

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF NORTH ATTLEBOROUGH

And

UNITED STEEL WORKERS

AFL-CIO, CLC

LOCAL 9517

July 1, 2022 – June 30, 2025

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UNION CONTRACT

AGREEMENT

This Agreement, and any such agreement entered into to supplement or amend the Agreement, by and between the Town of North Attleborough (hereinafter called the "Town" or the "Employer") and the United Steelworkers, AFL-CIO, CLC, on behalf of Local Union 9517 (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of compensation, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

Section 1. Bargaining Unit

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 A.

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.

When the incumbent as of March 17, 2022 in the position of Executive Assistant to the to the Police Chief is no longer in her position, the position shall be removed from the bargaining unit as a confidential position.

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.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

The Town has and will continue to retain, whether exercised or not, all the rights, powers and authority concerning management of the Departments in which the employees covered by this Agreement are employed. It shall have the sole prerogative of management including, but not limited to, the following:

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or when it shall be in the best interest of the Town or Department. It is understood that discipline or termination of employees shall be subject to the standard of review as per Section 2 below.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or subcontracts for municipal operations.

The above rights, powers and authority are inherent in the Town and are not subject to review or determination on any grievance or arbitration procedure except where such rights, powers and authority are specifically limited by provisions of this Agreement, as previously set forth in the first section of this Article.

Section 2. Disciplinary Action and/or Termination Standards of Review

"Just cause" shall be the standard for reviewing any discipline of employees short of termination.

"Just cause" shall be the standard for reviewing the termination of employees in Unit 1.

"Good cause" shall be the standard for reviewing the termination of employees in Unit 2. "Good cause" shall be defined as any ground which is put forth by the Employer in good faith and which is not arbitrary, irrational, unreasonable or irrelevant to the operation of the applicable department.

ARTICLE 3

PAYROLL DEDUCTIONS

During the life of this Agreement and in accordance with the provisions of M.G.L. ch. 180, Section 17A, the Employer agrees to deduct union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed the standard authorization for payroll dues deductions form provided by the Union. The aggregate amount will be remitted to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth day of the succeeding month. The Union agrees to indemnify the Town against any financial liability incurred in complying with this Article.

ARTICLE 4

This Article intentionally left blank.

ARTICLE 5

UNION BUSINESS

Section 1. Time off for Union Officers

In the event that a member of Local 9517 is duly elected by the membership to serve in the capacity of President or Vice President of Local 9517, said duly

elected officer shall be permitted to attend each fiscal year up to two (2) meetings or seminars conducted by the Union, 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 or, if there is no Department Head, the Town Manager in writing at least seven (7) days prior to the meeting or seminar and provide that Department Head or Town Manager 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 Agreement shall count toward the total allowed six (6) days leave without loss of pay.

Section 2. Bulletin boards

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 denunciatory or inflammatory written material on such bulletin boards.

ARTICLE 6

NO DISCRIMINATION

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

ARTICLE 7

WORK OUT OF GRADE

When a member of the Union is assigned in writing by the employee's supervisor to substitute for an employee in the bargaining unit holding a higher classification who is absent for any reason, and such member of the bargaining unit works in such higher classification for ten (10) or more consecutive working days, such employee shall be paid, retroactive to the first of such consecutive days worked, at the pay grade step of the higher classification that is next higher than such member's then-current wage.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

This Agreement sets forth the basic terms and conditions of employment and is intended to continue the present and good relations between the Town, its employees, and the Union. A grievance is defined as a complaint between the Town and the Union and/or any employee involving only an alleged direct violation of a specific provision of this Agreement. In the event of a grievance between the employees and the Town, the representatives of both agree to make prompt and earnest efforts to settle the matter informally. All unresolved grievances shall be handled as follows:

Level 1. The aggrieved employee, with a Union representative, if the employee so desires, shall first present the employee's grievance in writing to the employee's Department Head with a copy to the Town Manager within five (5) work 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, any information in support of the grievance, and the relief desired. The Department Head shall advise, in writing, the aggrieved employee within seven (7) work days after the grievance is presented of the Department Head's decision. If the aggrieved employee is a Department Head, the employee's immediate supervisor is the Town Manager, a representative from the USW International may join the aggrieved employee in presenting the grievance, and Level 2 (below) will be waived.

