

AGREEMENT BETWEEN THE

TOWN OF LYNNFIELD

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93

LOCAL 3434, HEREINAFTER REFERRED TO AS THE UNION

“CLERICAL EMPLOYEES”

FROM JULY 1, 2013 THROUGH JUNE 30, 2016

TABLE OF CONTENTS

ARTICLE		PAGE
1	INTENT AND PURPOSE	1
2	RECOGNITION	1
3	RIGHTS AND MANAGEMENT	2
4	UNION DUES AND SECURITY	2
5	DISCRIMINATION AND COERCION	3
6	GRIEVANCE PROCEDURE	3
7	SENIORITY	5
8	PROBATION PERIOD	6
9	JOB POSTING AND BIDDING	7
10	HOURS OF WORK	7
11	OVERTIME	8
12	UNION REPRESENTATIVES	8
13	MEAL PERIODS	8
14	REST PERIODS	9
15	HOLIDAYS	9
15A	PART-TIME BENEFITS	10
16	VACATIONS	10
17	SICK LEAVE	12
18	PERSONAL DAYS	13
19	JURY DUTY	13
20	CONTINUITY OF OPERATIONS	14
21	BEREAVEMENT LEAVE	14
22	JOB CLASSIFICATION AND RATES OF PAY	15
23	MATERNITY LEAVE	15
24	MISCELLANEOUS PROVISIONS	16
25	LONGEVITY	16
26	MEDICAL, DENTAL AND LIFE INSURANCE	17
27	WAGES/STIPENDS/CLASSIFICATIONS & STEPS	17
28	EFFECTIVE DATE AND TERMINATION	19
APPENDIX A	CLASSIFICATION AND PAY PLAN	21
APPENDIX B	AUTHORIZATION FORM FOR PAYROLL DEDUCTION OF UNION DUES	23
APPENDIX C	AUTHORIZATION FORM FOR AGENCY FEE DEDUCTION	24

ARTICLE 1 INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town of Lynnfield and the Union, to provide for municipal services, hereinafter referred to as "Municipal Services", under methods which will further to the fullest extent possible the welfare of the inhabitants of the Town of Lynnfield under conditions which will insure economy of operation, quality and quantity of performance.

By the consummation of this Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of municipal services; to set forth the Agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the municipal services in the Town of Lynnfield. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain complete authority over the policies and administration of the departments, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE 2 RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all non-professional permanent, full-time & part-time employees of the following departments of the Town of Lynnfield.

All clerical employees in the Town of Lynnfield, excluding the executive secretary to the Board of Selectmen, administrative assistant to the Department of Public Works, the executive secretary to the Police chief, the Associate Director of the Division of Finance and Administrative Service/Tax Collector, and the Associate Director of the Division of Finance and Administrative Services/Treasurer, and all managerial, confidential and casual employees and all other employees.

Permanent full-time employees - Definition: Those employees who work thirty (30) hours or more per week.

Permanent part-time employees - Definition: Those employees who work a normal 20 or more hours per week.

Section 2.

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement. No prior individual agreements or understandings oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Employer shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term hereof. No change or modification of specific provisions of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 3 RIGHTS AND MANAGEMENT

Section 1.

It is agreed that management officials of the Town of Lynnfield retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the unit, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the methods, means and personnel by which such operations are to be conducted, including subcontracting if deemed necessary, and to take whatever action may be necessary to carry out the mission of the applicable departments, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 2.

The Town of Lynnfield and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any terms or conditions of this Agreement.

ARTICLE 4 UNION DUES AND SECURITY

Section 1.

In accordance with the provisions of General Laws, Chapter 180, Section 17A, during the life of this Agreement and in accordance with the terms of the form of authorization of dues deduction hereinafter set forth, the Employer agrees to deduct union dues certified by the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such deduction shall continue until such authorization is revoked in writing pursuant

to the form. Remittance by the Employer shall be made by the fifteenth (15th) day of the succeeding month.

The form Authorization for Payroll Deduction of Union Dues is attached as Appendix B.

Section 2.

The Employer will require as a condition of employment, the payment of an agency service fee in the same amount as the union dues by any permanent full-time employee and permanent part-time employee who is not a member of the Union thirty (30) days after being hired or the effective date of this Agreement, whichever is later.

The Employer agrees that upon appropriate written authorization executed by such employee, it will deduct the agency service fee once each month from the pay of the employee, and will remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had such agency service fee deducted. Such deduction shall continue until such authorization is revoked in writing pursuant to the form, remittance by the Employer shall be made by the fifteenth (15th) day of the succeeding month. See Appendix C Form.

Section 3.

The Union agrees to indemnify and save the Employer harmless from any action it may take pursuant to this Article including any claims made against it by any employee or group of employees.

ARTICLE 5 DISCRIMINATION AND COERCION

There shall be no discrimination by department heads, division heads, or other agents of the Employer against any employee because of his activity or membership in the Union.

The Union, its officers and members, shall not intimidate or coerce employees from exercising their legal rights to join or to refrain from joining the Union.

ARTICLE 6 GRIEVANCE PROCEDURE

It is agreed between the parties hereto that there shall be a grievance procedure available for the use of all employees. The purpose of the grievance procedure shall be to settle employee grievances as expeditiously and fairly as possible to insure efficiency and high employee morale. A grievance must be presented within five (5) calendar days of the time of the occurrence. For purposes of this Agreement a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language in a specific provision of this Agreement. It shall be the responsibility of all parties to come to a quick and amicable solution; grievances shall be taken up at such times as set

by the Employer to minimize loss of production work. The steps to be followed in all cases are as follows:

Step 1.

Whenever an employee has a grievance relating to his employment he shall orally make it known to his immediate supervisor making it clear to his supervisor that he is presenting a grievance in accordance with this clause. His supervisor shall attempt to resolve the grievance and shall verbally respond to the employee within five (5) working days of being told of the grievance. If the grievance is not satisfactorily resolved the employee may then take Step 2.

Step 2.

The employee shall reduce his grievance to writing (on an approved grievance form) and present it to his department head (who may or may not be the "Supervisor" to whom the grievance was orally presented at Step 1) within five (5) working days of the Supervisor's response under Step 1 or, in the event that the Supervisor does not submit a timely response at Step 1, within eight (8) working days of the oral presentation of the grievance to the Supervisor at Step 1. Any grievance which is not timely filed at this Step will be null and void. The department head shall attempt to resolve the grievance and shall submit an answer in writing on a form to the employee with a copy to the clerk of the Personnel Board within five (5) working days of the receipt of the grievance. If the grievance is not satisfactorily resolved hereunder the employee may then take Step 3.

Step 3.

