

A G R E E M E N T

Between the

TOWN OF NORTH ATTLEBOROUGH, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEE LOCAL UNION 272

of the

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



JULY 1, 2022 - JUNE 30, 2025

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AGREEMENT

This Agreement entered into by and between the TOWN OF NORTH ATTLEBOROUGH, MA (acting by and through its Town Manager) hereinafter referred to as the "Employer" and the Massachusetts Laborers' District Council in behalf of Public Employee Local Union 272, Hopkinton, of the 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.

ARTICLE I

Section 1. Bargaining Unit In accordance with the certification of the Massachusetts Labor Relations Commission, the Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all employees within the job classifications referred to in Appendix C, excluding the clerical office employees.

The Employer will not aid, insofar as the unit is concerned, promote or finance any other 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 2. Employees' Rights and Obligations Except to the extent that there is contained in this 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 Union Representatives, 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 or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and shall be free from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

Section 3. 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 Town are retained by and reserved exclusively to the Employer including, but not limited, to the right: to manage the affairs of the Town 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 any work; to determine the schedules and hours of work and the assignment of employees to work; 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 service; to hire, promote, transfer, assign, retain, discipline, suspend,

demote and discharge employees; 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 Departments.

ARTICLE II

Section 1. Union Membership The Employer will advise the Union in writing of the name, address, classification and department of each new employee. The Employer recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the Union. No employee shall be deprived of benefits to which he is entitled under the Personnel By-Law by reason of the execution of this Agreement.

Section 2. Group Insurance Plan

(a) **General:** As of the effective date of this Agreement, the Town was offering the health plans listed below, and was contributing toward the premium cost of Individual and Family coverage for those plans at the percentage rates listed below:

	Town Contribution Toward Premium Cost For <u>Individual Coverage</u>	Town Contribution Toward Premium Cost For <u>Family Coverage</u>
<u>Health Plan</u>		
Network Blue New England Value (HMO)	75%	75%
Blue Care Elect Enhanced Value (PPO)	75%	75%

It is understood that should the Town decide to discontinue offering the above plans and replace them with such other plans as the Town Manager deems appropriate, or should the Town decide to change its percentage contribution toward such plans or implement contribution rates for any new health plans, the Town will observe all applicable collective bargaining obligations with respect to such changes.

(b) Payroll deductions for group insurance shall be made bi-weekly.

(c) Rebates on group insurance premiums will inure to the benefit of employees to the extent of their percentage contribution.

Section 3. Worker's Compensation All employees covered by this Agreement shall be covered under the Worker's Compensation Law. Each such employee shall be entitled to the benefits and be subject to the provisions of the General Law Chapter 152.

Section 4. Payroll Deductions of Union Dues Dues of employees covered by this Agreement who are members of the Union shall be deducted from the employee's pay and paid to the

Secretary-Treasurer of the Local Union 272 after the Union has furnished the Town with an employee authorization and bonding certificate in accordance with state law.

Section 5. Time off for Union Officers In the event that a member of Local 272 is duly elected by the membership to serve in the capacity of President or Vice President of Local 272 of the Laborers' International Union of North America, said duly elected officer shall be permitted to attend each fiscal year up to two (2) meetings or seminars conducted by the Laborer's International, provided that the employee will not be permitted leave with pay for more than a total of six (6) days in any fiscal year. In order to be granted such leave, the Union officer must notify the appropriate Department Head in writing at least seven (7) days prior to the meeting or seminar and provide that Department Head with appropriate documentation. In the event that the individual or individuals serving in the capacity of the aforementioned Union President or Vice President should change during any given fiscal year, it is understood that any leave taken within the fiscal year by the previous incumbent officer for the purposes of this section of the contract shall count toward the total allowed six (6) days leave without loss of pay.

It is understood that contract negotiations between the union and the employer shall be conducted at mutually agreeable times. All time spent by union representatives at scheduled negotiating sessions with the Employer that occur during the course of the working day shall be without loss of pay.

ARTICLE III

Section 1. Wages

FY 2023 - 2025									
		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
GRADE A									
FY23	2%	\$ 19.24	\$ 19.82	\$ 20.40	\$ 21.02	\$ 21.65	\$ 22.30	\$ 22.97	
	CDL Rate	\$ 19.62	\$ 20.22	\$ 20.81	\$ 21.44	\$ 22.08	\$ 22.75	\$ 23.43	
FY24	2%	\$ 19.62	\$ 20.22	\$ 20.81	\$ 21.44	\$ 22.08	\$ 22.75	\$ 23.43	\$ 24.13
	CDL Rate	\$ 20.01	\$ 20.62	\$ 21.23	\$ 21.87	\$ 22.52	\$ 23.21	\$ 23.90	\$ 24.61
FY25	2%	\$ 20.01	\$ 20.62	\$ 21.23	\$ 21.87	\$ 22.52	\$ 23.21	\$ 23.90	\$ 24.61
	CDL Rate	\$ 20.41	\$ 21.03	\$ 21.65	\$ 22.31	\$ 22.97	\$ 23.67	\$ 24.38	\$ 25.10
GRADE B									
FY23	2%	\$ 20.89	\$ 21.52	\$ 22.19	\$ 22.85	\$ 23.51	\$ 24.21	\$ 24.94	
	CDL Rate	\$ 21.31	\$ 21.95	\$ 22.63	\$ 23.31	\$ 23.98	\$ 24.69	\$ 25.44	
FY24	2%	\$ 21.31	\$ 21.95	\$ 22.63	\$ 23.31	\$ 23.98	\$ 24.69	\$ 25.44	\$ 26.20
	CDL Rate	\$ 21.74	\$ 22.39	\$ 23.08	\$ 23.78	\$ 24.46	\$ 25.18	\$ 25.95	\$ 26.72
FY25	2%	\$ 21.74	\$ 22.39	\$ 23.08	\$ 23.78	\$ 24.46	\$ 25.18	\$ 25.95	\$ 26.72
	CDL Rate	\$ 22.17	\$ 22.84	\$ 23.54	\$ 24.26	\$ 24.95	\$ 25.68	\$ 26.47	\$ 27.26
GRADE C									
FY23	2%	\$ 22.29	\$ 22.93	\$ 23.62	\$ 24.34	\$ 25.05	\$ 25.81	\$ 26.58	
	CDL Rate	\$ 22.74	\$ 23.39	\$ 24.09	\$ 24.83	\$ 25.55	\$ 26.33	\$ 27.11	
FY24	2%	\$ 22.74	\$ 23.39	\$ 24.09	\$ 24.83	\$ 25.55	\$ 26.33	\$ 27.11	\$ 27.92
	CDL Rate	\$ 23.19	\$ 23.86	\$ 24.57	\$ 25.33	\$ 26.06	\$ 26.86	\$ 27.65	\$ 28.48
FY25	2%	\$ 23.19	\$ 23.86	\$ 24.57	\$ 25.33	\$ 26.06	\$ 26.86	\$ 27.65	\$ 28.48
	CDL Rate	\$ 23.65	\$ 24.34	\$ 25.06	\$ 25.84	\$ 26.58	\$ 27.40	\$ 28.20	\$ 29.05
GRADE D									
FY23	2%	\$ 23.50	\$ 24.20	\$ 24.95	\$ 25.68	\$ 26.46	\$ 27.25	\$ 28.07	
	CDL Rate	\$ 23.97	\$ 24.68	\$ 25.45	\$ 26.19	\$ 26.99	\$ 27.80	\$ 28.63	
FY24	2%	\$ 23.97	\$ 24.68	\$ 25.45	\$ 26.19	\$ 26.99	\$ 27.80	\$ 28.63	\$ 29.49
	CDL Rate	\$ 24.45	\$ 25.17	\$ 25.96	\$ 26.71	\$ 27.53	\$ 28.36	\$ 29.20	\$ 30.08
FY25	2%	\$ 24.45	\$ 25.17	\$ 25.96	\$ 26.71	\$ 27.53	\$ 28.36	\$ 29.20	\$ 30.08
	CDL Rate	\$ 24.94	\$ 25.68	\$ 26.48	\$ 27.24	\$ 28.08	\$ 28.93	\$ 29.78	\$ 30.68
GRADE E									
FY23	2%	\$ 24.95	\$ 25.68	\$ 26.44	\$ 27.26	\$ 28.07	\$ 28.91	\$ 29.77	
	CDL Rate	\$ 25.45	\$ 26.19	\$ 26.97	\$ 27.81	\$ 28.63	\$ 29.49	\$ 30.37	
FY24	2%	\$ 25.45	\$ 26.19	\$ 26.97	\$ 27.81	\$ 28.63	\$ 29.49	\$ 30.37	\$ 31.28
	CDL Rate	\$ 25.96	\$ 26.72	\$ 27.51	\$ 28.36	\$ 29.20	\$ 30.08	\$ 30.97	\$ 31.91
FY25	2%	\$ 25.96	\$ 26.72	\$ 27.51	\$ 28.36	\$ 29.20	\$ 30.08	\$ 30.97	\$ 31.91
	CDL Rate	\$ 26.48	\$ 27.25	\$ 28.06	\$ 28.93	\$ 29.78	\$ 30.68	\$ 31.59	\$ 32.54
GRADE F									
FY23	2%	\$ 25.72	\$ 26.51	\$ 27.31	\$ 28.12	\$ 28.96	\$ 29.82	\$ 30.72	
	CDL Rate	\$ 26.23	\$ 27.04	\$ 27.86	\$ 28.68	\$ 29.54	\$ 30.42	\$ 31.33	
FY24	2%	\$ 26.23	\$ 27.04	\$ 27.86	\$ 28.68	\$ 29.54	\$ 30.42	\$ 31.33	\$ 32.27
	CDL Rate	\$ 26.76	\$ 27.58	\$ 28.41	\$ 29.26	\$ 30.13	\$ 31.02	\$ 31.96	\$ 32.92
FY25	2%	\$ 26.76	\$ 27.58	\$ 28.41	\$ 29.26	\$ 30.13	\$ 31.02	\$ 31.96	\$ 32.92
	CDL Rate	\$ 27.29	\$ 28.13	\$ 28.98	\$ 29.84	\$ 30.73	\$ 31.65	\$ 32.60	\$ 33.58