Level 2. If at the end of the seven (7) work 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 (5) work 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, any information in support of the grievance, and the relief desired. Within seven (7) work days after receipt of the written grievance, the Town Manager shall meet with the aggrieved employee and a representative or representatives of the Union one of which being from the USW International in an effort to settle the grievance. Within seven (7) work days after the conclusion of said meeting, the Town Manager shall advise the aggrieved employee and the Union in writing of the Town Manager's decision concerning the grievance.

Level 3. A decision by the Town Manager may be appealed to arbitration by written notice of such intention to appeal given to the Town Manager within fifteen (15) work days after the receipt of the written answer by the Town Manager under Level 1 or 2 as the case may be. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 9.

Section 2.

A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Town or its agents to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next Level immediately. The above limitations may be waived by mutual written agreement of the parties.

At Level 2 and each Level thereafter, the Union will be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

Section 3.

No employee shall be able to submit a grievance to arbitration, that right being reserved solely to the Town and the Union.

Section 4.

No reprisals of any kind will be made by the Town against any party in interest or any participant in the grievance procedure by reason of such participation.

ARTICLE 9

ARBITRATION OF GRIEVANCE

Section 1.

In the event either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator through the American Arbitration Association and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association

Section 2.

The award of the arbitrator shall be final and binding on the parties and the expense of the arbitration shall be shared equally. The arbitrator shall have no right to add to, detract from or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law and the regulations and policies of the Commonwealth of Massachusetts, applicable to the Town, the employees and the Union.

ARTICLE 10

SENIORITY, JOB SECURITY, OPEN POSITIONS

The length of service of the employee in the service of the Town shall determine the seniority of the employee.

Should a vacancy arise in a position covered by this Agreement, a notice of such vacancy shall be posted internally for a five (5) working day period except that it may be posted externally and internally on the same day with verbal mutual agreement with the Union Unit President. The posting shall be emailed to all employees using employees' Town email addresses. Employees within the bargaining unit who are interested shall apply in writing within the five (5) working day period from the date of the email. Membership within the bargaining unit will be considered in all hiring decisions. If there is no qualified applicant (as determined by the hiring authority) from within the bargaining unit, the Town may fill the position at its discretion. All newly hired employees shall serve a six (6) month probationary period. An employee who is a successful applicant shall be placed at the Entrance Rate of the range for the new position or, if the applicant is a current employee and that Entrance Rate is lower than the rate the employee had been receiving, at the pay grade step of the classification for the new position that is the next higher than the rate the employee had been receiving.

If, within eighteen (18) months of the elimination of a bargaining unit position the Town re-establishes that position or establishes another position that includes substantially the same responsibilities as the position eliminated, the Town will offer the new position to the laid-off employee provided that the employee maintains any licenses/certifications required for such position. If the laid-off employee is reemployed pursuant to this Article 10, the period of the employee's layoff shall not be considered a break in service, but the period of layoff shall not count for purposes of computing the employee's seniority or benefits covered in this Agreement.

ARTICLE 11

SAFETY AND HEALTH

The Town and the Union will cooperate in the objective of reducing the risk of accidents and health hazards. The Town agrees to provide a safe, clean, wholesome surrounding in all buildings of employment leased and owned by the Town. Safety and health issues related to the workplace shall be brought to the attention of direct workplace supervisors and union unit presidents. If needed, a committee of Town and Union representatives will meet to address the issues.

ARTICLE 12

PERSONNEL RECORDS

Whenever any document relating to the employee's conduct or performance is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material. The employee shall acknowledge that the employee has had the opportunity to read such material by affixing the employee's signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has had the opportunity to read the material to be filed. A lack of signature does not negate the placement to the file. In the event that the employee refuses to sign, such refusal shall be noticed on the document and witnessed by a union representative prior to the document's placement in the file.

Each employee shall have the right, upon written request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee.

The Union or any employee may challenge the propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

An employee may file a grievance based on a personnel evaluation or on any material that results in a negative action. Upon a determination at any Level of the grievance procedure as outlined in Article 8 that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, or amended, together with any of the employee's statements in response thereto.

ARTICLE 13

RE-GRADING OF A POSITION/RECLASSIFICATION PROCEDURE

Step 1: Any employee who believes that the duties and responsibilities of the employee's position have so substantially changed as to warrant a reclassification shall request in writing a review of the employee's job description with the employee's department head and the Town Manager with input from any applicable elected or appointed board or commission. The department head will have 21 calendar days to respond to said request in writing. If they are in support of the request, the employee and the department head must prepare a completed position evaluation of the new designation as described in the Position Evaluation Manual (supplied by the Town) with a description of how the increase in compensation will be funded.