The employee shall file a written statement of his grievance with the Personnel Board and request an informal hearing before the same at its next regular meeting, or at a special meeting if the Board deems this advisable. The Board shall notify the appropriate department head and/or supervisor to be present at said hearing. All parties, including the Board, shall be entitled to be represented by a duly authorized representative. Within fifteen (15) days of the hearing, all parties shall be notified in writing of the decision of the Board, which decision shall be in writing. If the grievance is not satisfactorily resolved at this Step, it may be taken to Step 4.

Step 4.

A grievance may be appealed within five (5) calendar days of the Personnel Board's written response by filing a written statement of the grievance with the Board of Selectmen, and requesting an informal hearing before the Board at its next regular meeting or at a special meeting if the Board deems this advisable.

The Board of Selectmen shall attempt to resolve the grievance, and shall provide an answer in writing to the employee and the Union representative within fifteen (15) calendar days of the hearing. If the grievance is not satisfactorily resolved at this Step, it may be taken to

Step 5.

A grievance may be appealed, in no event later than thirty (30) calendar days of the Board of Selectmen's written response by filing a written demand for arbitration.

Arbitration: A grievance which qualifies under the grievance procedure may be referred to arbitration. The notice shall be filed with the Board of Selectmen in no event later than thirty (30) days after denial of the grievance at Step 4 under the grievance procedure.

It is agreed that during the term of this Agreement the arbitrator to whom the grievance shall be referred for a decision shall be selected by the employer and the Union. If the parties fail to select an arbitrator, the grievance shall be presented to the American Arbitration Association. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding and the choice of an arbitrator. If the parties mutually agree they may, instead, present the case to the Massachusetts Board of Conciliation and Arbitration (MBCA) for processing in which case the rules of the MBCA shall apply to the processing and to the selection of an arbitrator.

It is understood and agreed that no matters relating to the power and authority exclusively vested within the Employer by statute shall be submitted to arbitration. The decision of the arbitrator shall be supported by substantial evidence on the record as a whole, and shall be final and conclusive and binding upon all employees, the Employer and the Union. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement nor shall the arbitrator have jurisdiction in any case submitted to arbitration to affect in any way, directly or indirectly by any decision or in any other manner, the right and responsibility of the Employer to direct its employees; the assignment of work to employees; the shift schedules and hours of work; the rules and regulations to be made or applied for discipline.

All expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The grievant(s) shall be paid at their hourly rate of pay for hearings or arbitrations conducted during the employee's normal work day, but not for Personnel Board grievance hearings held outside the normal work day.

ARTICLE 7 SENIORITY

The length of permanent, full-time and permanent part-time continuous service to the Town of the employees in the bargaining unit shall determine the seniority of the employees. The principle of seniority shall govern and control in all cases of lateral transfers and promotions within the bargaining unit.

Promotions: Employees must meet the qualifications of the job description currently in effect at the time of the posting. Should two employees be relatively equally qualified for a position then the senior applicant shall be awarded the position. An employee who is promoted to a higher

classification will be placed at the step of the new classification that is nearest to, but higher than, the rate of compensation that he/she was earning immediately prior to the effective date of the promotion.

Layoff and Recall:

- a. If a reduction in the work force or the elimination of job(s) is necessary, probationary employee(s) in the affected job classification shall be laid off first.
- b. The employee(s) with the least bargaining unit seniority in the classification which is to have a layoff shall be displaced next.
- c. The affected employee shall first move into any bargaining unit vacancy of equal or lower classification which is intended to be refilled. If there are no such vacancies, that employee, seniority permitting, may bump the employee who has the least seniority in any equal or lower classification in the bargaining unit.
- d. Employees who are not qualified or who are unable to exercise their seniority shall be laid off.
- e. In all instances listed hereinabove, the affected employee(s) must possess the skill and ability to perform the job requirements of the position to which he/she (they) would bump, exclusive of familiarization.
- f. Employee(s) moving or bumping into another job will be paid the rate of that job.

A lateral transfer is described as a transfer of classification within the same pay grade.

ARTICLE 8 PROBATION PERIOD

Section 1.

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.

Section 2.

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

Section 3.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein.

ARTICLE 9 JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested may apply in writing within the seven (7) day period. The Employer shall award the position to the most senior qualified applicant.

Any individual selected from the bargaining unit to fill such vacancy shall be given a thirty (30) day trial and training period unless extended at the sole discretion of the Employer for an additional period in the new position at the applicable rate of pay. Any such appointment shall be subject to the employee's meeting all applicable physical requirements and taking any required physical examinations. If at the end of the trial and training period, it is determined by the Employer that that employee is not qualified for any reason he/she shall be returned to his/her old position and rate. If an employee is not selected for a position for which he/she puts in a new bid, or if he/she is returned to his/her old position after working in a new position for a trial period, he/she may appeal directly to the Personnel Board in accordance with Step 3 of the grievance procedure. The decision of the Personnel Board shall be final and binding on all parties and shall not be subject to arbitration.

The above is subject to the Town of Lynnfield's affirmative action plan filed with the Commonwealth of Massachusetts.

ARTICLE 10 HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for meal periods. The work week shall consist of four (4) consecutive 7 1/2 hour days and one (1) day (Friday) of five (5) hours, not including a meal period. The regular hours of work shall be Monday through Thursday from 8:00 a.m. to 4:30 p.m., and Friday from 8:00 a.m. to 1:00 p.m.

Hours of work shall not be changed to avoid the payment of overtime. By mutual agreement, the employee and the employer may modify the hours of work (on an individual basis).

ARTICLE 11 OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of seven and one-half (7-1/2) hours work in one day or thirty five (35) hours work in one (1) week.

Any employee called back to work on the same day after having completed his assigned work and left his/her place of employment before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half (1 1/2) if the call back is prior to midnight (12:00 a.m.) and he/she will be guaranteed four (4) hours pay at time and one-half (1 1/2) if call back is after midnight (12:00 a.m.), provided, however, in the case where an employee is called in earlier than his/her normal starting time by less than three (3) hours he/she will be paid no less than three (3) hours.

Overtime, so far as practical, shall be equally and impartially distributed among personnel in each department who ordinarily perform related work in the normal course of their work week; when in the case of emergency, it is necessary to call in personnel from other departments to aid and assist, the personnel in departments other than the department which normally performs such work shall be released from their duties first when the work load lessens.

The Employer shall keep records of the overtime actually worked and/or offered in each department.

It is recognized that a reasonable amount of overtime is essential to the proper functioning of all departments and is expected.

Work performed on Sunday, shall be paid for at the rate of time and one-half (1 1/2), and shall not be for less than three (3) hours.

ARTICLE 12 UNION REPRESENTATIVES

The name of the Union Steward and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer in writing of any changes.