GRADE G									
FY23	2%	\$ 26.43	\$ 27.21	\$ 28.02	\$ 28.88	\$ 29.72	\$ 30.62	\$ 31.54	
	CDL Rate	\$ 26.96	\$ 27.75	\$ 28.58	\$ 29.46	\$ 30.31	\$ 31.23	\$ 32.17	
FY24	2%	\$ 26.96	\$ 27.75	\$ 28.58	\$ 29.46	\$ 30.31	\$ 31.23	\$ 32.17	\$ 33.14
	CDL Rate	\$ 27.50	\$ 28.31	\$ 29.15	\$ 30.05	\$ 30.92	\$ 31.85	\$ 32.81	\$ 33.80
FY25	2%	\$ 27.50	\$ 28.31	\$ 29.15	\$ 30.05	\$ 30.92	\$ 31.85	\$ 32.81	\$ 33.80
	CDL Rate	\$ 28.05	\$ 28.88	\$ 29.73	\$ 30.65	\$ 31.54	\$ 32.49	\$ 33.47	\$ 34.48

(d) Employees will be eligible for step increases in accordance with the following time table:

Entry:	Upon hiring or promotion to a pay grade.
Step 1:	6 months from date of commencement at Entry.
Step 2:	12 months from date of progression to Step 1.
Step 3:	12 months from date of progression to Step 2.
Step 4:	12 months from date of progression to Step 3.
Step 5:	12 months from date of progression to Step 4.
Max:	12 months from date of progression to Step 5.

Step increases shall be subject to the approval of the Department Head, who may withhold such approval for justifiable cause. However, employees will move automatically from Entrance to Step 1 upon completion of six (6) months employment from date of hiring or promotion, unless a written warning of non-satisfactory performance has been given at the end of three (3) months from date of hire or promotion.

When an employee is promoted to higher graded position, the employee shall be placed at the Step in the higher grade that is not less than \$15.00 more per week than the employee's prior weekly rate of pay but in no event shall the rate of pay exceed the maximum on the pay scale for the new grade.

(e) Employees in classifications B & C will be paid a differential of fifty cents (\$.50) per hour when operating or performing mechanical maintenance on sweepers, graders, loaders, backhoes, the 10-wheel dump trucks and 6 or 10 wheel sanders.

(f) Sewage Treatment Plant employees will be paid a differential of one dollar (\$1.00) per hour when performing work inside the following areas: Clarifiers, Aeration Tank, Chlorine Contact Chambers, Sludge Holding Tank, Grit Chambers, Septage Holding Tanks and Attleboro Falls Wet Well.

(g)

(i) Water and Sewer and Highway Department employees shall receive a stand-by stipend in the following amounts per week for weeks that they are on stand-by:

Effective Date
July 1, 2022

Amounts of Weekly Stipend
\$275.00

This stipend shall be in addition to any overtime to which an employee may be entitled pursuant to Article III, Section 3. It is understood that the individual on stand-by in each Department (Water, Sewer, Highway) shall be provided with a phone. It is further understood that the Department Superintendent or his/her designee may designate a member of the bargaining unit in each Department who has requested to be on the on-call list to be on stand-by duty.

(ii) Effective July 1, 2019, employees in the Parks and Recreation Department shall receive a stand-by stipend in the following amount per week for weeks that they are on stand-by. They shall only be assigned stand-by during full weeks when the Department Head is on vacation for the week. It is understood that the individual on stand-by shall be provided with a phone. It is further understood that the Department Head or his/her designee may designate a member of the bargaining unit in the Department who has requested to be on the on-call list to be on stand-by duty. The stipend shall be \$250 per week.

(h) Direct Deposit: Effective with the first pay period 90 days after October 17, 2016, all employees shall receive their pay through direct deposit.

Electronic Pay Advisories: Effective with the first pay period 90 days after October 17, 2016, the Town may provide employees with electronic pay advisories in lieu of paper paystubs.

Bi-weekly pay: The Union agrees that the Town has satisfied its bargaining obligations with respect to paying employees on a bi-weekly basis and the Town agrees to provide the Union and employees with ninety (90) calendar days' notice prior to implementation of bi-weekly pay. Bi-weekly pay shall not be implemented before the first pay period in July 2017 and shall not be implemented until all other employees in the Town, excluding employees in the School departments, are being paid on a bi-weekly basis.

The parties understand and agree that employees shall provide direct deposit information to the payroll office four (4) weeks in advance of the implementation date to enable the Town to set up direct deposit for their paychecks in accordance with this provision.

Section 2. This Section 2 intentionally left blank.

Section 3. Overtime and Work Schedule

Effective July 1, 2011, full-time DPW and Park Department employees covered by this agreement shall work a thirty-seven (37) hour work week.

DPW employees shall work from 6:45 a.m. to 4:30 p.m. (including an unpaid thirty (30) minute lunch period) on Monday, Tuesday, Wednesday and Thursday. DPW employees may choose to forego their thirty (30) minute lunch period. In that case, the DPW employees' work day will end at 4:00 p.m.

Park Department employees shall work from 6:45 a.m. to 4:30 p.m. (including an unpaid thirty (30) minute lunch period) on four (4) days per week between Monday and Friday. The

four (4) days that each employee will work each week will vary according to a schedule that will be devised by the Department Head and posted on July 1 of each year in accordance with the last paragraph of this section. Like the DPW employees, if Park Department employees choose to forego their thirty (30) minute lunch period, their work day will end at 4:00 p.m.

A DPW or Park Department employee who takes one-half ($\frac{1}{2}$) day of leave for the first half of a shift will be required to report to work at 11:30 a.m., while an employee who takes one-half ($\frac{1}{2}$) day of leave for the second half of a shift will be permitted to leave work at 11:30 a.m.

The Town Hall custodian shall work a thirty-seven (37) hour workweek and his days and hours shall be assigned by the Town Manager. If the custodian takes a full day off as sick leave or vacation leave, he will be charged for a full day of leave regardless of the number of hours that he was scheduled to work on that day. If he takes leave for one-half of the hours that he is scheduled to work on a day other than Friday, he shall be charged for one-half of a day's leave. The custodian shall not be permitted to take one-half day of vacation or sick leave on Friday; he will be charged a full day of leave for any leave (other than personal leave) taken on Friday. Notwithstanding any other provision of this Agreement, upon the custodian's termination he shall be paid for any accrued unused vacation days at the rate of eight (8) hours pay for each day. Also, he will be allowed eight (8) hours of leave for each personal day that he earns.

The Police Department custodian currently works a thirty-seven (37) hour workweek and his days and hours will continue to be assigned by the Police Chief. (The Town reserves the right to change the length of the workweek for that position as the needs of the Town and the Police Department require.) For so long as the Police Department custodian works a thirty-seven (37) hour workweek, the leave-taking provisions outlined in the previous paragraph for the Town Hall custodian shall apply to the Police Department custodian, with the exception of the last two (2) sentences of that paragraph. Upon the termination of the Police Department custodian, he will be paid for any accrued unused vacation days at the rate of seven (7) hours pay for each day. Also, he will be allowed seven (7) hours of leave for each personal day that he earns.

DPW and Park Department employees who work the above four (4) day weekly schedule shall be paid overtime at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay for hours worked in excess of nine and one-fourth ($9\frac{1}{4}$) in a day or thirty-seven (37) in a week.

The Town Hall Custodian and the Police Department Custodian, who work a five (5) day schedule, shall be paid overtime for hours worked in excess of eight (8) in a day or thirty-seven (37) in a week.

Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours' pay at time and one-half except that if he is called-in less than two (2) hours before the starting time for his scheduled work shift he will receive a minimum of two (2) hours pay at the rate of time and one-half. If Sunday is a normal work day, and a man is called back he shall be paid double time for the call back period (which shall be at least four (4)

hours). Nothing herein shall be considered to change the rules of Article III, Sec. 5(b), pertaining to holiday pay.

If an employee is called in to work to perform sanding operations or snow plowing prior to the regular scheduled starting time for his/her regular shift, and if he/she is required to continue the performance of sanding operations or snow plowing during such regular shift, he/she shall be paid a premium of one-half his/her regular rate of pay for each consecutive hour that he/she is required to continue sanding operations or snow plowing during his/her regular shift. (Said premium shall not apply to the employee's regular one-half hour unpaid meal period).

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Superintendent of the Division involved.

Overtime work shall be voluntary, except in case of emergency to be determined by the Director of Public Works, Assistant Director of Public Works or Highway Superintendent. There shall be no discrimination against any employee who declines to work overtime.

As of July 1 of each year, each Department Manager shall post the regular work week and hours for all full time employees. Once established, regular work weeks may not be changed without Union agreement. If an employee is asked to work any time in addition to or outside of his regular work week, his compensation shall be subject to the provisions of this section dealing with overtime.

Section 4. Vacations

(a) (i) Subject to sub-section (b), employees who commenced employment on or before December 31, 2016 in a position covered by this Agreement shall be granted annually, as of July 1, weeks of paid vacation in accordance with the following schedule:

<u>Years Completed Prior to July 1</u>	<u>Weeks of Vacation</u>
1 year to 4 years	2
5 years to 9 years	3
10 years to 15 years	4
16 years to 24 years	5
25 years and over	6

(a) (ii) Subject to sub-section (b), employees who commenced employment on or after January 1, 2017 in a position covered by this Agreement shall be granted annually, as of

July 1, weeks of paid vacation in accordance with the following schedule:

<u>Years Completed Prior to July 1</u>	<u>Weeks of Vacation</u>
1 year to 4 years	2
5 years to 9 years	3
10 years to 19 years	4
20 years and over	5

(b) Notwithstanding the provisions of sub-section (a), an employee shall accrue two (2) weeks of vacation leave on his/her first (1st) anniversary of employment. That vacation leave must be used prior to the succeeding July 1st. Thereafter, he/she will accrue vacation on July 1st of each year in accordance with the above schedule. An employee who has completed six (6) months of employment will be permitted to use up to five (5) days of vacation that he/she will accrue on his/her first (1st) anniversary of employment.

(c) All vacation schedules are subject to the approval of the Department Head. Vacations must be taken in daily or one-half day increments. Requests for vacation time must be made at least one week in advance. This notice period may be waived by the Department Head at his discretion. Payment for each week of vacation shall be in a separate pay check.

(d) Vacation leave must be taken in the year (July 1 – June 30) in which it is earned, and may not be carried over from year to year. An employee who fails to use all of his/her vacation leave by June 30 of the year in which it was earned shall forfeit such unused vacation leave and shall not be eligible for payment for the leave that is forfeited. However, in the event that extenuating work-related circumstances prevent an employee from taking all of his/her vacation leave prior to June 30, the employee may request his/her Department Head to petition the Town Manager for permission to carry the unused vacation leave into the next fiscal year such that it may be used during the first sixty (60) days of that fiscal year. No request will be unreasonably denied.

Section 5. Holidays

(a) The following days or dates shall be recognized as legal holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

In addition to the above list, employees who are scheduled to work on the Friday after Thanksgiving shall be granted that day as a holiday.

(b) Any employee covered by this Agreement who works on December 25, January 1 or Thanksgiving Day, the Friday after Thanksgiving, or Patriot's Day shall be compensated for such work at two (2) times his regular hourly rate in addition to holiday pay. Any employee covered by this Agreement who works on any of the other above-listed holidays will be compensated for such work at one and one-half times his regular hourly rate in addition to holiday pay.

(c) Whenever one of the holidays set forth in subsection (a) falls on a Sunday, the following day shall be the legal holiday. Whenever one of such holidays falls on a Saturday, the preceding Friday or following Monday, in the discretion of the Town Manager, will be celebrated as the holiday for employees covered by this Agreement. If a holiday falls on or is celebrated on the Friday of a week that a four day work week employee is scheduled to work Monday through Thursday, the employee shall be provided the paid holiday day off on the preceding Thursday. If a holiday falls on or is celebrated on the Monday of a work week that a four day work week employee is scheduled to work Tuesday through Friday, the employee shall be provided the paid holiday day off on the following Tuesday. In determining the number of hours "worked" in a week toward the thirty-seven (37) hour overtime threshold, an employee will be credited with the number of hours that he was scheduled to work on the day that he is granted time-off as a holiday.

(d) If the Town Manager orders that the Town offices be closed for one-half (1/2) day on the work day immediately preceding Christmas or New Year's Day, employees covered by this Agreement shall also be given such one-half (1/2) day off if they are scheduled to work or, if required to work, shall be paid at time and one-half for the time worked during such period.

ARTICLE IV

Section 1. Sick Leave Sick leave shall mean authorized absence from work because of personal illness. However, up to five (5) days of earned sick leave may be taken to deal with the illness of a member of the employee's immediate family (herein defined as any resident members of the employee's household). Sick leave must be taken only in daily or half-day increments.

Coverage:

(a) Employees having six (6) months to one (1) year of continuous full time employment shall be entitled to paid sick leave of six (6) working days in the calendar year; those having one to two years of continuous employment shall be entitled to twelve (12) such days and those having two years or more of continuous employment shall be allowed eighteen (18) such days. A doctor's certification may be required if an employee claims paid sick leave for more than five (5) consecutive work days.

After an employee has accumulated four (4) incidences of absence due to illness in a fiscal year, the employee's Department Head may require that he/she submit a doctor's certificate of illness upon returning from any additional absences due to illness. An "incidence of absence due to illness", for purposes of the above sentence, shall mean any continuous absence due to illness of one (1) day or more. The employee shall have the option of obtaining

the doctor's certificate either from his own personal physician at the employee's expense or from the Town's designated physician(s) at the Town's expense. This paragraph shall not apply to instances in which an employee, after notification to and with the approval of his/her Department Head, leaves work due to illness during the work day, nor shall it apply to any instance in which an employee claims sick leave for a regular work shift that occurs immediately after the employee has completed thirty-six (36) or more continuous hours of work in an emergency situation.

(b) Annual sick leave may be accumulated by employees covered by this Agreement to a total of one hundred twenty (120) working days, but further emergency leave may be granted at the discretion of the Human Resources Director after review of all circumstances including the employee's previous attendance and performance records.

(c) Absence from work due to injury directly attributable to work duties shall be counted against accrued sick leave if no claim is filed for Worker's Compensation. In the event that Worker's Compensation is claimed, the employee shall be granted and charged for sick leave, personal leave, and then vacation leave to the extent of the difference between the amount paid in Worker's Compensation and his/her regular rate. If an employee files a claim for Worker's Compensation, he will be allowed to use accumulated sick leave during the period that his claim is pending, and before that claim is paid, provided that he executes a stipulation authorizing the Worker's Compensation insurer to pay directly to the Town any Worker's Compensation payments attributable to the period during which he used such accumulated sick leave. The employee will subsequently be re-credited with sick leave representing the amount of the Worker's Compensation payments received by the Town.

(d) Each Department will be responsible for preparing a monthly update of each employee's accumulated sick leave, vacation leave and personal leave on the first Monday of the month to be provided to Human Resources. Human Resources should review and either agree or adjust and return to the Department within 10 days. After the Department receives the updated report from Human Resources, it shall be reconciled with their records (or disputed if still an issue) and provided to employees by the end of the month upon their request.

Section 2. Sick Leave Bank

1. A Sick Leave Bank is established, effective July 15, 2005, for use by a participating member whose sick leave is exhausted through prolonged illness. A prolonged illness shall be one which has caused absence of more than thirty (30) consecutive work days. Vacation, personal, and all sick leave days must be used by the participating member before being eligible to draw upon the sick leave bank. The member is responsible for obtaining the required documentation and submitting it in a timely manner.

2. To be eligible for sick leave bank, the applicant must have been a member of the bargaining unit for at least one (1) year prior to the date of the application and have contributed to the sick leave bank by July 15th of that fiscal year. Employees may elect each fiscal year to participate by contributing one (1) day by July 15th. Forms for this purpose will be distributed to the members by the Human Resources Department. (Initial establishment of the bank will be

made by the voluntary contribution of one (1) day per member of the bargaining unit by July 15, 2005.) In July of each year, an employee who has reached the 120 day sick leave accumulation limit may contribute to the sick leave bank any days that he lost during the preceding fiscal year because he was at the accumulation limit.