Step 2: If there is support for the request for reclassification, the employee must submit the request, along with the letter of support, completed position evaluation and funding source to the Union.

Step 3: Within 14 calendar days of receiving the request from the employee, the Union must render their decision on whether or not to support the request. If the Union decides to proceed, they will forward the letter of support from the department head, the completed position evaluation, funding source and letter of support from the union to the Town Manager.

Step 4: Within 21 calendar days, the Town's Negotiating Team will meet with the Union representatives to deal with the matter through collective bargaining.

ARTICLE 14

LEAVE, HOLIDAYS AND VACATION

Section 1. Sick Leave

Sick leave is limited to authorized absences from work due to the illness of the employee or the employee's immediate family. For purposes of this section "immediate family" shall include only the employee's spouse, children, parents and parents-in-law. An employee will be permitted to use no more than seventy-five (75) hours of accumulated sick leave for the illness of a member or members of the employee's "immediate family" in any contract year (July 1 - June 30).

(a) Coverage: Employees having six (6) months to one (1) year of continuous full time employment shall be entitled to paid sick leave of forty-five (45) hours in the employee's first year of continuous employment; such forty-five (45) hours

shall be available to the employee at the start of the employee's seventh (7th) month of continuous employment. Employees having one to two years of continuous full-time employment shall be entitled to ninety (90) hours of paid sick leave accrued at the rate of seven and one-half (7.5) hours per month starting at the end of the employee's thirteenth (13th) month of employment. Employees having two years or more of continuous full-time employment shall be allowed one hundred thirty-five (135) hours of paid sick leave per year accrued at the rate of eleven and one quarter (11.25) hours per month starting at the end of the employee's twenty-fifth (25th) month of employment. 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 the employee 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 two (2) days or more. The employee shall have the option of obtaining the doctor's certificate either from the employee's 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 the employee's Department Head, leaves work due to illness during the workday, 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 forty-eight (48) 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 nine hundred (900) hours, 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 to the extent of the difference between the amount paid in Worker's Compensation and the employee's 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 the employee's claim is pending, and before that claim is paid, provided that the employee 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.

Section 2. Sick Leave Bank

(a) A Sick Leave Bank is established for use by a participating member whose sick leave is exhausted through prolonged illness or recovery from childbirth. A prolonged illness shall be one which has caused absence of more than thirty (30) consecutive work days. Vacation, personal, and all sick leave hours 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.

(b) 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 15 of that fiscal year. Employees may elect each fiscal year to participate by contributing seven and one-half (7.5) hours or more by July 15th, effective July 1, 2017. Forms for this purpose will be distributed to the members by the Human Resources Department.

(c) 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.

(d) The initial grant of hours from the sick leave bank will cover up to one hundred fifty (150) hours for any prolonged illness. Consideration will be given for additional hours beyond the one hundred fifty (150) hours 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 three hundred (300) hours for that individual. If the sick leave bank is exhausted, it shall be replenished by the contribution of seven and one-half (7.5) hours of sick leave by each participating member.

(e) The sick leave bank shall be governed and distributed by a committee consisting of the Town Manager, the Department Head, Human Resources Director and two (2) union members. In the event the Department Head is the employee requesting sick bank time, another Department Head will substitute in their place on the sick leave bank committee. A majority vote of the committee members will be required for sick leave hours to be granted. The sick leave bank shall be administered by the Human Resources Department.

(f) 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.

(g) No hours may be withdrawn from the sick leave bank for use other than for a prolonged illness of the union member. Hours may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.

(h) 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 Unit President within five (5) working days of receiving it and the committee will meet within ten (10) days of receipt of the request.

(i) Sick Leave Bank Cap: Notwithstanding any provision of this Agreement to the contrary, the Sick Leave Bank shall not exceed a total of two thousand two hundred fifty (2,250) hours effective July 1, 2022.

Section 3. Personal Leave

Upon commencement of employment, the employee shall be permitted to be absent from work without loss of pay to attend to personal business for up to and including twenty-five (25) hours during each fiscal year.

When possible, the employee will be expected to obtain the prior approval of the employee's Department Head for the scheduling of such personal day. Personal days must be used in the fiscal year in which they are earned.