ARTICLE 13 MEAL PERIODS

All employees shall be granted an unpaid meal period of one (1) hour during each work shift, except for Friday. Whenever possible, the meal period shall be scheduled about the middle of the shift.

The employee may be allowed an unpaid meal period every four (4) hours after completing a seven and one-half (7 1/2) hour work shift, but in no event shall the employee be required to extend his/her work day more than two (2) hours without a meal period.

ARTICLE 14 REST PERIODS

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible unless mutually agreed otherwise.

ARTICLE 15 HOLIDAYS

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Patriots Day	*Friday after Thanksgiving
Memorial Day	1/2 day before Christmas
Independence Day	Christmas Day
Labor Day	

* The Friday after Thanksgiving is to be considered a non-premium day, and a non-scheduled work day. If conditions warrant, employees may be scheduled to work on that day. Employees who do work on that day will receive their straight time pay, and shall be granted a vacation day with pay as an alternative to such holiday.

To be eligible for such holiday pay, the employee shall have worked on the regularly scheduled work day immediately preceding the holiday and the regularly scheduled work day immediately following the holiday unless the employee was absent on one or both of those working days on paid leave (authorized elsewhere in this Agreement) or unless the employee's absence on such day or days was excused by the employee's department head due to extenuating circumstances.

If required to work on a holiday enumerated above, except Christmas Day and New Year's Day, such employee shall receive time and one-half (1 1/2) for the hours worked in addition to their regular pay, but in no case shall this be less than three (3) hours at time and one-half (1 1/2).

If required to work on Christmas Day or New Year's Day, such employee shall receive double time (2X) for the hours worked in addition to their regular pay, but in no case shall this be less than three (3) hours at double time (2X).

When a holiday falls on a Saturday, the Friday immediately preceding shall be observed and when it falls on a Sunday, the Monday immediately following shall be observed.

ARTICLE 15A
PART-TIME BENEFITS

Notwithstanding any other provisions of the Agreement, permanent part-time employees covered by the Agreement shall receive holidays, vacation, sick leave, personal days and longevity payments on a pro-rated basis (based on the ratio of their average weekly hours to thirty-five (35)).

The employee's "average weekly hours" shall be calculated as of July 1 of each year based upon the number of hours the employee had worked since the previous July 1 divided by 52.2 (or, if the employee was hired after the previous July 1, based upon the number of hours worked since the date of hire divided by the number of weeks between the employee's date of hire and July 1.)

(A permanent part-time employee will receive a pro-rated portion of the vacation and/or longevity benefit to which a full-time employee who has the same length of continuous uninterrupted service to the Town would be entitled pursuant to Article 16 or Article 25, respectively.)

ARTICLE 16
VACATIONS

Section 1.

Vacation entitlement for full-time employees covered by this Agreement shall accrue on July 1 of each year based upon the employee's completion of the following periods of continuous uninterrupted service within the bargaining unit as of July 1:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 year	2 weeks vacation
5 years	3 weeks vacation
10 years	4 weeks vacation
15 years	4 weeks vacation plus one additional day of vacation for each year through year 19
20 years	5 weeks vacation plus one additional day of vacation for each year through year 24
25 years or more	6 weeks vacation

A full-time employee who has completed less than one (1) full year of continuous uninterrupted service as of July 1 shall accrue 5.83 hours of vacation for each full month of service that he/she has completed as of July 1.

Section 2.

Vacation time accrued on July 1 of each year shall be used in the twelve (12) month period thereafter, and may not be carried beyond the following June 30 without the written agreement of the Employer.

Section 3.

Vacation time shall be scheduled by the Employee's department head at such times as will best serve the public interest. However, the employee will have the right to take his/her vacation time between May 15 and September 15. Where applicable, preference for vacation periods shall, when possible, be given on the basis of seniority, except that no employee within a particular department who is entitled to more than seventy (70) hours of vacation time shall be permitted to choose such additional time until every other employee within that department (who is entitled to vacation time) has had the opportunity to choose seventy (70) hours (or whatever lesser amount to which he/she is entitled).

Section 4.

An employee who has been employed by the Town for one year or more who resigns after giving two (2) weeks' notice, or who dies while in the employ of the Town, or who enters military service for a period of six (6) months or longer, or whose services are terminated by the employer (except for cause), shall be paid for unused vacation time which was accrued as of the previous July 1 and shall additionally be paid a pro-rated portion of vacation for the then current fiscal year based upon the number of full months that he/she has completed during that fiscal year.

Persons who are dismissed for cause or who resign without two (2) weeks' notice or who have been employed by the Town for less than one (1) year at the time of termination shall only be paid for any unused vacation time which was accrued as of the previous July 1.

Section 5.

If an employee dies while employed by the Town the Director of the Division of Finance & Administrative Services, with the approval of the Town Accountant, will authorize payment in the following order of precedence:

1. To the surviving beneficiary(ies), if any, which the employee had listed with the Essex County Retirement Board.
2. If there is no such surviving beneficiary(ies), then to the estate of the deceased employee.

Section 6.

When a paid holiday for which the employee is eligible occurs during an employee's vacation period, the paid holiday shall not be counted as a vacation day.

ARTICLE 17 SICK LEAVE

Persons employed on a permanent full-time and permanent part-time basis after 180 calendar days will be allowed sick leave with pay on the basis of 8.75 hours for each month of service. Sick leave not used in any year may be accumulated not to exceed one thousand, five hundred and five (1,505) hours in the aggregate. New employees will be credited with such sick leave that may have been earned for the first one hundred and eighty (180) days of employment at the completion of said 180 days. Sick leave will be granted to employees only under the following conditions:

1. When incapacitated by sickness or injury;
2. When, because of exposure to contagious disease, the presence of the person at work would jeopardize the health of others.

Injury, illness or disability, self-imposed, or as a result of alcohol or drugs not taken as medically prescribed treatment will not be considered a proper claim for sick leave benefits. With the department head's approval, vacation time may be converted to sick leave if no sick leave time is available.

An employee may use up to five (5) days of sick leave in any fiscal year to attend to a family member who is ill. For purposes of this paragraph "family member" shall include the employee's spouse, children, parents, and anyone who has resided continuously in the employee's home for at least six (6) months prior to the date of the employee's request to use sick leave. It is further agreed that after an employee has exhausted all of his/her vacation and personal leave the employee will be permitted to use up to thirty (30) additional days of his/her accumulated sick leave to attend to a family member's "serious health condition". The term "serious health condition" shall be given the meaning provided to that term under the Family and Medical Leave Act of 1993 and the regulations issued pursuant to that Act.