3. A doctor's certificate shall be required in each instance that an applicant seeks access to the sick leave bank, including application for extended benefits.

4. The initial grant of days from the sick leave bank will cover up to twenty (20) working days for any prolonged illness. Consideration will be given for additional days beyond the twenty (20) in the event that the prolonged illness continues. In no instance shall more than one additional grant be made to an individual in a year from the date of that application, or shall that additional grant, coupled with the initial grant, exceed forty (40) days for that individual. If the sick leave bank is exhausted, it shall be replenished by the contribution of one additional day of sick leave by each participating member.

5. The sick leave bank shall be governed and leave distributed by a committee consisting of two (2) members designated by the Town Manager and two (2) members designated by the Union. A majority vote of the committee members will be required for sick leave days to be granted. In the event of a tie vote, the Human Resources Director will break the tie.

6. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal through the contractual grievance and arbitration procedure or through any other judicial or administrative procedure. Previous attendance records and performance evaluation will be considered.

7. No days may be withdrawn from the sick leave bank for use other than a prolonged illness of the union member. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.

8. Application for benefits shall be in writing and shall consist of a letter to the department head accompanied by a written doctor's certificate describing the nature of the illness and providing an estimate of when the employee will be able to return to work. The department head will forward the request to the Human Resources Director and the Union Steward within five (5) working days of receiving it and the committee will meet within ten (10) working days of receipt of the request.

Section 3. Bereavement Leave

In the event of a death in the immediate family of an employee, he/she will be granted leave with pay in the amount of five (5) working days (six (6) working days if the employee is required to travel over 200 miles to attend the funeral) and such leave shall not be charged to vacation or sick leave. For the purposes of this section, the following are to be considered immediate family: spouse or domestic partner, parent, step-parent, parent-in-law, sibling, child, step-child, grandchild and grandparent.

For death of the employee's step sister, step brother, son-in-law, daughter-in-law, or any blood relative (who is not included in the definition of immediate family) of the employee residing in the employee's household, the employee shall be entitled to three (3) days of leave with pay to attend the funeral.

For death of relatives other than the immediate family, each employee shall be entitled to one (1) day of leave with pay. This day will be the day of the funeral and the employee will receive such payment only when the day occurs within his/her regularly scheduled work week and only when he/she is in actual attendance at the funeral.

Section 4. Other Leave

(a) Jury Duty: An employee in full-time employment required to serve on a jury shall be paid the difference between compensation received from jury duty and his regular compensation rate.

(b) Military Leave: Information regarding Military Leave is available in the Human Resources Department.

Any employee serving in the military reserve should notify, in writing with a copy of the orders to report, his/her department head at least two (2) weeks prior to the scheduled assignment.

An employee of the Town who is a member of the National Guard or a Military Reserve Component of the United States Armed Forces and who is called-up to active duty during a national emergency shall for the duration of the period that he/she is activated be paid the difference between his/her regular weekly straight-time compensation and the total weekly compensation that he/she received for such military services. Such individual shall also be eligible to continue his/her participation in the Town's group insurance programs and the Town shall continue to pay its contribution toward the premium cost of such coverage during the period that he/she is on active duty.

(c) Unpaid Leave of Absence: an employee may, upon written request and with the approval of the Town Manager, be granted an unpaid leave of absence for good and sufficient reasons for periods not to exceed three (3) months. Upon further approval of the Human Resources Director, such leaves of absences may be extended every three (3) months for an additional nine (9) months. During leaves of absence, sick leave and vacation time shall not accrue.

Section 5. Discrimination

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

Section 6. Performance Evaluation

The Town and the Union agree that a personnel evaluation system shall be implemented which shall apply to all employees covered by this Agreement. The procedures which shall be followed are outlined on the Employee Performance Review Form which is attached hereto as Appendix A.

Section 7. Personal Day

Effective July 1, 2016, an employee covered by this Agreement shall be entitled to be absent from work without loss of pay on three (3) days per fiscal year to attend to personal business. Personal time may be taken in hourly increments. The employee will be expected to obtain the prior approval of his/her Department Head for the scheduling of such personal days.

ARTICLE V

Section 1. Meal Periods

The Employer shall furnish a meal to any employee who is requested to and does work two (2) or more hours beyond his regular shift. The employee shall be furnished meals every four (4) hours thereafter while he continues to work.

In the event the Employer is unable to furnish meals, the employee shall be granted time off to eat of one-half hour, and the Employer shall automatically compensate the employee \$10.00 per meal.

Section 2. Miscellaneous Provisions

(a) Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post derogatory or inflammatory written material on such bulletin boards.

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

(c) The Employer agrees to permit representatives of the Laborers' International Union of North America, AFL-CIO and/or Local Union 272 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 and further provided, that notice is given to the management representative on the premises upon arrival.

(d) All employees covered by this Agreement shall be issued identification cards with a picture, to be signed by the Human Resources Director, and containing the telephone number of an office which will verify the person's right to hold such card. An employee is required to return the identification card upon separation from employment.

(e) This paragraph (e) intentionally left blank.

(f) This paragraph (f) intentionally left blank.

(g) An employee is obligated to notify the Department Head or designee of any vehicle inspection and/or repair/safety issues. The Town acknowledges management's obligation to

maintain all vehicles to acceptable standards of safety and repair. Issues brought to the attention of management will be assessed and a determination will be made for continued use of the vehicle.

(h) Members of the labor force shall take work instructions and orders from the Working Foreman if present; if he is not present, from the Superintendent; if he is not present, from the Department Head. If none of the foregoing is on duty, members of the labor force shall take work instructions and orders from a Commissioner.

(i) No more than three (3) employees shall be required to ride in the cab of a truck.

(j) As a condition of employment, any individual whose job description requires a Hoisting Engineer's License must maintain said license at all times. Only individuals who hold a Hoisting Engineer's License will be permitted to operate equipment for which a Hoisting Engineer's License is required.

(k) The parties have agreed to a Drug and Alcohol Policy which is attached hereto as Appendix B.

(l) Employees are required to wear seat belts when riding in Department vehicles that are furnished with seat belts.

(m) An employee who is required to hold a license or licenses to perform his/her job duties shall have such license(s) checked annually by the Human Resources Department in order to determine that the license(s) is/are valid and current. Employees will notify their Department Head immediately when any of their licenses required for their job have been suspended or revoked."

Section 3. Educational Reimbursement

(a) An employee wishing to take an educational course which relates to his/her present job responsibilities may be reimbursed for the cost of registration fees, tuition and books for such course under the following conditions:

- (1) the course is scheduled outside of the employee's regular working hours;
- (2) the employee makes a written application for course reimbursements to the Board or Department Head (Board of Public Works, Park Commission, Town Manager, Police Chief) and receives the approval, prior to the employee's registration for the course;

and

- (3) if the course is graded, the employee receives a passing grade in the course.

Before payment can be authorized the employee must provide the Board/Department Head with the following:

- (1) Course description;
- (2) Application and Acceptance;
- (3) Transcript with grade received or, if the course is not graded, Completion Certificate;
- (4) Certified record of attendance; and
- (5) Receipts for the registration fee, tuition and book expenses incurred by employee.

It shall be within the discretion of the Board/Department Head to decide whether a course, in fact, relates to the employee's present job responsibilities.

(b) An employee who is required by the Department as a condition of employment to hold a license other than a Class D Driver's License shall be eligible for reimbursement for the cost of obtaining or renewing such license. To be eligible for reimbursement, an employee must present the license to his/her Department Head within two (2) weeks of obtaining or renewing it. Reimbursement shall be made within a reasonable period following the presentation of the license to the employee's Department Head. Medical Examinations shall be done outside of the employee's work hours. The Town shall provide employees with the option of obtaining the CDL medical examination through a medical professional(s) selected by the Town at no cost to the employee no more than once per fiscal year. Employees shall provide the Town with a copy of the DOT Medical Examiner's Certificate. Employees who obtain the CDL medical examination through their own medical professional shall be reimbursed for the lesser of the following two amounts: (a) the actual cost that the employee paid for the CDL medical examination (employees must present a paid receipt and a copy of the DOT Medical Examiner's Certificate), or (b) the amount that the Town would have paid had the employee obtained the CDL medical examination from one of the medical professional(s) selected by the Town.

An employee shall not receive reimbursement for a CDL medical examination more than once per fiscal year. It is agreed, however, that if the employee leaves the Town's employ within

twelve (12) months of the date of such reimbursements, the amount of such reimbursements shall be deducted from the employee's final paycheck.

(c) Notwithstanding the provisions of sub-section (b), above, an employee who is required to hold the CDL license as a condition of his/her employment will be reimbursed for the fee for the General Knowledge Test and will further be reimbursed for the fee for any riders which his/her Department Head requires that he/she obtain. Reimbursement shall be made within two (2) weeks of presentation to the Department Head of information which verifies receipt of the license and/or rider(s).

