	13.36	14.34	15.33	13.36	14.34	15.33	13.36	14.34	15.33	13.36	14.03	15.06	16.10
Working Foreman (Laborer)	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36	0	0	0	20.33
Mason Working Foreman	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35	0	0	0	21.37

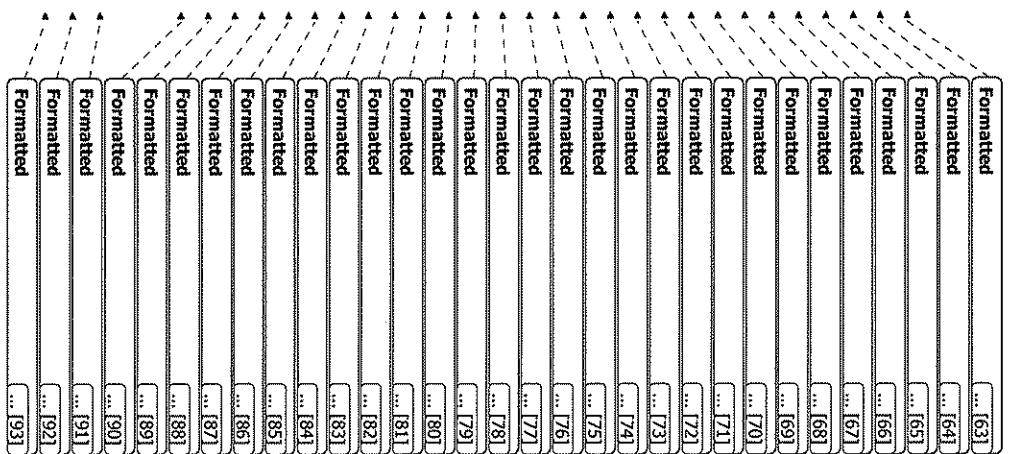
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WF Building Maint. Craftsmen	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35	0	0	21.37
Sr. WF Maint. Co-ord. (Park Dept.)	0	0	21.64	0	0	21.64	0	0	21.64	0	0	21.64	0	0	21.64	0	0	22.72
WF-Laborer & Gardener (Park Dept)	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36	0	0	20.33
WF Laborer, ME, Oper. & Gardener	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36	0	0	20.33
Sr. Cemetery WF Maint. Craftsmen	0	0	21.64	0	0	21.64	0	0	21.64	0	0	21.64	0	0	21.64	0	0	22.72
<b>MOTOR EQUIP OPERATOR - GRADE I</b>																		
STEP	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3			
Motor Equip. Repairman	16.54	17.52	18.52	16.54	17.52	18.52	16.54	17.52	18.52	16.54	17.52	18.52	16.54	17.52	18.52	17.37	18.40	19.45
Motor Equip. Operator Grade I	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	15.24	16.26	17.33
Truck Driver, Tractor Operator																		
Bulldozer Operator (less than 5 ton)																		
Air Compressor Operator,																		
Jackhammer Operator, Catch Basin																		
Cleaner, Concrete Mixer Operator,																		
Bucket Sandloader & Stone Crusher																		
Operator, Sewer Maint. Men	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	15.24	16.26	17.33
Truck Driver (Class II Vehicle)	14.64	15.60	16.60	14.64	15.60	16.60	14.64	15.60	16.60	14.64	15.60	16.60	14.64	15.60	16.60	15.37	16.38	17.43
Water System Maint/Truck Driver III	0	0	16.60	0	0	16.60	0	0	16.60	0	0	16.60	0	0	16.60	0	0	17.43
<b>MOTOR EQUIP OPER - GRADE II</b>																		
STEP	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3			
Mech. Equip. Operator & Repairman	20.17	21.14	22.11	20.17	21.14	22.11	20.17	21.14	22.11	20.17	21.14	22.11	20.17	21.14	22.11	21.18	22.20	23.22
Motor Equip. Maint. Man	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	15.24	16.26	17.33
Gas & Steam Roller Operator	14.59	15.54	16.54	14.59	15.54	16.54	14.59	15.54	16.54	14.59	15.54	16.54	14.59	15.54	16.54	15.32	16.32	17.37
Grader Operator	18.67	19.66	20.94	18.67	19.66	20.94	18.67	19.66	20.94	18.67	19.66	20.94	18.67	19.66	20.94	19.60	20.64	21.99
Motor Equip. Oper. Grade II																		
to include Motor Sweeper Operator																		
(\$.50 additional per hour for night																		
operator) 12 a.m. to 8 a.m.	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	16.51	17.52	18.60
<b>MOTOR EQUIP OPER - GRADE III</b>																		

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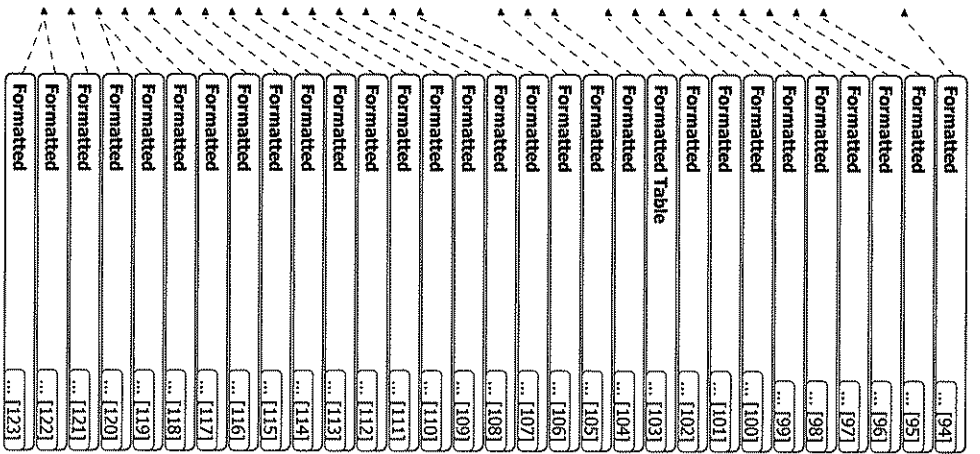