A medical certificate may be required as proof of sickness, injury or exposure to contagious disease. Failure to report absence promptly or to obtain a required certificate within seven (7) calendar days after request will provide the department head sufficient reason for disapproving a sick leave request. Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

If any employee is injured while performing his/her duty, and such accident is covered by workers' compensation, he/she shall receive sick leave up to the extent of his/her credits until payment under workers' compensation law begins. In addition, he/she may receive partial sick leave allowance payments which, when added to disability compensation, will result in full

payment of regular salary. Any absence resulting from such injury that is in excess of available sick leave or vacation credits, shall be deemed leave of absence without pay.

Except as otherwise provided herein, all leaves of absence shall be without compensation or other benefits and shall be subject to the approval of the department head.

Sick Leave Incentive - An employee who does not use any sick leave during a particular calendar quarter (January 1 through March 31, April 1 through June 30, July 1 through September 30, or October 1 through December 31) shall be granted seven (7) hours of personal leave provided the employee had used no more than forty-two (42) hours of sick leave during the twelve (12) month period that preceded the commencement of the calendar quarter.

Upon retirement of an employee pursuant to M.G.L.c.32, the employee shall be entitled to cash payment for twenty-five percent (25%) of his/her accumulated unused sick leave at his/her then current hourly rate. In no event, however, shall an employee be paid for more than two hundred and fifty (250) hours.

ARTICLE 18 PERSONAL DAYS

Permanent full-time and permanent part-time employees shall be entitled to be absent from work for twenty-one (21) hours per fiscal year without loss of their regular straight time pay to attend to personal business. An employee who elects to take all of her personal leave in seven and one-half (7 1/2) hour increments will be permitted to take three (3) such increments of leave despite the fact that the total leave (22 1/2 hours) would exceed the twenty-one (21) hour limit.

Such absence shall be requested of the department head not later than twenty-four (24) hours in advance of its occurrence. The scheduling of such absence for personal business shall be at the reasonable discretion of the department head.

ARTICLE 19 JURY DUTY

Full-time and permanent part-time employees shall be allowed leave to fulfill jury duty. If the jury fees, exclusive of travel allowances, received by said employee for such jury duty shall be less than the regular pay received by him from the Town, the difference between said fees and regular pay shall be paid to such employee by the Town. However, as a condition to receiving such payment, the employee agrees that if during such jury duty he/she is discharged for the day or major portion thereof during regular hours, he/she will report to his/her supervisor for such work as may be assigned. An employee performing such jury duty and who desires the benefit of this article shall be required to present weekly to his/her department head a certificate by the court or any duly authorized representative as to the time spent by the employee in such jury duty during each week.

ARTICLE 20 CONTINUITY OF OPERATIONS

Section 1.

The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sitdown, slowdowns, withholding of services, boycott (whether primary or secondary), demonstration at the Employer's premises, or any other direct or indirect interference, concerted or otherwise, with the Employer's operations. The Employer agrees not to conduct a lockout.

Section 2.

The Employer may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this article. Such action shall not be subject to the grievance procedure hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

Section 3.

The Employer retains the right to recover from the Union, or any officers, agents, or members thereof, through legal procedures as provided by law, such damages as it may suffer by reason of violation of this article except that no person (including the Union) shall be liable if he did not engage in, induce or encourage activity violative of Section 1, and such person takes all lawful steps reasonably within his/her power to have such activity terminated.

ARTICLE 21 BEREAVEMENT LEAVE

In case of death in the immediate family (husband, wife, children, parents, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, sister-in-law, grandchildren and persons living in the immediate household) employees will be granted three (3) calendar days in each instance.

In the case of the death of an employee's aunt, uncle, niece, nephew, or first cousin, employees will be granted one (1) working day in each instance.

In the event that an additional day is required for bereavement, bargaining unit members will be allowed to use a sick day. The sick time will be exempt from the Sick Leave Incentive for personal hours under Article 17.

ARTICLE 22 JOB CLASSIFICATION AND RATES OF PAY

Effective July 1, 2010 through June 30, 2013, employees shall be compensated in accordance with the "Classification and Pay Plan" contained in Appendix A.

An employee who is designated by his/her department head in writing to temporarily fill a vacant position will be paid at the higher rate for the time actually worked in the higher position in excess of ten (10) working days. Said employee shall revert to his/her original pay rate after the temporary assignment. The aforementioned ten (10) working days is considered probationary time, and shall not have to be repeated, if said employee is again designated by his/her department head in writing to temporarily fill the same higher position. Notwithstanding the third sentence of Article 6, an employee who claims that the provisions of this paragraph have been violated may file a grievance concerning that claimed violation within thirty (30) calendar days of the event giving rise to that grievance.

ARTICLE 23 MATERNITY LEAVE

A. A full-time and/or permanent part-time female employee who has completed her probationary period, or, if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from her employment with the Employer for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted a maternity leave without pay if her request for such leave is made to the department head at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of this article.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provisions of this Agreement to the contrary, the maternity leave granted under this article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

If, upon request of an employee, the department head grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

Not later than two (2) weeks prior to the expiration of the eight (8) weeks maternity leave, an employee may request a return to work reduced time. If approved by the department head, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

ARTICLE 24 MISCELLANEOUS PROVISIONS

Bulletin Board - There shall be one (1) bulletin board in the Town Hall in a conspicuous place where employees normally report for work. Announcements, which shall first have been initialed by the Town Administrator of the Town of Lynnfield, may be posted on such boards, together with announcements of the Employer; all parties agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Should any provision of this Agreement be found to be in violation of any federal or state law or by-law of the Town of Lynnfield 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.

No discrimination - The parties to this Agreement agree that they shall not discriminate against any person within the bargaining unit because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement, subject to the Town of Lynnfield's affirmative action plan filed with the Commonwealth of Massachusetts.

Access to premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees-AFL-CIO, and/or Council 93 and/or Local 3434, to enter the premises during working hours for individual discussion of working conditions with employees, but only with the approval of the department head, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

The Town shall draft a revised contract for review by the Union prior to final printing.

ARTICLE 25 LONGEVITY

Permanent full-time employees will be entitled to payments based on years of continuous full-time service with the Town, payable each year on the first pay period immediately following his/her anniversary date of hire, per the following schedule:

1. Employees who have at least five (5) years of employment, less than ten (10) years, shall receive a payment of \$550.00.
2. Employees who have at least ten (10) years of employment, less than fifteen (15) years, shall receive a payment of \$625.00.

3. Employees who have at least fifteen (15) years of employment, less than twenty (20) years, shall receive a payment of \$675.00.
4. Employees who have at least twenty (20) years of employment, but less than twenty-five (25) years, shall receive a payment of \$725.00.
5. Employees who have at least twenty-five (25) years of employment shall receive a payment of \$775.00.

Longevity payments shall be paid in a separate check.