(d) Employees will be reimbursed for any license that they obtain that is considered by the DPW Director to be a benefit to the town and that is approved in advance by the DPW Director, regardless of whether or not it is required by their job description. However, employees who receive such reimbursement must be willing to utilize the license when requested on behalf of the town.

(e) CDL Weekly Stipend. Each employee who maintains a Commercial Driver's License ("CDL") shall receive a weekly stipend of two percent (2.0%) of such employee's straight-time weekly wages for all weeks when the employee has a CDL license. This stipend shall be referred to as the "CDL Weekly Stipend". All employees who receive the CDL Weekly Stipend may be required to utilize their CDL license when directed by the Department Head or his designee. Each employee who receives the CDL Weekly Stipend and who separates from employment in the bargaining unit during a work week shall have the CDL Weekly Stipend prorated based on the number of hours the employee worked in his final week of employment in the bargaining unit. For example, an employee with a CDL who works 50% of his work week prior to his final day of employment in the bargaining unit shall receive 50% of his CDL Weekly Stipend for his final week of employment.

ARTICLE VI

CLOTHING

(a) The Town will contract with a vendor to supply each member of the bargaining unit with eleven (11) uniforms, including one (1) jacket, which shall be laundered by the vendor on a weekly basis. In addition, the Town will annually provide each member with five (5) T-shirts (with appropriate Town and/or Department insignia) that employees may wear in lieu of their uniform top during the months of June, July, August and September. Each member shall be personally responsible for cleaning those T-shirts.

(b) Each member of the bargaining unit will be annually provided with a sweatshirt.

(c) It is understood that employees will be required to wear their uniforms during work at all times.

(d) Employees in positions in the bargaining unit shall be reimbursed up to two hundred fifty dollars (\$250) each fiscal year for the purchase of 6" work boots (or approved equal) with steel toes for use during employee operations. Reimbursement shall be made within two (2)

weeks of presentation of the original invoice which adequately describes the boot, or the Department Head (or designee) may request presentation of the boots purchased. If reimbursement is not made within the two (2) week period, and if the delay is not justified, the employee shall receive an additional payment of five \$5.00 dollars per month. Department of Public Works employees shall be eligible for a second reimbursement after six (6) months if work shoes are worn out or damaged and if authorized by the employee's Department Head.

(e) The Town will provide certain "foul weather gear" to each new DPW and Parks employee, at the completion of his/her probationary period at the Town's expense and, where appropriate, with the Town's logo. The "foul weather gear" provided by the Town shall consist of the following items: raincoat (with hood), rain pants, rubber boots, a hooded sweatshirt, and either a pair of winter coveralls or a winter jacket. If any employee's Department Head concludes that any of the above-listed "foul-weather gear" items is worn out, the item will be replaced by the Town unless the Department Head concludes that the wear was due to the employee's negligence or due to the use of the item for non-work related purposes.

ARTICLE VII **INOCULATIONS**

Each employee in the labor group assigned to the Sewer Department, Water Department, or Highway Department shall be entitled to free inoculations provided by the Town for the following diseases:

Flu	Tetanus
Hepatitis A	Hepatitis B

ARTICLE VIII **WORK IN HIGHER CLASSIFICATION**

Effective with the start of the first pay period after October 17, 2016, when an employee occupying a position in the labor group is assigned in writing to a temporary position with a higher rate of pay, and that employee works in that position for five (5) or more days within a thirty (30) day period, said employee will be paid retroactively for the days that the employee is assigned to the temporary position at the Step for that position that is not less than \$15.00 more per week than the employee's usual weekly rate of pay but not to exceed pay at the maximum Step for that position.

ARTICLE IX

Section 1. Grievance and Arbitration Procedure

The Union Steward shall be allowed up to 3/4 of an hour to attempt to settle grievances, at a time to be approved by the Union Steward's immediate supervisor. If he is not successful, any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be processed in accordance with the following procedure:

(1) Level 1. The aggrieved employee shall first present his/her grievance in writing to the Department Head within five (5) working days of the occurrence or failure of the occurrence giving rise to the grievance. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. The Department Head shall advise the aggrieved employee of his/her decision within ten (10) working days after the grievance is presented.

(2) Level 2. If at the end of five (5) working days next following the presentation at Level 1, the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may, within five (5) working days thereafter, submit the grievance in writing to the Town Manager. The written grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated, and the relief desired. Within ten (10) working days after receipt of the written grievance, the Town Manager shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. Within ten (10) working days after the conclusion of said meeting, the Town Manager shall advise the aggrieved employee and the Union in writing of his decision concerning the grievance.

(3) Level 3. If the grievance is still unsettled, either party may, within thirty (30) days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the Massachusetts Department of Labor Relations shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the Arbitrator.

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the Arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

In the event the Town submits a grievance it shall be discussed between the Business Agent of the Union and the Town Manager or its duly authorized representative. If not resolved, it may be submitted forthwith by either party to arbitration.

If the case involving disciplinary action reaches arbitration, the Arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

Section 2. Seniority

The length of continuous service of an employee in his current division within the bargaining unit shall determine the "divisional seniority" of the employee.

For purposes of this paragraph, the divisions shall be the following: Highway, Water, Sewer, Waste Water Treatment, Fleet Maintenance, Forestry, Park Department, Town Hall and Police Department.

The length of continuous service of an employee in positions within the bargaining unit shall determine the "departmental seniority" of the employee.

When qualifications as determined by the Employer are relatively equal, divisional seniority shall govern and control in all cases of transfer, decrease or increase of the working force, as well as preference in assignment to shift work and choice of vacation period.

Section 3. Job Posting and Bidding

When a position covered by this Agreement becomes vacant, such vacancy, with a listing of the duties, grade, qualifications and requirements, shall be posted in a conspicuous place in each Department (such as the entrance or time clock areas) as well as on a Town Hall bulletin board and in the Human Resources office. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period, the Employer shall award the position to the most senior applicant qualified within the division. If the Employer decides there is no applicant qualified within the division, the Employer shall consider the qualifications of any applicant within the bargaining unit, as well as any applicant from outside the bargaining unit. If the Employer decides that an applicant or applicants within the bargaining unit are as qualified as the most qualified applicant from outside the bargaining unit, the Employer shall award the position to the most senior qualified applicant from within the bargaining unit. If not, the Employer may fill the position from outside the bargaining unit.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by the Department Head that the employee is not qualified to perform the work, he shall be returned to his old position and rate.

Section 4. Probationary Period

The first ninety (90) days of employment of new employees covered by this agreement shall be a probationary period during which the employee may be discharged with or without cause and without recourse to the grievance and arbitration provisions of this agreement. This period of time may be extended for an additional ninety (90) days at the discretion of the Department Head.

Section 5. Reclassification

Any employee who believes that the duties and responsibilities of his/her position have so substantially changed as to warrant a reclassification shall request in writing a review of his/her job description with his/her department head and any elected or appointed board having

authority over that department. If there is support for the request for reclassification, the matter shall be presented in writing concurrently to the Town Manager and Union representatives who shall meet to deal with the matter through collective bargaining.

ARTICLE X
TEMPORARY LIGHT DUTY

When modified duty work is available, the Department Head, in his or her discretion, may assign an employee(s) to a modified duty assignment when such employee is unable to work full duty because of personal illness or injury or because of a work-related injury or illness. All modified (light) duty assignments will be consistent with the limitations provided by the employee's and/or town's doctor and consistent with the Department policy. The Department Head may, in his or her discretion, remove an employee from modified duty at any time.

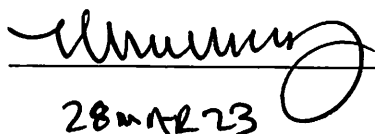
ARTICLE XI
CONTRACT DURATION

This Agreement shall continue in full force and effect from July 1, 2022 through June 30, 2025 and shall thereafter be renewed automatically from year to year unless written notice of a desire to amend the terms of the Agreement is sent by one party to the other at least nine (9) months prior to the renewal hereof.

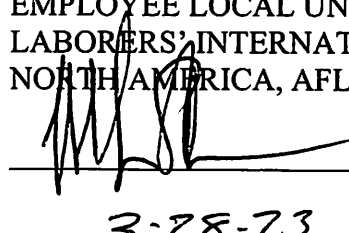
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives as of the day and year so indicated.