STEP	1	2	3	1	2	3	1	2	3	1	2	3
Welder	17.06	18.05	19.02	17.06	18.05	19.02	17.06	18.05	19.02	17.06	18.05	19.02
Bulldozer Operator (5 tons or more)	18.67	19.66	20.64	18.67	19.66	20.64	18.67	19.66	20.64	18.67	19.66	20.64
Sewer System Maint. Man & Mason	15.40	16.36	17.36	15.40	16.36	17.36	15.40	16.36	17.36	15.40	16.36	17.36
Grade III Operator	16.54	17.52	18.49	16.54	17.52	18.49	16.54	17.52	18.49	16.54	17.52	18.49
Licensed Fireman	15.75	16.76	17.73	15.75	16.76	17.73	15.75	16.76	17.73	15.75	16.76	17.73
Metal Body Worker & Motor												
Equipment Repairman	16.04	17.02	17.97	16.04	17.02	17.97	16.04	17.02	17.97	16.04	17.02	17.97
Water System Maint. Man	14.50	15.50	16.50	14.50	15.50	16.50	14.50	15.50	16.50	14.50	15.50	16.50
Water Reader/Water Inspector	14.37	15.36	16.34	14.37	15.36	16.34	14.37	15.36	16.34	14.37	15.36	16.34
Water Meter Repairman & Installer	14.72	15.71	16.70	14.72	15.71	16.70	14.72	15.71	16.70	14.72	15.71	16.70
MEO Grade III	16.54	17.52	18.49	16.54	17.52	18.49	16.54	17.52	18.49	16.54	17.52	18.49
Ast. Diesel & Electric Water												
Pumping Station Operator &												
WF & Water System Laborer	14.12	15.11	16.10	14.12	15.11	16.10	14.12	15.11	16.10	14.12	15.11	16.10
WF, Water Meter Repairman Inst.	17.56	18.52	20.38	17.56	18.52	20.38	17.56	18.52	20.38	17.56	18.52	20.38
Ast. Chief Operator	19.61	20.58	21.57	19.61	20.58	21.57	19.61	20.58	21.57	19.61	20.58	21.57
Diesel Equip. Repairman												
Mechanic-Welder	17.64	18.60	19.59	17.64	18.60	19.59	17.64	18.60	19.59	17.64	18.60	19.59
Mechanic Equip. Repairman	16.68	17.69	18.66	16.68	17.69	18.66	16.68	17.69	18.66	16.68	17.69	18.66
Senior Foreman (Sewer)	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35
SF-Sanitary Sewer Insp.	0	0	24.19	0	0	24.19	0	0	24.19	0	0	24.19
WF & MEO Grade III	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36
Water System Foreman	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35
Water System Maint. Craftsman	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35
Water System Hydrant Craftsman	0	0	20.35	0	0	20.35	0	0	20.35	0	0	20.35
Park Maint. Craftsman	0	0	19.36	0	0	19.36	0	0	19.36	0	0	19.36
WF Motor Equip. Repairman	0	0	24.19	0	0	24.19	0	0	24.19	0	0	24.19
<b>TRAFFIC DIVISION D.P.W.</b>												
STEP	1	2	3	1	2	3	1	2	3	1	2	3
Sign Painter & Letter	22.90	23.90	24.90	22.90	23.90	24.90	22.90	23.90	24.90	22.90	23.90	24.90
Sign Painter Helper/Laborer	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.83	16.84