ARTICLE 26 MEDICAL, DENTAL AND LIFE INSURANCE

Employees and the Town shall each pay one half of the premium due for Blue Cross/Blue Shield medical (or its equivalent) and life insurance offered to Town employees. Such coverage shall be optional with each employee.

Effective July 1, 2003, the Town shall offer and administer a voluntary participation plan for Dental Insurance for its Town employees eligible to participate in Town sponsored benefit plans in accordance with G.L. Ch. 32B.

For the period from July 1, 2003 through June 30, 2004, participating employees shall pay the full premium for such Dental Insurance.

Effective July 1, 2004, the Town of Lynnfield shall contribute \$5.00 per month per subscriber towards the premium charged for said Dental Insurance.

ARTICLE 27 WAGES/STIPENDS/CLASSIFICATIONS & STEPS

Stipends:

Effective July 1, 1989 the monthly stipend for the Assistant Assessor position shall be \$60.00.

The Employer reserves itself the right to eliminate the aforementioned assistant position and its stipend. Alternatively, the parties acknowledge that the Town retains the right to appoint a person or persons who is/are not member(s) of the bargaining unit to act as Assistant Assessor(s), in which case no one would receive the above-described stipend.

Wages are attached as Appendix A and made part of this Agreement.

Steps:

1. Employees hired prior to 7/1/88 shall proceed through the step system as follows:
 - A. Steps 2 through 4 shall be merit steps
 - B. Steps 5 through 7 shall be longevity steps
2. Employees hired after 7/1/88 shall proceed through the step system as follows:
 - A. Steps 2 through 5 shall be merit steps
 - B. Steps 6 through 7 shall be longevity steps
3. All employees on merit steps shall be required to be evaluated subject to Section 5 of this article.
4. Employees hired outside of merit steps shall be required to be evaluated two (2) times in addition to their probationary evaluation.
5. The granting of any merit step increase will be conditioned upon the employee receiving overall rating of "competent" or better on his/her annual performance evaluation. The annual performance evaluations will be performed in June of each year.
6. Longevity Increase - These step increases are automatic and do not require any written evidence of meritorious performance. These are granted automatically after one year.

All step increases shall be effective on July 1. An employee who is hired between July 1 and January 1 shall be eligible for his/her first step increase on the following July 1. An employee hired after January 1 (but before July 1) shall not be eligible for his/her first step increase until the second July 1 that he/she has been employed.

Effective July 1, 2013, a yearly professional/ergonomic stipend shall be \$100.00.

WAGES: FY14 Effective July 1, 2013 – 2%

FY15 Effective July 1, 2014 – 2% with a wage reopener

FY16 Effective July 1, 2015 – 2%

During the first year of this contract, the parties shall each designate representatives to review and update all position titles and job descriptions. Each side shall prepare job descriptions for each bargaining unit position and the parties shall meet, discuss and merge the proposed job descriptions into a comprehensive job description by position. The parties shall then agree upon a job title for each position that best represents the duties and complexities of the job. Subsequent to the development of the job descriptions, the parties shall negotiate changes in the classification system of positions (grade and step). The parties shall negotiate and develop a rating system to be applied to all positions and each position will be assigned a grade based upon the skills necessary to perform the position, the complexity of the position, and the level of responsibility necessary to perform the duties of the position. The parties will then assign individual positions into the

appropriate grade and individual employees into the appropriate step within the agreed upon grade.

This exercise shall begin directly after ratification of the contract by the parties and shall be completed on or before July 1, 2014.

ARTICLE 28 EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of July 1, 2013, and continue in full force and effect until June 30, 2016, inclusive. The terms of this Agreement shall not change during the life of this Agreement.

After June 30, 2016, this Agreement shall continue from year to year with the rates of pay set forth herein being in effect unless one party shall give written notice of termination to the other on or before June 30, 2016, or prior to the end of any early extension.

Changes - Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the other party to the Agreement at least ninety (90) days before the initial or any subsequent annual termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek to arrange a meeting for the purpose of discussion and amicable agreement concerning the desired changes within thirty (30) days after such notice. Nothing in this Article shall preclude the Union or the Employer from modifying during the course of the negotiations any proposals previously made.

WHEREFORE, the parties have executed this Agreement on the _____ day of _____.

FOR THE TOWN OF LYNNFIELD

FOR THE UNION
AFSCME COUNCIL 93, AFL-CIO,
LOCAL 3434

Philip B. Crawford, Chairman

Michael Manning, President

David M. Nelson, Selectman

Diane Hammerbeck, Shop Steward

Thomas D. Terranova , Selectman

APPENDIX A

(See chart, following page)

CLERICAL UNION PAYSCALE

FISCAL YEAR

2016

Fiscal 2016

Percent Increase

2.00%

1-Jul-14 30-Jun-15

Grade	Step 1(eliminate)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1 Clerk	\$13.1795	\$13.8317	\$14.3611	\$14.8656	\$15.5547	\$16.1085	\$16.6130	\$16.9453
2 Senior Clerk	\$14.7548	\$15.2962	\$15.9608	\$16.5270	\$17.0312	\$17.6834	\$18.3605	\$18.7277 Eliminate orig Step 1
3 Principle Clerk	\$16.7115	\$17.3021	\$17.9913	\$18.4834	\$19.1603	\$19.9233	\$20.6616	\$21.0748 Add step 8 at 2%
4 Administrative Clerk	\$19.1603	\$19.8372	\$20.3538	\$20.9939	\$21.8430	\$22.4829	\$23.1966	\$23.6605
5 Department Secretary	\$21.9906	\$22.5444	\$23.3812	\$24.0458	\$24.7718	\$25.4363	\$26.1993	\$26.7233

CLERICAL UNION PAYSCALE

FISCAL YEAR

2015

Fiscal 2015

Percent Increase

2.00%

1-Jul-15 30-Jun-16

Grade	Step 1(eliminate)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1 Clerk	\$12.9211	\$13.5605	\$14.0795	\$14.5741	\$15.2497	\$15.7926	\$16.2873	\$16.613046
2 Senior Clerk	\$14.4655	\$14.9963	\$15.6478	\$16.2029	\$16.6973	\$17.3367	\$18.0005	\$18.36051 Eliminate orig Step 1
3 Principle Clerk	\$16.3838	\$16.9628	\$17.6385	\$18.1210	\$18.7846	\$19.5326	\$20.2565	\$20.66163 Add step 8 at 2%
4 Administrative Clerk	\$18.7846	\$19.4482	\$19.9547	\$20.5823	\$21.4147	\$22.0421	\$22.7418	\$23.196636
5 Department Secretary	\$21.5594	\$22.1024	\$22.9227	\$23.5743	\$24.2861	\$24.9375	\$25.6856	\$26.199312