TOWN OF NORTH ATTLEBOROUGH, MA

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL, i/b/o PUBLIC
EMPLOYEE LOCAL UNION 272 of the
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AFL-CIO



(Date)



(Date)

APPENDIX A
PERFORMANCE EVALUATION

Employee _____ Title _____

Evaluation Period _____

Attendance Record: Sick days used _____ Days Tardy _____

Safety Record: Days absent due to a job connected injury _____

A. Performance Rating:

- | | | | | | |
|---|-----|----|---|---|---|
| 1. Is the employee courteous when dealing with the public? | 1 | 2 | 3 | 4 | 5 |
| 2. Are the minimum requirements of his/her job description being met? | 1 | 2 | 3 | 4 | 5 |
| 3. Are safety rules and policies adhered to? | 1 | 2 | 3 | 4 | 5 |
| 4. Is the level of work produced consistent with the Department's expectations? | 1 | 2 | 3 | 4 | 5 |
| 5. Does employee get along with fellow workers, cooperative and have a good attitude? | 1 | 2 | 3 | 4 | 5 |
| 6. Does employee ask questions when he/she does not understand how to do the job?
Does employee follow through on work orders? | 1 | 2 | 3 | 4 | 5 |
| 7. Is equipment used properly? | 1 | 2 | 3 | 4 | 5 |
| 8. Is equipment cleaned, returned and stored properly? | 1 | 2 | 3 | 4 | 5 |
| 9. Are Town vehicles used in accordance with Town procedures and policies? | 1 | 2 | 3 | 4 | 5 |
| 10. Is employee available for emergency overtime? | 1 | 2 | 3 | 4 | 5 |
| 11. Is employee ready for work at starting time? | 1 | 2 | 3 | 4 | 5 |
| 12. If training is available does the employee take advantage of it? | Yes | No | | | |
| 13. Overall Rating: | 1 | 2 | 3 | 4 | 5 |

Evaluator's Comments: _____

(1) Excellent; (2) Good; (3) Fair; (4) Need to Improve; and (5) Unsatisfactory.

Statement of Procedure

Each employee will be evaluated between Labor Day and Thanksgiving of every fiscal year. Park Department employees shall be evaluated by the Park and Recreation Director. Employees in the Department of Public Works who work in divisions which are supervised by a Superintendent shall be evaluated by that Superintendent, and the evaluation shall be reviewed by the Director of Public Works. All other employees in the Department of Public Works shall be evaluated by the Director of Public Works. The evaluator will record his/her judgements on the Employee Performance Review Form and will meet privately with the employee to review the completed form. During that discussion the employee will be advised of the strengths and weaknesses of his job performance. Upon completion of that discussion, the evaluation will be signed and dated by both the employee and the evaluator. By signing the instrument, the employee only acknowledges that he/she has received and has had an opportunity to discuss the form but does not signify agreement with the evaluator's conclusions. An employee whose evaluation is performed by a Superintendent may, within two (2) days of the evaluation discussion, request a meeting with the Director to review the evaluation. The Director will convene a joint meeting with the employee and the Superintendent to discuss the evaluation. Following the meeting the Director will make any revisions to the evaluation which he judges to be appropriate and will then sign and date the evaluation and a copy will be provided to the employee. The employee will then have seven (7) days to submit in writing any comments concerning the final evaluation. Said written comments shall be attached to and filed with the evaluation. Only an employee who received an Overall Rating (#13) of "Unsatisfactory" shall be permitted to challenge that evaluation through the contract's Grievance Procedure.

Evaluated By:

Name

Title

Date

Reviewed:

Director of Public Works

Date:

Employee:

A copy of this report has been reviewed and explained to me; my signature does not necessarily indicate agreement.

I do not agree with part or parts of this review as follows:

Signature of Employee

Date:

APPENDIX B
DRUG AND ALCOHOL POLICY

This policy applies to all employees in the bargaining unit represented by the Massachusetts Laborers' District Council.

PROHIBITED CONDUCT

Covered employees are prohibited from using, possessing or being under the influence of alcohol or controlled substances while on the job.

1. **Alcohol Possession and Use**

- a.) No employee shall report for duty or remain on duty while having an alcohol concentration of .04 or greater. No supervisor or management representative shall permit an employee to perform safety-sensitive responsibilities if he/she has actual knowledge that an employee has an alcohol concentration of .04 or greater.
- b.) No employee shall be on duty while he/she possesses alcohol. No supervisor or management representative shall permit an employee to perform safety-sensitive responsibilities or drive a commercial motor vehicle if he/she has actual knowledge that a driver possesses alcohol while on duty.
- c.) No employee shall use alcohol within four (4) hours of going on duty or while he/she is on duty. No supervisor or management representative shall permit a driver to drive a commercial motor vehicle or perform safety-sensitive responsibilities if he/she has actual knowledge that the driver has used alcohol within four (4) hours of going on duty or while on duty.

2. **Controlled Substances Possession and Use**

- a.) No employee shall report to duty or remain on duty when the employee uses any controlled substance, except where the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle. No supervisor or management representative shall permit a driver to drive a commercial motor vehicle if he/she has actual knowledge that a driver has used a controlled substance that has not been medically prescribed.

NOTE: Any employee who is using such a prescribed medication must notify his/her supervisor before he/she operates any Department of Public Works or Park Department (hereafter referred to as "Department") equipment.

- b.) No employee shall possess any controlled substance (unless it is a prescribed medication as outlined, above) on Department property or while on duty at any time. No supervisor or management representative shall permit a driver to drive a

commercial motor vehicle if he/she has actual knowledge that the driver possesses any controlled substance (unless it is a prescribed medication as outlined, above).

For purposes of this policy, “controlled substances” include marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

TESTING

Covered employees will be subject to the following types of drug and alcohol misuse testing:

- a.) Random Testing
- b.) Post-Accident Testing
- c.) Reasonable Suspicion Testing

Testing will be performed by an agency (hereinafter referred to as “the Agency”) designated by the Town and that satisfies the requirements of 49 CFR Part 382 and related regulations. That agency will be responsible for administering the Town’s controlled substances and alcohol testing program.

1. Random Testing

The actual selection of employees to be tested will be made by the Agency on a periodic basis. Under the random selection process employed, each employee shall have an equal chance of being tested each time that selections are made. Thus, a particular employee could be randomly selected for testing on two (2) or more occasions during any year.

Random drug and alcohol tests will be unannounced and the dates for testing will be spread throughout the calendar year.

When an employee is notified by his/her supervisor of his/her selection for random alcohol and/or controlled substances testing, he/she will be required to immediately report to the Agency’s facility.

N.B. Random drug screening does not apply to employees who do not operate a commercial motor vehicle and who are not required to hold a CDL license.

2. Post-Accident Testing

Any driver who while on duty is involved in an accident involving a Department vehicle that involved: (1) the loss of human life, or (2) the issuance to the driver of a citation for a moving traffic violation, shall be subject to controlled substances and alcohol testing. Any such driver shall immediately attempt to notify his supervisor that the accident has occurred. Unless told otherwise by his supervisor, the driver shall immediately proceed

to the Agency's facility, or, if the Agency's facility is closed, he shall proceed to the Emergency Room that has been designated from time-to-time by the Town. Upon arriving at the Agency's facility or at the Emergency Room the driver shall: (1) identify himself to the Agency's personnel (or the Emergency Room's personnel) and indicate that he/she is reporting for post-accident testing, and (2) notify the Department of his/her arrival at the Agency or at the Emergency Room. The driver shall then be tested for both alcohol and controlled substances. No driver who has been involved in such an accident shall use alcohol until after he/she has been tested for alcohol.

3. Reasonable Suspicion Testing

When an employee's supervisor or other Department official determines that reasonable suspicion exists that the employee is using and/or under the influence of alcohol or controlled substances while on duty, the employee shall be required to submit to alcohol and/or controlled substances testing. The supervisor's determination that reasonable suspicion exists must be based upon specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech or body odors. Moreover, the supervisor making that determination must have received training concerning the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. In such case, the supervisor or Department official shall immediately arrange for the employee to be transported to the Agency's facility for testing.

TESTING PROCEDURES

All testing will be performed by the Agency in conformity with the Federal Highway Administration regulations relating to controlled substances and alcohol testing of drivers who are required to hold a commercial drivers' license in the performance of their daily work responsibilities.

Unless otherwise required by those regulations, the following procedures shall apply to testing for controlled substances and alcohol:

A. Controlled Substances

At the Agency's facility an employee being tested for controlled substances will first be asked for appropriate identification, then given a clean specimen container and directed to a stall or other partitioned area (allowing for individual privacy) where he/she may provide a urine sample. After the driver has provided the Agency's technician with the urine sample the technician shall take the temperature of the urine sample, divide the sample by pouring its contents into two (2) split specimen containers, shall place a tamper-evident seal on the containers and shall place on the specimen containers an identification label that contains the date, the driver's specimen number, and any other appropriate identifying information. The driver shall then initial the identification label for the purpose of certifying that it is the specimen collected from him/her. The technician shall also prepare a chain-of-custody form that is used to document all handling and storage of the specimen.

The driver then is required to sign a form certifying that he/she provided a urine sample and that the specimen identified as having been collected from him or her is in fact the specimen that he/she provided.