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Spray Painter & Road Marker	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.83	16.84	14.86	15.83	16.84	15.60	16.82	17.88
<b>WATER TREATMENT PLANT</b>															
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Diesel & Electric Water Pump Station Operator	17.02	17.99	19.01	17.02	17.99	19.01	17.02	17.99	19.01	17.02	17.99	19.01	17.87	18.89	19.96
Laboratory Technician (Chemist)	23.12	24.06	25.01	23.12	24.06	25.01	23.12	24.06	25.01	23.12	24.06	25.01	24.28	25.26	26.26
Pumping Station Attendant	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	14.51	15.49	16.50	15.24	16.26	17.33
Water Machinery Repairman	16.68	17.69	18.66	16.68	17.69	18.66	16.68	17.69	18.66	16.68	17.69	18.66	17.51	18.57	19.59
Water Meter Repairman & Installer	14.72	15.71	17.60	14.72	15.71	17.60	14.72	15.71	17.60	14.72	15.71	17.60	15.46	16.50	18.48
Water Machinery Maintenance Man	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	15.72	16.69	17.71	16.51	17.52	18.60
<b>ENGINEERING DIVISION</b>															
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Civil Engineer Grade I Perm.	14.99	15.98	16.94	14.99	15.98	16.94	14.99	15.98	16.94	14.99	15.98	16.94	15.74	16.78	17.79
Civil Engineer Grade I Aide	11.88	12.86	13.85	11.88	12.86	13.85	11.88	12.86	13.85	11.88	12.86	13.85	12.47	13.50	14.54
<b>SPECIALIZED POSITIONS</b>															
<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>3</b>
Head Electrician	26.89	27.84	28.85	26.89	27.84	28.85	26.89	27.84	28.85	26.89	27.84	28.85	28.23	29.23	30.29
Electrician	24.03	25.03	26.01	24.03	25.03	26.01	24.03	25.03	26.01	24.03	25.03	26.01	25.23	26.28	27.31
Head Plumber	26.90	27.84	28.85	26.90	27.84	28.85	26.90	27.84	28.85	26.90	27.84	28.85	28.25	29.23	30.29
Plumber	24.03	25.03	26.01	24.03	25.03	26.01	24.03	25.03	26.01	24.03	25.03	26.01	25.23	26.28	27.31
Building Maint. Man	24.07	25.04	26.04	24.07	25.04	26.04	24.07	25.04	26.04	24.07	25.04	26.04	25.27	26.29	27.34
HVAC Technician	24.03	25.03	26.01	24.03	25.03	26.01	24.03	25.03	26.01	24.03	25.03	26.01	25.23	26.28	27.31
HVAC Technician Helper	17.56	18.52	19.49	17.56	18.52	19.49	17.56	18.52	19.49	17.56	18.52	19.49	18.44	19.45	20.46
WTF Head Operator	21.25	22.25	23.21	21.25	22.25	23.21	21.25	22.25	23.21	21.25	22.25	23.21	22.31	23.36	24.37
WTF Grade VI Operator	19.98	20.95	21.94	19.98	20.95	21.94	19.98	20.95	21.94	19.98	20.95	21.94	20.98	22.00	23.04
Head Electronic Technician	26.89	27.84	28.85	26.89	27.84	28.85	26.89	27.84	28.85	26.89	27.84	28.85	28.23	29.23	30.29
Electronic Technician	24.02	25.04	26.00	24.02	25.04	26.00	24.02	25.04	26.00	24.02	25.04	26.00	25.22	26.29	27.30
Reservoir Caretaker/Patrolman	0	0	20.38	0	0	20.38	0	0	20.38	0	0	20.38	0	0	21.40
Information Systems Specialist	17.50	18.80	20.07	17.50	18.80	20.07	17.50	18.80	20.07	17.50	18.80	20.07	18.38	19.74	21.07
General Foreman - PC&PG	0	0	24.19	0	0	24.19	0	0	24.19	0	0	24.19	0	0	25.40





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## The Commonwealth of Massachusetts

### Local Election Districts Review Commission

c/o Elections Division  
One Ashburton Place, Room 1705  
Boston, MA 02108  
(617) 727-2828 (800) 462-8683

Sherry Costa-Hanlon, Chairwoman  
City Council  
141 Oak St.  
Taunton, MA 02780

Dear Chairwoman Costa-Hanlon:

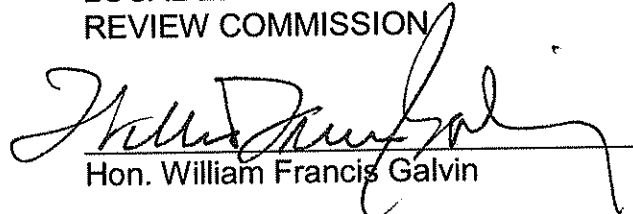
On June 28, 2010 the Local Election Districts Review commission considered the submission re-dividing the city of Taunton into wards and precincts.

The Commission is pleased to inform you that this division meets the requirements of Massachusetts General Laws chapter 54, section 1, and is otherwise consistent with law and has thus been approved by the Commission. Please note that the effective date of your wards and precincts is not until December 31, 2011.

Thank you for your cooperation.

Sincerely,

LOCAL ELECTION DISTRICTS  
REVIEW COMMISSION

  
Hon. William Francis Galvin

  
Hon. William I. Cowin

  
Avi Green

cc: Rose Marie Blackwell, City Clerk



# City of Taunton

## LAW DEPARTMENT

141 Oak Street

Taunton, Massachusetts 02780

Phone (508) 821-1036 Facsimile (508) 821-1064

*cotlawdept@tmlp.net*



CHARLES CROWLEY  
MAYOR

PETER J. BERRY  
CITY SOLICITOR

JORDAN H. F. FIORE  
ASSISTANT CITY SOLICITOR

August 31, 2011

Sherry Costa Hanlon, President and  
Members of the Taunton Municipal Council  
City of Taunton  
141 Oak Street  
Taunton, MA 02780

**Re: Opinion #11-7-C -- Constable fees to be paid to the city**

Ladies and Gentlemen:

Through the Committee on Ordinances and Enrolled Bills, you asked this office to investigate whether or not M. G. L. c. 41, §95A, which requires constables to deposit 25% of their fees collected for service of civil process with the City Treasurer is a compulsory statute or a local option statute. In reviewing the statute and its legislative history, I find that the statute is compulsory. Its original 2003 enactment provided for the payment of 50 percent of any fee collected in excess of the fee schedule set out in M. G. L. c. 262. The 2006 revision currently in effect reduced the percentage to 25 percent, but made it chargeable based upon all fees and a strict adherence to the statutory fee schedule. There is no local option or local acceptance provision in the law.