CLERICAL UNION PAYSCALE

FISCAL YEAR

2014

Fiscal 2014

Percent Increase

2.00%

1-Jul-13 30-Jun-14

Grade	Step 1(eliminate)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1 Clerk	\$12.6677	\$13.2946	\$13.8034	\$14.2883	\$14.9507	\$15.4829	\$15.9679	\$16.287258
2 Senior Clerk	\$14.1819	\$14.7023	\$15.3410	\$15.8852	\$16.3699	\$16.9968	\$17.6475	\$18.00045 Eliminate orig Step 1
3 Principle Clerk	\$16.0625	\$16.6302	\$17.2926	\$17.7657	\$18.4163	\$19.1496	\$19.8593	\$20.256486 Add step 8 at 2%
4 Administrative Clerk	\$18.4163	\$19.0669	\$19.5634	\$20.1787	\$20.9948	\$21.6099	\$22.2959	\$22.741818
5 Department Secretary	\$21.1367	\$21.6690	\$22.4732	\$23.1121	\$23.8099	\$24.4485	\$25.1820	\$25.68564

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617-367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee - Please Print)

TO:
(Name of Employer - Please Print)

Effective I hereby request and authorize you to deduct from my
(Date)

UNION COPY earnings each the amount of \$..... This amount shall be paid to the
(Payroll Period) treasurer of AFSCME Local Union No. and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.
This authorization shall remain in effect unless terminated by me upon sixty days
advance written notice to the Union and the Employer or upon termination of my
employment.

Date Signature

Street Home Tel. # (.....)

City State Zip

Dept./Div./Facility

Work Location

Job Title

Social Security # Job Code #.....

Unit # Employee Payroll #.....

F400 73

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617-367-6000
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EMPLOYEE COPY earnings each the amount of \$..... This amount shall be paid to the
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above-named employee organization as a uniform change in its Union Dues structure.
This authorization shall remain in effect unless terminated by me upon sixty days
advance written notice to the Union and the Employer or upon termination of my
employment.

Date Signature

Street Home Tel. # (.....)

City State Zip

Dept./Div./Facility

Work Location

Job Title

Social Security # Job Code #.....

Unit # Employee Payroll #.....

F400 73

Dear Mr. Curtin,

My name is Shmaya Friedman I work with Rabbi Yossi Lipsker at Chabad of the North Shore. Rabbi Yossi asked that I take the lead on the exciting Lynnfield Menorah project at town hall.

I filled out the facilities form and attached it to this email. I was not 100% sure how to fill it out seeing as our request is two fold.

We hope to have the Menorah erected throughout the 8 day Hanukah festival and also hold a mini-hanukah party on Monday December 2nd. I filled out the form for the former request let me know if you'd like one filled for the latter.

I am super excited about this great project and look forward to seeing you soon.

All the best,

Rabbi Shmaya Friedman
Chabad of the North Shore

[REDACTED]

TOWN of LYNNFIELD PUBLIC PARKS/ GROUNDS
FACILITIES USE PERMIT APPLICATION

LYNNFIELD COMMONS

JORDAN PARK

NEWHALL PARK

GLEN MEADOW PARK

PILLINGS POND PARK

Use of Town Hall Parking lot _____ cars
 Electricity 1 outlets _____
 Need to block off _____
 S. Common St. _____
 Trash barrels needed _____
 Parking lot for _____ cars
 Tot lot _____
 Baseball field1 _____
 Baseball field2 _____
 Soccer field _____
 Baseball Field _____
 Back field area _____
 Tennis Court1 _____
 Tennis court2 _____
 Tennis Court3 _____
 Use of canoe landing _____
 List of chemicals, fuels, or other potentially harmful materials to be used for this event _____

ONLY THOSE FACILITIES OR EQUIPMENT REQUESTED ON THIS APPLICATION MAY BE USED

DATE(S) WANTED November 27 - December 5 TIME IN & OUT of Event NA
 ORGANIZATION Chabad of the North Shore PURPOSE (Explain fully) We would like to erect a Menorah to be on display throughout the Hanukkah Holiday.

We will _____ will not _____ be providing food/ beverages We will need _____ dumpster * We expect _____ people We will need _____ hours before and _____ after event for setup and cleanup We _____ will _____ will not charge admission We will _____ will not _____ need traffic barrels/signs
 We _____ will _____ will not be using electricity We will _____ will not _____ be providing Port-a-Potty**
 * fee of \$100 per dumpster
 **to be supplied by organization

PLEASE BE AWARE OF THE FOLLOWING RULES AND REGULATIONS FOR USE OF ANY LYNNFIELD PUBLIC PROPERTY: NO USE OF TOBACCO PRODUCTS, NO ALCOHOLIC BEVERAGES ON PREMISES, AT ANY TIME. WE ASK YOU TO ANNOUNCE THESE RULES TO YOUR PATRONS EITHER ORALLY OR IN WRITING. Please initial that you have read the attached Rules & Regulations with this permit _____

USER'S PRINTED NAME Shmaya Friedman (Rabbi) DATE 10/28/13
 ORGANIZATION Chabad of the North Shore DAYTIME PHONE# [REDACTED] CELL PHONE# [REDACTED]
 ORGANIZATION'S AUTHORIZED SIGNATURE [Signature] DATE 10/28/13
 ADDRESS (For Billing Purposes) 44 Burnell St. Town: SNOWMASSCOFF State: MA Zip: 01907
 DIRECTOR of PUBLIC WORKS SIGNATURE _____ DATE _____ / _____ / _____

Note: All Rental Applications must be approved by the Recreation Committee before submitting to the Director of Public Work's Office.

REQUESTS MUST BE MADE AT LEAST ONE WEEK PRIOR TO THE EVENT

Note: There will be a minimum three hour charge if a DPW employee is required

TOWN of LYNNFIELD PUBLIC PARKS/ GROUNDS
FACILITIES USE PERMIT APPLICATION

LYNNFIELD COMMONS	JORDAN PARK	NEW HALL PARK	GLEN MEADOW PARK	PILLINGS POND PARK
Use of Town Hall Parking lot	Parking lot for cars	Parking lot for cars	Parking lot for cars	Use of canoe landing
Electricity outlets	Tot lot	Tot lot	Tot lot	List of chemicals, fuels, or other potentially harmful materials to be used for this event
Need to block off	Baseball field1	Baseball Field	Baseball Field	
S. Common St.	Baseball field2	Back field area	Picnic/hut area	
Trash barrels needed <u>4</u>	Soccer field	Tennis Court1	Tennis Court1	
		Tennis court2	Tennis Court2	
			Tennis Court3	

ONLY THOSE FACILITIES OR EQUIPMENT REQUESTED ON THIS APPLICATION MAY BE USED

DATE(S) WANTED 12-02-13 TIME IN & OUT of Event 5:00 PM 7:00 PM

ORGANIZATION Chabad of the North Shore PURPOSE (Explain fully) We would like to host a small Hanukkah gathering (party) near Menorah.