The urine sample is subsequently tested at a laboratory that has been certified for that purpose by the Department of Health and Human Services. At the laboratory, a screening test is performed on the contents of one of the containers. If the screening test is positive, a confirmation test is run. If the sample tests positive, the laboratory will communicate that information to the Agency's Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician who is qualified to interpret and evaluate test results. The MRO examines all positive confirmed test results to determine if there is an alternative medical explanation for the positive test result. Before making a final decision as to whether a positive test result is valid, the MRO contacts the employee to provide the employee with an opportunity to discuss the test result and to provide any information that might suggest that there was an alternative medical explanation for that result. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report to the employer that the test was negative. Otherwise, the MRO will report to the Department that the test was positive, and the employee will immediately be removed from duty. After being notified of a positive test result, the employee has seventy-two (72) hours in which to request that the second portion of the sample be tested in a different certified laboratory. Requesting a test of the second sample will not delay the employee's removal from duty. However, if the second sample does not confirm the presence of a drug, the MRO will cancel the positive test finding and notify the employee and the Department of that fact.

If an employee does not provide an adequate amount of urine for testing to be performed, the employee will be requested to drink up to 40 ounces of fluid and to try to provide a sample within three (3) hours while he/she remains at the Agency's facility. If the employee is still unable to provide an adequate sample, he/she will be sent to a physician who will determine if there is a medical explanation for why the employee is not providing the requested sample. If the physician is unable to find a medical explanation, the employee will be considered to have refused to take the test and, under the Department's policy, will be discharged.

B. Alcohol

At the Agency an employee being tested for alcohol use will be administered a breath test by a Breath Alcohol Technician or a Screening Test Technician. In the presence of the employee, the Technician attaches a sealed mouthpiece to an evidential breath test device. The employee is then directed to blow forcefully into the mouthpiece for six (6) seconds, or until an adequate amount of breath has been obtained. If the device registers less than .02, the Technician records the result as Negative and no further testing is performed. If the device registers .02 or greater, the employee is administered a confirmation test between fifteen (15) and thirty (30) minutes after the completion of the initial screening test. If the results of the screening and confirmation tests are different, the confirmation test result is the one that is used. A positive test result will be

communicated to the Department and the employee will immediately be removed from duty.

If an employee does not provide an adequate amount of breath for the device to make a reading, the employee will be sent to a physician who will determine whether there is a medical explanation for why the employee is not providing a sufficient amount of breath. If the physician is unable to find a medical explanation, the employee will be considered to have refused to take the test and, under the Department's policy, will be discharged.

Alcohol Reading of .02 or Greater But Less Than .04

As noted, above, an alcohol test reading of .04 or greater is considered prohibited conduct and will be subject to the sanctions listed, below. The Town will also take action against any employee whose alcohol test discloses a reading of .02 or greater but less than .04. Such an employee shall be removed from his/her normal duty for the duration of that work shift as well as for any work shift that commences within twenty-four (24) hours from the time the test was administered. During that period the employee shall be sent home without pay.

SANCTIONS FOR PROHIBITED CONDUCT

Any employee who refuses to submit to the above-described alcohol and/or controlled substances testing, and/or who fails or refuses to report or be transported to the Agency's facility (or, if the Agency's facility is closed, to the designated Emergency Room) for testing in conformity with the above paragraphs shall be discharged. An employee will be considered to have refused to submit to an alcohol or controlled substances test if:

- a.) He/she fails to provide adequate breath for alcohol testing without a valid medical explanation after he or she has received a direction from Agency personnel to provide such breath;
- b.) He/she fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received a direction from Agency personnel to provide such sample, or;
- c.) He/she engages in conduct that clearly obstructs the testing process.

I. Sanctions For First Incidence of Prohibited Conduct

- (a) Any employee who tests positive for controlled substances or whose alcohol test provides an alcohol concentration of .04 or greater, or who is found to have used alcohol while on duty or within four (4) hours of going on duty, or who is found to possess alcohol or controlled substances while on duty or while on Department property shall immediately be removed from duty.

- (b) The employee will be advised of resources available for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances. The driver shall be evaluated by a substance abuse professional who shall determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use and will refer the employee to an appropriate education and/or treatment program. The employee shall be required to successfully complete that program and shall, following his/her return to duty, be subject to at least six (6) unannounced follow-up alcohol and/or controlled substances tests during the twelve (12) months following his/her return to work. The costs of those follow-up tests shall be borne by the Employer. The cost of the education and/or treatment program shall be borne by the employee. An employee who fails to follow the requirements of a prescribed education and/or treatment program or who fails to complete that program within a reasonable period shall be discharged. The employee shall not be paid during the period that he/she is removed from duty.
- (c) Before the employee is permitted to return to duty, he/she will be required to undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than .02 if the violative conduct involved alcohol, or a controlled substances test with a verified negative result if the violative conduct involved a controlled substance. The expense of the return-to-duty test shall be borne by the employee.

II. Sanctions For Subsequent Incidences Of Prohibited Conduct

Any employee who engages in a second (2nd) violation of this Policy (i.e. tests positive for controlled substances, or whose alcohol test displays an alcohol concentration of .04 or greater, or who is found to possess alcohol or controlled substances while on duty or while on Town property or who is found to have used alcohol while on duty or within four (4) hours of going on duty) shall be discharged.

ADDITIONAL PROHIBITED CONDUCT

Any employee found to have sold or distributed controlled substances or alcohol on Town premises, at any Department work site, or in a Town vehicle will be discharged.

LOSS OF LICENSE

An employee whose driver's license is suspended for off-duty conduct and whose job description and job duties require a driver's license may, for the period of license suspension no greater than ninety (90) days, be placed on an unpaid leave of absence or reduced to a lower bargaining unit classification for which a driver's license is not required. That determination shall be left to the discretion of the applicable Department Head in consultation and concurrence with the Human Resources Director and will not be subject to arbitration. An employee whose license is suspended for a second time or whose license suspension is for a period of greater than ninety (90) days will be discharged.

WHAT ARE THE EFFECTS OF ALCOHOL AND DRUGS ON THE BODY?

Alcohol, a nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. A 12-ounce can of beer, a 5-ounce glass of wine and a 1 1/2 ounce shot of hard liquor all contain the same amount of alcohol.

Each 1/2 ounce of alcohol takes the average body about one hour to process and eliminate. Coffee, cold showers and exercise do not hasten sobriety. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory, and judgment. Taken in larger quantities over a long period of time, alcohol can damage the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years.

Other Effects:

- * greatly impaired driving ability
- * reduced coordination and reflex action
- * impaired vision and judgment
- * inability to divide attention
- * lowering of inhibitions
- * hangover, which can be accompanied by headaches, nausea, dehydration, unclear thinking, unsettled digestion and aching muscles

Marijuana, also known as “pot”, “weed”, “grass” and other street names, alters the user’s sense of time and reduces the ability to perform tasks requiring concentration. The drug has a significant effect on judgment, caution, and sensory/motor functions.

Other Effects:

- * impaired driving for at least 4 - 6 hours after smoking 1 “joint”
- * restlessness
- * inability to concentrate
- * increased pulse rate and blood sugar
- * rapidly changing emotions and erratic behavior
- * altered sense of identity
- * dulling of attention
- * hallucinations, fantasies and paranoia
- * reduction or temporary loss of fertility

Cocaine is a stimulant drug which increases heart rate and blood pressure. As a powder, cocaine is inhaled, ingested or injected. Cocaine is also used as free base cocaine known as “crack” or “rock”, which is smoked.

Many people mistakenly believe that, because it is smoked, crack is safer than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive drugs known today. The most dangerous effects of crack are that its use can cause vomiting, rapid heart beat, tremor and convulsions. All of this muscle activity increases the demand for oxygen, which can result in cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing, and heart beat are depressed, which can lead to death.

Other Effects:

- * a rush of pleasurable sensations
- * a heightened, but momentary, feeling of confidence, strength and endurance
- * accelerated pulse, blood pressure and respiration
- * impaired driving ability
- * paranoia, which can trigger mental disorders in users prone to mental instability
- * irritation of the nostrils and nasal membrane
- * mood swings
- * anxiety
- * reduced sense of humor
- * compulsive behavior, such as grinding teeth or repeated hand washing

Amphetamines are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “bennies”, “wake-ups”, “footballs”, and “dexies”.

People with a history of sustained low-dose amphetamine use quite often become addicted, believing that they need the drug to get by. These users frequently keep taking amphetamines to avoid the “down” mood they experience when the drug wears off.

Even small, infrequent doses can produce toxic effects in some persons. Restlessness, anxiety, mood swing, panic, heart rhythm disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent use can produce brain damage resulting in speech disturbances.