Very truly yours,

Jordan H. F. Fiore  
Assistant City Solicitor

AUGUST, 2011

No.	Application for Permit to ALTER/REPAIR	Use of Building	Location	Owner	Contractor
107	ALTER/REPAIR	2-FAMILY DWELLING (INTERIOR REPAIRS)	101 SCHOOL ST.	NUNO MACHADO	JOSE V DESOUSA
108	REPAIR	MOBILE HOME (EXTERIOR WALL)	13 DAISY AVE.	OAK HILL ASSOCIATES, LLC/ JOHN DANIELS	STEVE ST. MARTIN
109	REPAIR	1-FAMILY DWELLING (INTERIOR REPAIRS)	13 KNIGHT ST.	MARK PERRY & ERNEST PERRY	STEVE ST. MARTIN
110	ERECT	A/G/SWIMMING POOL & DECK	17 HOFFMAN ST.	EDWARD MORALES	EDWARD MORALES
111	REPAIR	2-FAMILY DWELLING (INTERIOR REPAIRS)	54 JACKSON ST.	KEVIN J WELLS	KEVIN J WELLS
112	ADD TO	COMMERCIAL BLDG. (ADDITION TO BLOWER ROOM)	177 ROBERT TREAT PAINE DR.	BRUCE EVERETT	MARK KUDRON
113	REPAIR	COMMERCIAL BLDG. (MASONRY WORK)	74 WEIR ST.	RAMESH IZADIAN	TIGRAN YESAYAN
114	REPAIR	1-FAMILY DWELLING (WINDOWS)	502 KINGMAN ST.	KENNETH ASHWORTH	DANA PICKUP
115	REPAIR	1-FAMILY DWELLING (REBUILD EXISTING DECK)	240 SHAG BARK RD.	RAYMOND KRISUNAS	DANA PICKUP
116	REPAIR	1-FAMILY DWELLING (FRONT PORCH)	48 WHITE ST.	BARBARA COOKE	DANA PICKUP
117	REPAIR	6-FAMILY DWELLING (SIDING)	202-204 HIGH ST.	MICHAEL MESSINA	MICHAEL MESSINA
118	ADD TO	1-FAMILY DWELLING (POOL DECK)	15 DEBRA DRIVE	JENNIFER L RUSSELL	NORMAN BILODEAU
119	ALTER	1-FAMILY DWELLING (INSTALL CHIMNEY)	39 SHORE DR.	WILLIAM HAZARD	WILLIAM HAZARD
120	REPAIR	MOBILE HOME (ROOF)	10 WAMPANOAG RD.	COLONIAL ESTATES, INC./ STEVEN PIERCE	STEVEN PIERCE
121	REPAIR	1-FAMILY DWELLING (SIDING)	200 1/2 SOUTH WALKER ST.	GILL CHAREST	BRIAN SULLIVAN
122	REPAIR	1-FAMILY DWELLING (WINDOWS)	34 STRAWBERRY LANE	SHARYN HASKELL	THD AT HOME SERVICES
123	REPAIR	2-FAMILY DWELLING (ROOF, SIDING)	16 MEADOW ST.	SCOTT J BOUSQUET	DEREK DECHAIINE/D&D CONST.
124	ALTER	1-FAMILY DWELLING (KITCHEN, LIVING RM.)	44 RANGE AVE.	DAVID LEWIS	GORDON QUENTAL
125	REPAIR	1-FAMILY DWELLING (SIDING, ROOF)	95 MEADOWBROOK LANE	VICKIE DANAHEY	DENNIS BAKER/BROOKDALE CORPORATION
126	ALTER	COMMERCIAL BLDG. (VACANT STORE TO A TOY STORE)	2 GALLERIA MALL DR. (C-103)	GENERAL GROWTH PROPERTIES	TIMOTHY BARKSDALE
127	REPAIR	1-FAMILY DWELLING (ROOF)	9 BARNUM ST.	ROBERT & LYNETTE HOEFLER	JOHN B. WILLIAMS/ WILLIAMS BROS. HOME IMP.
128	REPAIR	1-FAMILY DWELLING (DECK)	150 TREMONT ST.	JUDY & FRANK MOTO	ANTHONY PISANI