We will ☒ will not be providing food/ beverages We will need 1 dumpster * We expect 50 people We will need 1 hours before and 1 after event for setup and cleanup We will ☒ will not charge admission We will ☒ will not need traffic barrels/signs

We will ☒ will not be providing electricity We will ☒ be providing Port-a-Potty**

* fee of \$100 per dumpster
**to be supplied by organization

PLEASE BE AWARE OF THE FOLLOWING RULES AND REGULATIONS FOR USE OF ANY LYNNFIELD PUBLIC PROPERTY: NO USE OF TOBACCO PRODUCTS, NO ALCOHOLIC BEVERAGES ON PREMISES, AT ANY TIME, WE ASK YOU TO ANNOUNCE THESE RULES TO YOUR PATRONS EITHER ORALLY OR IN WRITING. Please initial that you have read the attached Rules & Regulations with this permit

USER'S PRINTED NAME Shmoya Friedman DATE 11/05/13

ORGANIZATION Chabad of the North Shore DAYTIME PHONE# [REDACTED] CELL PHONE# [REDACTED]

ORGANIZATIONS AUTHORIZED SIGNATURE [Signature] DATE 11/05/13

ADDRESS (For Billing Purposes) 44 Beavill St Town: Snowmass State: MA Zip: 01907

DIRECTOR of PUBLIC WORKS SIGNATURE _____ DATE 11/05/13

Note: All Rental Applications must be approved by the Recreation Committee before submitting to the Director of Public Work's Office.

REQUESTS MUST BE MADE AT LEAST ONE WEEK PRIOR TO THE EVENT

Note: There will be a minimum three hour charge if a DPW employee is required

Board of Selectmen
Regular Meeting

November 4, 2013
Selectmen's Hearing Room, Town Hall

Present: Philip Crawford, Chairman
David Nelson, Selectman
Thomas Terranova Jr., Selectman

Chairman Crawford called the meeting to order at 7:00 p.m. He announced that the meeting was being recorded for transmission via cable television. He led those assembled in the Pledge of Allegiance.

Applicant for Cultural Council

Amber Vaccaro of Wing Road appeared before the Board for an interview for an open position on the Cultural Council. Ms. Vaccaro reviewed her background and expressed her interest in serving. Members of the Board thanked her for her willingness to serve and remarked that she has an impressive resume.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to appoint Amber Vaccaro to the Cultural Council for a term expiring on June 30, 2013.

Proposed change to the Development Agreement on the MarketStreet Development

Theodore Tye, managing partner at National Development, appeared before the Board to request an amendment to the Amended and Restated Development Agreement for Market Street at Lynnfield. Nanci Horne, general manager for Market Street, was also in attendance.

Mr. Tye said the amendments he seeks would change the hours of operation for two specific new categories of tenants not contemplated when the original agreement was drafted. The first is retail stores with a primary business of exercise, fitness and yoga category, who seeks early morning hours as many patrons wish to exercise before work. One current tenant is in this category and others are expected. The proposed hours for this category would be 6:00 a.m. to 10 p.m. Monday through Saturday and 6:00 a.m. to 8:00 p.m. on Sunday. The second is retail stores with a primary function of personal care, which would include nail salons, hair salons, day spas and like businesses. These businesses also usually provide early-morning service. The proposed hours for this category would be 6:00 a.m. to 10:00 p.m. Monday through Saturday and 7:00 a.m. to 8:00 p.m. on Sunday.

Mr. Tye said he had contemplated seeking additional evening hours for restaurants but decided not to make the request at this time. He said that after a year of operation it would be appropriate to consider making such a request.

Chairman Crawford said asked about current tenants in each category. Mr. Tye said one new fitness/exercise tenant is moving in. He noted that there are no restrictions on the hours of the nearby Boston Sports Club. He said there are three current tenants in the

personal care category. He said there would be no changes to hours for tenants outside this category.

Selectman Terranova asked that the word “retail” be eliminated from the wording describing the operations in the new categories. Mr. Tye agreed. He also agreed to make the two categories new categories rather than listing them under retail stores. Selectman Terranova asked if the agreement was with the current owner or ran with the land. Mr. Tye said all these agreements run with the land. Selectman Terranova asked why the agreement was with both the Market Street and Arborpoint entities. Mr. Tye said the original agreement dealt with both the residential and retail sections of the development and that any amendments must involve all parties.

Selectman Terranova asked about the phrase in the document that says that Town is receiving “good and valuable consideration.” Town Administrator William Gustus explained that such a phrase stipulates that the Town is receiving consideration, which makes the agreement binding legally. He said that he and Mr. Tye will work on drafting a revised document that incorporates the changes agreed upon tonight.

Resident David Basile asked about if there would be any ramifications with the Board of Health with these new categories. Mr. Gustus explained these categories were always allowed uses in the development; this agreement would merely grant them additional hours of operation.

Resident Joseph DeMaina suggested that the phrase allowing “similar” tenants under the categories be eliminated, saying it was vague. Mr. Tye agreed to the change.

Resident Wallace McKenzie disagreed with Mr. Tye’s description of the development agreement as a “living document” that should be amended from time to time.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the proposed change to the development agreement, reflecting those changes agreed to during the discussion. Mr. Gustus said that a document reflecting the proposed changes would be prepared for the Board’s signature.

Request for holiday hours at Market Street

Mr. Tye noted that the development agreement allows for extended holiday hours during a period from the Friday after Thanksgiving through New Year’s Day. These hours must be approved annually by the Board. Mr. Tye is requesting that from November 29 through December 24, that retail store hours be extended to allow for them to be open every day from 7:00 a.m. to 11:00 p.m. Current retail hours are 9:00 a.m. to 10:00 p.m. Monday through Saturday and 10:00 a.m. to 8:00 p.m. on Sunday.

Mr. Tye said that this request is being made to allow Market Street retail tenants to remain competitive with stores in other shopping areas. He said hours for security would be extended and that the management is working closely with Police Chief David Breen

on this issue. He said Market Street is committed to make these additional hours work for the community and noted he will have to return next year to make the same request.

In response to questions from the Board, Mr. Tye and Ms. Horne said that discussions have been ongoing with Chief Breen about additional police details and that the hours proposed are less than at nearby malls in Peabody and Danvers, which allow opening as early as 5:00 a.m.