Other effects:

- * loss of appetite
- * irritability, anxiety, apprehension
- * increased heart rate and blood pressure
- * difficulty in focusing eyes
- * exaggerated reflexes

- * distorted thinking
- * perspiration, headaches, dizziness
- * short-term insomnia

Opiates include heroin, morphine, codeine and narcotics used to relieve pain and induce sleep. Heroin, also called “junk” or “smack”, accounts for 90% of the narcotic abuse in this country.

Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot even be obtained with a physician’s prescription.

Most medical problems are caused by the uncertain dosage level, the use of unsterile needles, contamination of the drug, or the combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects:

- * short-lived euphoria
- * impaired driving ability
- * drowsiness, followed by sleep
- * constipation
- * decreased physical activity
- * reduced vision
- * change in sleeping habits
- * possible death

Phencyclidine or PCP, also called “angel dust”, was developed as a surgical anesthetic in the late 1950s. later, due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today, it has no lawful use and is no longer legally manufactured.

PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people otherwise not prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug’s direct effect on the body.

PCP scrambles the brain’s internal stimuli and alters how users see and deal with their environment. Routine activities such as driving and walking become very difficult.

Low doses produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

Other Effects:

- * impaired driving ability
- * drowsiness

- * perspiration
- * repetitive speech patterns
- * incomplete verbal responses
- * blank stare
- * thick, slurred speech
- * involuntary eye movement

NOTE: Portions of regulations upon which this policy is based could be changed by statute, by the FHA, or by other Federal agencies. In that case, the changes to the regulations would supersede any contrary provisions of this policy.

APPENDIX C
CLASSIFICATIONS

<u>GRADE</u>	<u>TITLE</u>
G	FOREMAN
F	CHIEF MECHANIC CHIEF PUMPING STATION OPERATOR LEADPERSON HEAD ZOOKEEPER CROSS CONNECTION/BACKFLOW TECH
E	ASSISTANT MECHANIC GRADE 5 PLANT OPERATOR PUMPING STATION OPERATOR SPECIALIZED HEAVY EQUIPMENT OPERATOR
D	GROUNDSKEEPER HEAVY EQUIPMENT OPERATOR MECHANIC STREET SWEEPER/SIGN PAINTER ZOOKEEPER GRADE 3 WASTE WATER TREATMENT FACILITY OPERATOR
C	LABORER/TRUCK DRIVER WATER METER/REPAIRMAN
B	GENERAL LABORER
A	CUSTODIAN

Memorandum of Agreement
Between the Town of North Attleborough
And
Massachusetts Laborers' District Council Local 272

June 21, 2022

The Town of North Attleborough ("Town") and Massachusetts Laborers' District Council Local 272 ("Union") agree to extend their July 1, 2019 - June 30, 2022 collective bargaining agreement through June 30, 2025 with the following changes:

1. Article X - DURATION: (July 1, 2022- June 30, 2025)
Amend Article X, Contract Duration as follows:
 - A. Replace "July 1, 2019" with "July 1, 2022"
 - B. Replace "June 30, 2022" with "June 30, 2025"

2. Article III, Section 1 - Wages:
 - A. Year 1 (July 1, 2022 - June 30, 2023)
 - (i) Effective July 1, 2022, increase the wage table in Section 1, Article III by 2.0%
 - (ii) Add a new Step 8 that is 3% above Step 7.
 - (iii) Eliminate Step 1 (do not renumber steps)
 - B. Year 2 (July 1, 2023 - June 30, 2024)
 - (i) Effective July 1, 2023, increase the wage table in Section 1, Article III by 2.0%
 - (ii) Effective July 1, 2023, add a new Step 9 that is 3% above Step 8.
 - C. Year 3 (July 1, 2024 - June 30, 2025)
 - (i) Effective July 1, 2024, increase the wage table in Section 1, Article III by 2.0%

3. Article III, Section 1 (g)
Add the following to the Weekly Stipend and eliminate the obsolete stipends and dates:

<u>Effective Date</u>	<u>Amount of Weekly Stipend</u>
July 1, 2022	\$275.00

4. Article V, Section 1. Meal Periods (p. 16)
Effective July 1, 2022, amend the second paragraph in Section 1 by replacing "compensate the employee \$9.50 per meal" with "compensate the employee \$10.00 per meal".

5. Article V, Section 2 (e) and Section 2 (f) Double Time (p. 16):
Effective July 1, 2022, delete paragraphs (e) and (f) and replace with: "These paragraphs (e) and (f) intentionally left blank."

6. Article VI: Clothing (p. 19)

Effective July 1, 2022, replace the first sentence in paragraph (d) with the following:

Employees in positions in the bargaining unit shall be reimbursed up to two hundred fifty dollars (\$250) each fiscal year for the purchase of 6" work boots (or approved equal) with steel toes for use during employee operations.

7. Article VII Inoculations (p. 20):

Effective July 1, 2022, amend Article VII as follows (new language underlined; deleted language struck):

Each employee in the labor group assigned to the Sewer Department, Water Department, or Highway Department shall be entitled to free inoculations ~~by a physician designated~~ provided by the Town for the following diseases:

Typhoid	Flu
Skin Disease	Tetanus
Dysentery	<u>Jaundice</u>
<u>Hepatitis A</u>	<u>Hepatitis B</u>

8. HOUSEKEEPING

A. Replace "Board of Selectmen" with "Town Manager" throughout the Agreement

B. Replace "Town Administrator" with "Town Manager" throughout the Agreement.

C. Article II, Section 2(b): replace "weekly rather than monthly" with "bi-weekly" (p. 2)

D. Article II, Section 4 (p. 3) Amend Section 4 as follows (deleted language struck):

Section 4. Payroll Deductions of Union Dues. Dues of employees covered by this Agreement who are members of the Union ~~and Agency Service Fees of employees who are not members of the Union~~ shall be deducted from the employees' pay and paid to the Secretary-Treasurer of the Local Union 272 after the Union has furnished the Town with an employee authorization and bonding certificate in accordance with state law. ~~It is agreed that employees who are not members of the Union shall, as a condition of employment, be required, on or after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, to pay an Agency Service Fee to the Union. This fee shall in all respects conform to the requirements of M.G.L., Chapter 150E, Section 12.~~

E. Article III, Section 1 (p. 6): Delete the first two paragraphs immediately following the wage table. (obsolete language)

F. Article III, Section 2 (p. 8): Delete Section 2 in its entirety. (obsolete language)

G. Article III, Section 4(d) (p. 11): Replace "Human Resources Director" with "Town Manager"

H. Article III, Section 5 Holidays (p. 11)
Add Juneteenth to the list of holidays.

I. Article IV, Section (b) Military Leave (p. 15): Replace Section (b) with the following: "Section (b) Military Leave: Information regarding Military Leave is available in Human Resources

Department.”

- J. Article IV, Section (c) (p. 15): Replace “Human Resources Director” with “Town Manager”
- K. Article V, Section 2 (a) (p. 16): Replace “denunciatory” with “derogatory”
- L. Article V(d) (p. 16): Replace the last sentence with the following: “An employee is required to return the identification card upon separation from employment.”
- M. Article V, Section 2 (m) (p. 17): Add the following to the end of paragraph (m): “Employees will notify their Department Head immediately when any of their licenses required for their job have been suspended or revoked.”
- N. Article VIII (p. 20): Delete the statement “*This first paragraph is effective until the day before the first pay period after October 17, 2016:*” and delete the first paragraph following that sentence which begins: “When an employee” and ends “assigned to the temporary position.” (obsolete language)
- O. Article IX (pp. 20-22): Amend Article IX by:
 - (i) Deleting Level 3 in its entirety;
 - (ii) Replacing “fifteen (15) days” with “thirty (30) days” in Level 4; and
 - (iii) Relabeling “Level 4” as “Level 3”.

This Memorandum of Agreement shall remain off-the-record for bargaining history purposes until it is ratified by the Union membership and approved by the Town Manager. This Memorandum of Agreement is subject to (i) ratification by the Union membership, (ii) approval by the Town Manager, and (iii) funding of the incremental cost items by the North Attleborough Town Council.

Subject to the above paragraph, agreed to on this 21st day of June 2022 by:

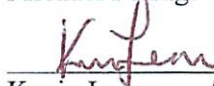
The Town of North Attleborough

 21 JUN 22
Michael Borg, Town Manager

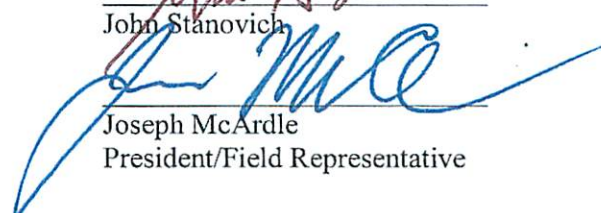
Massachusetts Laborers' District Council Local 272


Mark Sullivan


Michael Ferragi


Kevin Leone


John Stanovich


Joseph McArdle
President/Field Representative