AUGUST, 2011

No.	Application for Permit to	Use of Building	Location	Owner	Contractor
129	REPAIR	3-FAMILY DWELLING (ROOF)	50 HARRISON AVE.	JIMMY LA FERRARA	ADRIANO FERREIRA
130	REPAIR	1-FAMILY DWELLING (INSULATION)	12 LINDEN ST.	ELEANOR BONNETTE	ROBERT GRUTTADURIA/ GREENWICH INSULATION INC.
131	INSTALL	I/G SWIMMING POOL	305 WREN ST.	SARA REGO BARDAN	SARA REGO BARDAN
132	REPAIR	1-FAMILY DWELLING (EXTERIOR DOOR)	258 SOMERSET AVE.	CYNTHIA SIMMONS	SERGIO CORDEIRO/ UPSCALE REMODELING
133	ERECT	GUARD SHACK IN THE PARKING LOT	35 BROADWAY	BRISTOL COUNTY SAVINGS BANK	WILLIAM SOUSA/ MODERN CONSTRUCTION
134	REPAIR	1-FAMILY DWELLING (INSULATION, WEATHERIZATION)	58 AVON ST.	MARIA MELENDEZ	ADVANCED WINDOWS INC./ BRIAN BLANCHARD
135	REPAIR	1-FAMILY DWELLING (ROOF)	9 HIGHLAND ST.	JASON & SHIRA MARCURE	JASON & SHIRA MARCURE
136	REPAIR	2 CAR GARAGE (SIDING)	16 BELMONT ST.	RENE LANGLAIS	RENE LANGLAIS
137	REPAIR	1-FAMILY DWELLING (INSULATION)	26 PROSPECT ST.	ALICIA RUMMEL	BRIAN OLSEN/ BRUIN CORP.
138	REPAIR	1-FAMILY DWELLING (ROOF)	6 MONICA ST.	TAUNTON FEDERAL CREDIT UNION	ROB COSTA
139	REPAIR	1-FAMILY DWELLING (BULKHEAD)	120 DUFFY DR.	RAYMOND BEAUVAIS	ROB COSTA
140	REPAIR	1-FAMILY DWELLING (ROOF, SIDING)	118 WINTHROP ST.	ROBERT LOMP	ROBERT LOMP
141	REPAIR	CONDOMINIUM (DOORS)	750 WHITTENTON ST. #1124	MILL RIVER VILLAGE CONDOMINIUM TRUST/ RICHARD & KAREN CASTLE	ANDREW SOUSA
142	REPAIR	1-FAMILY DWELLING (INSULATION, VENTILATION WEATHERSTRIPPING)	103 ELDRIDGE ST.	COSMO MAGAZU	ADVANCED WINDOWS INC./ BRIAN BLANCHARD
143	REPAIR	3-FAMILY DWELLING (KITCHEN REMODEL)	20 WALNUT ST.	LEONARD SCHEINFELD	CHARLES C BURR
144	REPAIR	1-FAMILY DWELLING (ROOF, WINDOWS, INTERIOR)	92 CEDAR ST.	BENJAMIN KRAVITZ	BENJAMIN KRAVITZ
145	REPAIR	MOBILE HOME (INSULATION, WEATHERSTRIPPING)	84 HARWICH DR.	ROCKYKNOLL ESTATES/ BERTHA FLORENCE	ADVANCED WINDOWS INC./ BRIAN BLANCHARD
146	REPAIR	1-FAMILY DWELLING (SCREEN PORCH TO A 3-SEASON ROOM)	233 CASWELL ST.	JAMES MULCAHY	MARK O HINCHEY
147	ERECT	1-FAMILY DWELLING W/ COVERED WALKWAY& 2 CAR GARAGE	366 PROSPECT HILL ST. (UNIT 1) (LOT 1)	PROSPECT HILL PRESERVE LLC	DANIEL RUSSELL
148	ERECT	1-FAMILY DWELLING W/ COVERED WALKWAY& 2 CAR GARAGE	366 PROSPECT HILL ST.(UNIT 2) (LOT 2)	PROSPECT HILL PRESERVE LLC	DANIEL RUSSELL
149	ALTER	1-FAMILY DWELLING	257 MIDDLEBORO AVE.	AMY L SLAVIN	THOMAS M GALLAGHER

AUGUST, 2011

No.	Application for Permit to	Use of Building (GARAGE TO LIVING SPACE)	Location	Owner	Contractor
150	ERECT	STORAGE BLDG.	177 ROBERT TREAT PAINE DR.	WATERS CORPORATION	R. PAUL MORRIS/ PINNACLE CONST. CO., INC.
151	INSTALL	FAÇADE SIGN	479 SOMERSET AVE.	CARI MARQUIS	YOUR SIGN SHOP/ BOB DESMARAIS
152	REPAIR	1-FAMILY DWELLING (WINDOW)	76 BRUSHWOOD DR.	WAYNE MIRANDA	MARY MCNEILL
153	REPAIR	2-FAMILY DWELLING (WINDOWS, DOOR)	243 HIGH ST. APT. 2	PATRICIA PARK	MARY MCNEILL
154	REPAIR	COMMERCIAL BLDG. (BOX 8)	81 INGELL ST.	ROBERT WEEKS	TRI-COUNTY CONTRACTORS
155	REPAIR	MOBILE HOME (INSULATION, VENTILATION WEATHERSTRIPPING)	46 NATICK DRIVE	ROCKYKNOLL ESTATES/ HELEN CORREIA	BRIAN BLANCHARD/ ADVANCED WINDOWS INC./
156	REPAIR	1-FAMILY DWELLING (ROOF)	1 PLEASANT VIEW ST.	ALBAN BOURQUE	BRIAN SULLIVAN
157	REPAIR	1-FAMILY DWELLING (WEATHERIZATION, AIRSEALING)	8 BIRCH AVE.	MARGARET WALKER	CHARLES E DELISLE
158	REPAIR	1-FAMILY DWELLING (SIDING, DOOR, WINDOWS)	85 DANIEL DR.	HATEM SAYED	ROBERT MELENDY
159	REPAIR	1-FAMILY DWELLING (STEPS)	239 HIGHLAND ST.	DONALD J GAUTHIER	DAVID C COURCHINE
160	REPAIR	1-FAMILY DWELLING (ROOF, PATIO DOOR, SKYLIGHTS)	68 LEAHY DR.	WINIFRED A MCGRAW	DAVID A. ST GERMAIN
161	REPAIR	1-FAMILY DWELLING	78 SCHOOL ST.	TERRENCE L. DORSEY	CATHERINE D GOVER
162	REPAIR	1-FAMILY DWELLING (ROOF)	4 CLEVELAND RD.	RONALD S. MOITZA	RONALD S. MOITZA
163	INSTALL	SIGN	278 WINTHROP ST.	LAU PROPERTY LLC	MICHAEL LEUNG
164	ALTER	1-FAMILY DWELLING (BASEMENT)	8 BRIGGS CT.	JACLYN WESTGATE	JACLYN WESTGATE
165	REPAIR	1-FAMILY DWELLING (WINDOWS)	320 BURT ST.	ANN DUGUAY & JOSEPH DUGUAY	JOSEPH DUGUAY
166	REPAIR	1-FAMILY DWELLING (SIDING)	20 HERBERT ST.	MICHAEL FARIA	MICHAEL FARIA
167	REPAIR	1-FAMILY DWELLING (ROOF)	198 TREMONT ST.	FERNANDO L. MONIZ	DAVID G. NESS
168	INSTALL	I/G SWIMMING POOL	763 SOUTH PRECINCT ST.	JAMES RICARDO	THOMAS CLANCY
169	REPAIR	COMMERCIAL/ RESIDENTIAL BLDG./DOORS, SIDING INTERIOR)	41 WINTHROP ST.	EDUARDO ALMEIDA	EDUARDO ALMEIDA
170	ALTER	1-FAMILY DWELLING (FINISH BASEMENT)	199 SCHOOL ST.	LUIS & MARIA CARDOSO	JOSEPH FIGUEIREDO
171	REPAIR/ADD TO	1-FAMILY DWELLING	950 GLEBE ST.	NELSON C. AGUIAR	NELSON C. AGUIAR