Chairman Crawford and Selectman Nelson said they had no objections to the proposal. Selectman Terranova asked about whether the additional details would address traffic. Mr. Tye said they would and that alternative parking for employees is being planned.

Chairman Crawford asked about the completion date for Phase II of the project. Mr. Tye said that work on Phase II will slow down during the holidays, and that parking areas in the Phase II area will be used for parking during the holiday season.

Chairman Crawford asked for input from those in attendance. There was none.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the following holiday hours for Market Street as requested. From November 29 through December 24, 2013, retail store hours will be extended to allow for them to be open every day from 7:00 a.m. to 11:00 p.m.

Public hearing: Application for an all-alcohol restaurant license, Fugakyu Lynnfield Restaurant Corporation, dba Fugakyu Japanese Cuisine, 427 Walnut Street Suite 630, Lynnfield MA 01940, Desmond S. Cheng, manager

Chairman Crawford declared open the public hearing, duly advertised and posted for 7:10 p.m. Attorney Matthew Kimball of Kimball & Kimball, 618 Main Street, represented the petitioner. Edward Leung, president, and Desmond Chang, manager, were both present from the petitioner.

Attorney Kimball explained that Fugakyu is a Japanese fine cuisine restaurant. Seating is for 202 inside and 22 on the patio, with standing room for 35. There are Massachusetts locations in Brookline and Sudbury. Mr. Cheng is Serve Safe certified in alcohol service and crowd management. The chain's practice is to have hall bartenders Serv Safe certified and to provide in-house training for wait staff. Mr. Leung has served as president of the other Massachusetts locations, and there are no suspensions or violations on record. The requested hours are Sunday through Wednesday, 11:00 a.m. to 10:00 p.m. and Thursday through Saturday, 11 a.m. to midnight.

Chairman Crawford asked if Mr. Chang will be the permanent manager. Mr. Cheng said he would serve as manager for at least two years. Chairman Crawford asked about access to outside seating. Mr. Cheng said that fencing would separate the patio from the sidewalk and no entry would be allowed from the sidewalk to the patio. In response to questions from Selectman Nelson, Mr. Cheng said that managers strictly enforce alcohol policies.

Selectman Terranova asked whether the hours coincide with those in the development agreement. The proposed hours are less than allowed in the agreement.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the restaurant all-alcohol license application of Fugakyu Lynnfield Restaurant Corporation, dba Fugakyu Japanese Cuisine, 427 Walnut Street Suite 630.

Application for common victualler license, Fugakyu Lynnfield Restaurant Corporation, dba Fugakyu Japanese Cuisine, 427 Walnut Street Suite 630

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the restaurant all-alcohol license application of Fugakyu Lynnfield Restaurant Corporation, dba Fugakyu Japanese Cuisine, 427 Walnut Street Suite 630.

Application for weekday entertainment license, Fugakyu Lynnfield Restaurant Corporation, dba Fugakyu Japanese Cuisine, 427 Walnut Street Suite 630

Selectman Nelson asked whether there would be outside music as well as inside music. There will be outside speakers and the restaurant management will review the noise limitations for the development with the general manager of Market Street. Mr. Cheng said that the application is for televisions, which will be used for sports events on low volume or no volume, and recorded music, which will be in the background and "very calm." Selectman Terranova asked whether the outside speakers would play both the development music and compete with the music played by the tenant. Mr. Tye said each speaker can be turned off and there would be no conflict.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the weekday entertainment license application for television and recorded music of Fugakyu Lynnfield Restaurant Corporation, dba Fugakyu Japanese Cuisine, 427 Walnut Street Suite 630.

Continuation of a public hearing: Application for an all-alcohol restaurant license for Besito Restaurants Lynnfield, LLC, dba Besito Restaurant, 427 Walnut Street Suite 500, Lynnfield MA 01940, John J. Tunney III, manager

Attorney Matthew Kimball, representing the applicant, asked that the all-alcohol restaurant license application, the common victualler application and the weekday entertainment license application of Besito Restaurants Lynnfield be withdrawn without prejudice.

Weekday entertainment license application, Legal Sea Foods, dba Legal C Bar, 427 Walnut Street

Marney Whittaker, representing Legal C Bar, said that the restaurant seeks a license for background music and televisions. She said the volume will be off on the televisions, and that the music will be provided by a service. There will be music in the outside patio, but it will not be at a loud level.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the weekday entertainment license application for recorded music and televisions of Legal Sea Foods, dba Legal C Bar, 427 Walnut Street.

Hours of operation, Legal Sea Foods, dba Legal C Bar, 427 Walnut Street

Ms. Whitaker asked if the hours for Legal C Bar's all alcohol restaurant license could be extended to begin at 11:00 a.m. instead of 11:30 a.m. as stated on the license. Mr. Gustus said that the hours of operation for liquor license holders, within the limits set by the state, are at the Board's discretion. Board members had no objection to the earlier hours for Monday through Saturday.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the following hours for the all-alcohol restaurant license for Legal C Bar: Monday - Wednesday 11:00 a.m. – 10:00 p.m.; Thursday - Saturday 11:00 a.m. - 12:30 a.m.; Sunday noon – 10:00 p.m.

Livery license application, Lassad Ayari, dba Ayari Logan Transportation, 1 Upton Lane

Mr. Ayari told the Board he worked for Hertz Rent-a-Car for ten years and is seeking to provide livery service from his home, using a 2012 Honda Accord that has been modified for this service. Chairman Crawford said he spoke to Police Chief David Breen, who said the background check was fine. In response to questions from the Board, Mr. Ayari said that he worked as a courtesy bus driver, transporting Hertz customers to and from Logan Airport. Asked if he is beginning the business due to the opening of the Market Street development, he said he was not.

Mr. Gustus asked if he was applying for only one vehicle and if he had any objection to having the license designate that the vehicle would be a sedan. Mr. Ayari said that he had no objection.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the livery license application of Lassad Ayari, dba Ayari Logan Transportation, 1 Upton Lane, limited to one sedan to be garaged at that address.

In other business

The Board tabled action on the sidewalk plowing protocol and the contract with the Department of Public Works employee union, which has not been finalized.

Board members signed the agreement with the Lynnfield Police Association, which reflects the provisions in the Memorandum of Understanding voted by the Board at a previous meeting.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the use of Town streets on November 24 for the Lynnfield Rotary Club Turkey Trot, the course for which had been reviewed by Police Chief Breen,

and allowed the hanging of a banner for the event above the town common from November 12-24.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the use of the common on November 11 for the annual Veterans Day observance.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the minutes of the meeting of October 7, 2013 as presented.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to approve the minutes of the meeting of October 21, 2013 as presented.

On the motion of Selectman Nelson, duly seconded by Selectman Terranova, the Board voted unanimously to adjourn the meeting at 8:01 p.m.