

SETTLEMENT AGREEMENT
between
The Town of Townsend
and
AFSCME Council 93, Telecommunications Union

THIS AGREEMENT made by and among the Town of Townsend (the "Town"), AFSCME, Council 93, Telecommunications Union (the "Union") witnesses that:

WHEREAS, the Town and the Union are parties to a collective bargaining agreement effective from July 1, 2013 to June 30, 2016;

WHEREAS, pursuant to the aforementioned agreement, the Telecommunications Union members were to receive a 2% base wage increase effective July 1, 2014;

WHEREAS, the Telecommunications Union members did not receive the 2% base wage increase due July 1, 2014;

WHEREAS, on July 13, 2016, the Town and the Union commenced negotiations for a successor collective bargaining agreement;

WHEREAS, on or about November 1, 2016, the Town decided to discontinue emergency telecommunications services, layoff all AFSCME Council 93, Telecommunications Union members and transfer services to the Nashoba Valley Regional Dispatch District;

WHEREAS, on November 17, 2016, the Union filed an unfair labor practice charge, Case No., MUP 16-5616, related to the Town's decision to discontinue emergency telecommunications services; and

WHEREAS, on November 18, 2016 the Union filed a Petition for Mediation and Fact-Finding, Case No. PS-16-5640 in order to resolve successor negotiations.

NOW, THEREFORE, the Town and the Union wish to resolve the aforementioned disputes, complete the bargaining process regarding the layoffs of the Telecommunications Union members, and avoid the uncertainty and time association with litigation, agree as follows:

1. **Retroactive Base Wage Compensation.** The Town agrees to compensate all Telecommunications Union bargaining unit members employed as of July 1, 2014, in the amount of \$1,000.00. Said lump sum payment shall be classified as "retroactive regular compensation," for the purposes of retirement. The \$1,000.00 lump sum payment completely and fully resolves the failure of the Town to provide the 2% base wage increase to the Telecommunications Union members, effective July 1, 2014. The Town further agrees to provide a 2.5% base wage increase retroactive to July 1, 2016 to all Telecommunications Union bargaining unit members employed as of July 1, 2016.

2. **Severance Pay.** The Town agrees to provide bargaining unit members with severance pay in the following amounts;

Nim Collins: 39 weeks' severance pay

Kathy Whitney: 2 weeks' severance pay

Erin Considine: 2 weeks' severance pay

Severance pay calculations shall be based upon the above referenced employees' base wage increases as stipulated in Section 1 of this Agreement.

3. **Transitional Performance.** The Town agrees to provide a lump sum payment equivalent to a 2.5% base wage increase for each Telecommunications bargaining unit member serving from January 1, 2017 until the date of layoffs for transitional performance.

4. **Consideration.** In consideration for the aforementioned payments and retroactive wage increases, the Union agrees to withdraw Case No. PS-16-5640 and Case No. MUP 16-5616. The Union further agrees that the Town has satisfied its bargaining obligations pursuant to M.G.L. c. 150E as they relate to successor negotiations and the decision to layoff the Telecommunications Union bargaining unit members

5. **No Admission.** The execution of this Agreement does not constitute an admission by any party.

6. **Severability.** If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement will be deemed severable, will not be affected, and will remain in full force and effect. The language of all the

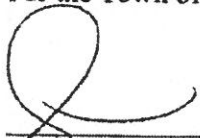
parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

7. **Interpretation of Agreement.** This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

8. **Completeness of Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties with reference to the subject matter contained in the Agreement. No other agreement with reference to the subject matter contained herein will be considered to exist or to bind the parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified except by a written instrument signed by all parties.

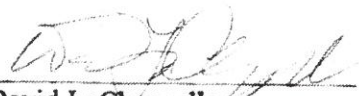
9. **Authority.** The signatories to this Agreement are authorized to bind their principals.

For the Town of Townsend


James Kreidler, Town Administrator

Date: 1/23/17

For AFSCME, Council 93


David LaChappelle

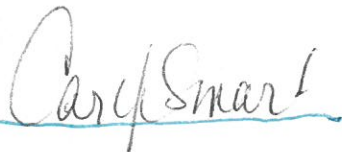
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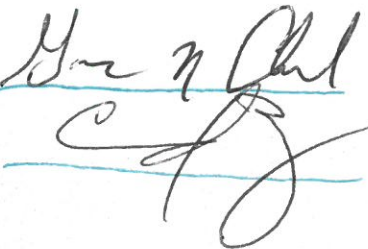
For the AFSCME, Townsend
Telecommunications Union


Nim Collins


Date: 1/26/17

B.O.S.


Carl Smart


Gary A. Galt

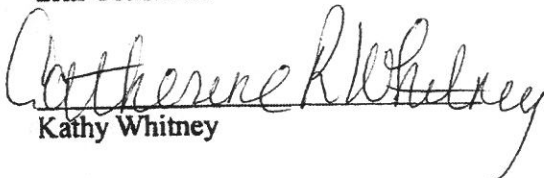
By affixing my signature below, I hereby agree to the terms of this Agreement and state that I have freely, knowingly and intelligently entered into this Agreement. I further acknowledge that I was given an opportunity to consult with my Union representative(s) and did so to review the terms and conditions of this Agreement. I further acknowledge that I was fully and fairly represented by the Union at all times, including during the negotiation of this Agreement and its terms.


Nim Collins

Date: 1/26/17


Erin Considine

Date: 1/24/17


Kathy Whitney

Date: 1/25/17