AUGUST, 2011

Application for Permit to		Use of Building (MECHANICAL/ SHEET METAL)	Location	Owner	Contractor
No.					
172	REPAIR	1-FAMILY DWELLING (WEATHERIZATION)	5 COLUMBUS BLVD.	ADA M. VIOLETTE	ROBERT GRUTTADAURIA
173	REPAIR	MOBILE HOME (WINDOWS)	1 PATRIOT RD.	COLONIAL ESTATES, INC./ WILLIAM S ROUNDS	EDUARDO ALMEIDA
174	REPAIR	1-FAMILY DWELLING (NEW DECK)	5 HOFFMAN ST.	RICHARD L. ROSE	RICHARD L. ROSE
175	ADD TO	1-FAMILY DWELLING (BEDROOM, LIVING RM. BATHROOM)	195 PRINCESS KATE CIRCLE	JAMES BRENNAN	JOSEPH BELOLI
176	REPAIR	2-FAMILY DWELLING (INTERIOR & EXTERIOR)	31 SOUTH ST.	PARK VIEW REALTY TRUST	ALBERT PERRAULT
177	ALTER	SCHOOL (INTERIOR REMODEL)	940 COUNTY ST.	BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL DISTRICT	JERRY PETERSON
178	REPAIR	COMMERCIAL BLDG. (MECHANICAL WORK)	239 BROADWAY	HYDA PROPERTIES	SS SERVICE CORP.
179	REPAIR	2-FAMILY DWELLING (DUPLEX) ROOF	6 ALBRO AVE.	CHARLES COURCY	BRIAN SULLIVAN
180	REPAIR	1-FAMILY DWELLING (ROOF)	45 SUMMER ST.	MICHAEL E. FASCI	BRIAN SULLIVAN
181	ADD TO	1-FAMILY DWELLING (2-STORY ADDITION & 2-CAR DETACHED GARAGE)	10 PRATT ST.	JANICE MARVEL	ANTONIO J. SOUSA
182	REPAIR	1-FAMILY DWELLING (ROOF & GUTTERS)	11 MEADOW ST.	JOHN BARRACLOUGH	DEREK DECHAIINE
183	REPAIR	1-FAMILY DWELLING (ROOF, CHIMNEY, SKY-LIGHTS)	14 GODFREY ST.	CHARLES WIRTH	DEREK DECHAIINE
184	REPAIR	1-FAMILY DWELLING (SIDING)	98 LIBERTY ST.	DON INGARGIOLA	DON INGARGIOLA
185	ERECT	FARMERS PORCH ON 1-FAMILY DWELLING	110 POWHATTAN DR.	STEVEN INDECK	JEFF CRAFFORD
186	ERECT	A/G SWIMMING POOL	241 SOUTH WALKER ST.	KERRY & SHAWN TOLLIVER	KERRY TOLLIVER
187	REPAIR	1-FAMILY DWELLING (DECK)	340 SHAGBARK RD.	CHRISTOPHER & RHONDA BASLER	CHRISTOPHER & RHONDA BASLER
188	REPAIR	2-FAMILY DWELLING (DECK STAIRS)	21 LIBERTY ST.	OCTAVIO SOUZA	THOMAS GALLAGHER
189	ERECT	SHED	100 QUEQUECHAN RD.	BRIAN FOSTER	BRIAN FOSTER
190	REPAIR	CONDOMINIUM (BATHROOM)	12 ALCOTT CIRCLE	MARTHA FARRELL	DANIEL BAIROS
191	REPAIR	1-FAMILY DWELLING (INSULATION)	215 ELDRIDGE ST.	ALBERTINA S MATOS	JOHN DAY
192	REPAIR	MOBILE HOME (WINDOWS)	31 HEMLOCK RD.	OAK HILL ASSOCIATES, LLC/ BEVERLY POTTIER	BRIAN BLANCHARD/ ADVANCED WINDOWS, INC.



		AUGUST, 2011			
No.	Application for Permit to ADD TO	Use of Building	Location	Owner	Contractor
193	REPAIR	1-FAMILY DWELLING (2 CAR DETACHED GARAGE)	100 FIELD ST.	SHEILA ABREAU	KEITH E. HARTUNG
194	REPAIR	1-FAMILY DWELLING (WINDOWS)	168 WILLIAMS ST.	GEORGE J. MOSKOS	BRIAN FISHER
195	ALTER/REPAIR	1-FAMILY DWELLING (INTERIOR & EXTERIOR)	15 CLAY ST.	AMY MACH	SEAN P. MURPHY
196	ALTER	WAREHOUSE (ADD INTERIC FREEZER)	220 O'CONNELL WAY BLDG. A, SUITE 100	CROSSROADS COMMERCE CENTER/ C/O CONDYNE LLC	JOHN J ANNARELLI/ MEDFORD WELLINGTON SERVICE
197	DEMO	CANOPY	28 CLIFFORD ST.	CITY OF TAUNTON	GILBERT LOPES, JR./ G. LOPES CONSTRUCTION CO.
198	REPAIR	MOBILE HOME (WEATHERIZATION)	50 HIGHLAND ST. #144	HOMETOWN AMERICA/ JAN MARIE LINCOLN	BRIAN BLANCHARD/ ADVANCED WINDWS, INC.
199	REPAIR	2-FAMILY DWELLING (WEATHERIZATION)	155 COUNTY ST.	ROBERT GOULART	JAY LAMBALOT
200	ADD TO	2-FAMILY DWELLING (CONDEX)(CHIMNEY)	82 LANDING DR.	JOSE D. ROCHA	JOSE D. ROCHA
201	REPAIR	4-8 UNIT FAMILY DWELLING (ROOF)	87 BAY ST.	JOSEPH BROWN	ANDREW A KEACH
202	INSTALL	HVAC UNIT ON 3RD FL. OF	238 BRADWAY	JOHN WHITAKER	DAVE CASEY
203	RAZE	A 3-FAMILY DWELLING	23 UNION ST.	TAUNTON FEDERAL CREDIT UNION	GILBERT LOPES, JR./
204	RAZE	1-FAMILY DWELLING	358 WASHINGTON ST.	JOHN K DAROSA	JOHN K DAROSA
205	ALTER	COMMERCIAL SPACE (TEMP HALLOWEEN/ TOY STORE)	2 GALLERIA MALL DR. #C101	GENERAL GROWTH PROPERTIES	PATRICK DAHLGREN/ PROPERTY PRO CONST.
206	ALTER	1-FAMILY DWELLING TO A 2-FAMILY DWELLING	2 FOURTH AVE.	NOELLE STORK	NOELLE STORK
207	ALTER	2-FAMILY DWELLING (INTERIOR CLOSET & WINDOWS)	17 JEFFERSON ST.	MARY BROTHERS	STEVEN ST. MARTIN
208	REPAIR	1-FAMILY DWELLING (WINDOWS)	38 PINE ST.	ALBERT STANDE	MARY MCNEILL
209	REPAIR	1-FAMILY DWELLING (FRONT PORCH)	248 TREMONT ST.	LOUIS DOS ANJOS	LOUIS DOS ANJOS
210	REPAIR	MOBILE HOME (INSULATIC WEATHERSTRIPPING, VENTILATION)	350 1/2 WINTHROP ST. 44 NATICK DR.	A.L.E. REALTY TRUST	ANTONIO S. BAIROS
211	REPAIR	2-FAMILY DWELLING (ROOF, WINDOWS, SIDING)	39 N. PLEASANT ST.	BRIAN DASILVA TRUSTEE	BRIAN BLANCHARD/ ADVANCED WINDOWS, INC.
212	REPAIR	1-FAMILY DWELLING (WINDOWS, EXTERIOR REPAIRS)	30 GRANT ST.	SHEILA M DESOUZA	BRIAN DASILVA
213	REPAIR	2-FAMILY DWELLING (ROOF)	439 MIDDLEBORO AVE.	MARY DAVIS.	STEVEN ST. MARTIN
214	REPAIR	1-FAMILY DWELLING	26 HARRISON ST.	MAUREEN SANDS	ROBERT H. BURT JR.
215	REPAIR	1-FAMILY DWELLING			MAUREEN SANDS

		AUGUST, 2011			
No.	Application for Permit to	Use of Building (ROOF, WINDOWS, PORCH COMMERCIAL BLDG. (LIQUOR STORE/PIZZA PARLOR TO A GLASS CO.) GARAGE)	Location	Owner	Contractor
216	ALTER/REPAIR ADD TO	COMMERCIAL BLDG. (LIQUOR STORE/PIZZA PARLOR TO A GLASS CO.)	318-320 BROADWAY	NEAL STROJNY	BILL SOUSA/ MODERN CONST.
217	ERECT	(GARAGE)	253 PLAIN ST.	FRANCIS ROGERS	FRANCIS ROGERS
218	ALTER	COMMERCIAL BLDG. (CHANGE OF USE)	300 MYLES STANDISH BLVD./ (ATG REHAB)	HORIZON NOMINEE REALTY TRUST	FRANK ALIZIO
219	REPAIR	MOBILE HOME (ROOF)	112 MAYFLOWER AVE.	OAK HILL ASSOCIATES, LLC/ ERIC L ANDERSON	ERIC L ANDERSON
220	ALTER	CELL TOWER	16 MOZZONE BLVD.	R&R REALTY TRUST	THE STOWE GROUP LLC/ JOSEPH A SKOMURSKI
221	REPAIR	3-FAMILY DWELLING (SIDING)	80 WEST BRITANNIA ST.	EDMUND BRENNAN	THOMAS MCDERMOTT
222	REPAIR	CONDOMINIUM (INTERIOR & EXTERIOR)	162 OAK ST. UNIT 10	COBB BROOK LANDING/ CARRIE MONIZ	LUIS BOLARINHO

*Robert P. Pirozzi*

Robert P. Pirozzi / Building Commissioner-Chief of Inspections



**CITY OF TAUNTON  
BOARD OF ASSESSORS  
CITY HALL**

**15 Summer Street Taunton, Massachusetts 02780  
Tel (508) 821-1011 Fax (508) 821-1096**

**Barry Cooperstein, Chr.  
Scott DeSantis  
Kathy Grein**

September 1, 2011

Mayor Charles Crowley  
Council President Sherri Costa-Hanlon  
and Municipal Councilors

Please be advised that of this date real estate and personal property values for FY2012 have been certified and approved by the Department of Revenue.

We can be ready for the Classification Hearing to set FY2012 tax rates at any time, providing that notice of the Hearing has been published in the local newspaper in a timely fashion. This is done in conjunction with the annual recapitulation report which includes any supplemental budget and final reporting adjustments.

The rationale for doing this as early as possible is the reverse calendar we use from the date the actual 3<sup>rd</sup> quarter (due Feb. 1, 2012) is mailed at the end of December.

- Kelly and Ryan mails the bills.
- Kelly and Ryan receives the data from WTI.
- Collector receives Commitment from Assessors
- Assessors add betterment and lien payments for water, sewer and TMLP to the file.
- Data sent back to Assessors from WTI.
- Assessors send files (through Vision Appraisal and RRC) to WTI, which applies the tax rates.
- Department of Revenue approves Recap and tax rates.
- Assessors send Recap to Department of Revenue.
- Classification Hearing at which Council approves tax rate.

There are delays and potential glitches at every step, therefore, the earlier the better.

Respectfully yours,

Board of Assessors

57.

**CLAREWOOD HOMES, INC.  
55 WINTHROP STREET #2  
REHOBOTH, MA 02769  
P.508-252-3344 F.508-252-3337 C.508-509-51215**

August 31, 2011

Rose Marie Blackwell, City Clerk  
City of Taunton  
Temporary City Hall  
141 Oak Street  
Taunton. MA 02780

Re: 1 Elm Street  
Taunton, MA  
Map 66 Parcel 651

Dear Ms. Blackwell,

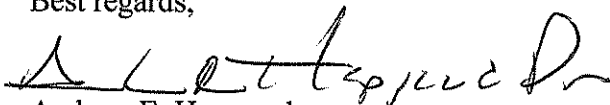
I respectfully request permission to tie-in the new home to be constructed at 1 Elm Street, Taunton into the municipal water and sewer located on Elm Street. Elm Street was most recently resurfaced in November 2008 and is currently under a five-year moratorium.

The property, located on the corner of Dean Street, is within the Taunton Historic District and within the riverfront area of the Taunton River. Both the Historic District Commission and the Taunton Conservation Commission, who have approved the project, prefer that access to the new home be off Elm Street. Although access to both water and sewer is available on Dean Street, a significant amount of additional work would be required within the riverfront area that is something the ConCom would like to avoid. In addition, removing the mature trees would lessen the privacy for future homeowners and open the sight to the noise of the heavy traffic along Dean Street.

I would respectfully request that this matter would place on the agenda for the upcoming Tuesday, September 6, 2011 meeting of the Municipal Council.

Any consideration that the Council may give to this matter will be greatly appreciated.

Best regards,



Andrew E. Hopgood  
President



**CITY of TAUNTON**  
**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING DIVISION**

*15 Summer Street*  
*Taunton, Massachusetts 02780-3430*  
*Phone: 508-821-1027, Fax: 508-821-1336*

*Mark B. Slusarz, P.E.*  
*City Engineer*



September 1, 2011

Mayor Charles Crowley  
Members of the Municipal Council  
City of Taunton  
141 Oak Street  
Taunton, MA 02780

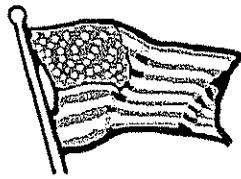
Re: Street Acceptance  
Thrasher Ave & Thrasher Place

Dear Mayor, Members of the Taunton Municipal Council;

The Public Works Department is considering infrastructure and paving improvements to Thrasher Ave and Thrasher Place. These streets and the utilities in them are currently serviced by the City. Both streets are old and do not have layouts plans or descriptions. Acceptance will allow for Chapter 90 funds to be used to make improvements beyond minor pavement patching and other repairs.

Sincerely,  
City of Taunton

Mark B. Slusarz, P.E.  
City Engineer



SEPTEMBER 6, 2011

HONORABLE CHARLES CROWLEY, MAYOR  
COUNCIL PRESIDENT SHERRY COSTA-HANLON  
AND MEMBERS OF THE MUNICIPAL COUNCIL

**PLEASE NOTE:**

THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR **TUESDAY, SEPTEMBER 6, 2011 AT 5:30 P.M.** IN THE **TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780,** IN THE **CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS**

**5:30 P.M.**

**THE COMMITTEE ON FINANCE AND SALARIES**

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

**THE COMMITTEE ON SOLID WASTE**

1. MEET TO REVIEW THE PROPOSED EXTENSION CONTRACT FOR A.R.I.
2. MEET TO REVIEW MATTERS IN FILE

**THE COMMITTEE OF THE COUNCIL AS A WHOLE**

1. MEET WITH THE CITY SOLICITOR TO DISCUSS GUIDELINES REGARDING STORAGE AND CUSTODIANS FOR MUNICIPAL COUNCIL TAPES AND RECORDS AND DIGITAL RETENTION FOR CITY DEPARTMENTS
2. MEET TO REVIEW MATTERS IN FILE

RESPECTFULLY,

COLLEEN M. ELLIS  
CLERK OF COUNCIL COMMITTEES