Section 4. Bereavement Leave

In the event of death in the immediate family of an employee, that employee will be granted leave with pay in an amount up to five (5) consecutive working days, said leave to commence either on the day of the family member's death or on the day next following the day of the family member's death. In the event that the funeral service for the employee's immediate family member is delayed, the employee may use some of the employee's bereavement leave on the day of the death or day next following the day of the death and reserve the remainder of the bereavement leave for attendance at the funeral service. Such leave shall not be charged to sick leave. In the event that the family member's funeral is held more than 200 miles from North Attleboro, the employee shall be allowed a sixth (6th) working day of leave with pay. The following relations are considered to be "immediate family" for the purposes of this paragraph: spouse or domestic partner, child, step child, father, mother, sister, step sister, brother, step brother,

stepmother, step father, spouse's mother, spouse's father, grandchild, grandparents, son-in-law, daughter-in-law or any member of the employee's household. For purposes of this Section 4 only, a person who put themselves in the situation of a parent assuming and discharging the obligation of a parent to the employee, when the employee was a child shall be considered the employee's parent.

In the event of the death of the employee's aunt, uncle, a brother-in-law, sister-in-law or grandparent-in-law, the employee will be granted leave with pay for the day of the funeral.

Section 5. 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 the employee's regular compensation rate.

(b) **Military Leave:** An employee in full-time employment serving in the military reserve shall be paid the employee's regular rate of compensation while on active duty for annual reserve training not to exceed two (2) weeks.

Any employee serving in the military reserve should notify, in writing with a copy of the orders to report, the employee's 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 the employee is activated be paid the difference between the employee's regular weekly straight-time compensation and the total weekly compensation that the employee received for such military services. Such individual shall also be eligible to continue the employee's 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 the employee 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 Town Manager, 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 6. 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	Friday after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

(b) Any employee covered by this Agreement who, pursuant to the direction of the employee's Department Head or the Town Manager, works on December 25, January 1, Thanksgiving Day, the Friday after Thanksgiving, or Patriot's Day shall be compensated for such work at two (2) times the employee's regular hourly rate in addition to holiday pay. Any employee covered by this Agreement who, pursuant to the direction of the employee's Department Head or the Town Manager, works on any of the other above-listed holidays will be compensated for such work at one and one-half times the employee's 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 will be celebrated as the holiday for employees covered by this Agreement. With respect to any such employees, a paid holiday not worked will be considered as eight hours worked for the purpose of determining overtime.

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

Section 7. Vacations

(a) Subject to Section 7 (b), below, employees in continuous service shall be granted annually, as of July 1, paid vacation equal in hours to those of the normal work week, and allowed to take accrued vacation in no less than 4-hour minimums and in full hour increments in accordance with the following schedule:

The following table shall apply to employees who were in the bargaining unit as of July 1, 2017:

Years Completed Prior to July 1	Hours of Vacation
Less than one year:	
If starting date is before January 1 st	74 hours
If starting date is after January 1 st	37 hours

1 year to 5 years	111 hours
6 years to 13 years	148 hours
13 years to 20 years	185 hours
21 years and over	222 hours

The following table shall apply to employees who were in the bargaining unit after July 1, 2017:

Years Completed prior to July 1	Hours of Vacation
Less than one year:	
If starting date is before January 1 st	74 hours
If starting date is after January 1 st	37 hours
1 year to 5 years	111 hours
6 years to 15 years	148 hours
15 years and over	185 hours

If the Hiring Authority, in agreement with the Human Resource Director, determines that an applicant has relevant prior experience in a comparable position, the Hiring Authority may decide to provide the applicant with credit (for purposes of the above vacation schedule only) for a specified number of years completed. The decision of whether an individual's prior experience is relevant and in a comparable position, as well as the decision concerning the number of "years completed" to be credited to the applicant, shall be within the unreviewable discretion of the Hiring Authority (in agreement with the Human Resources Director).

(b) Except in the case of extenuating circumstances, employees who wish to use accrued paid vacation leave shall submit their request in writing to the Department Head or to the Town Manager if the employee does not have a Department Head, a minimum of two (2) weeks in advance. Granting of any request shall be at the discretion of the appropriate Department Head /Town Manager and shall be based on the operational needs of the department. In the event that two or more employees from the same department request the same period of vacation leave, the Department Head /Town Manager will consider the seniority of those requesting the leave, as well as the operational needs of the Department, when deciding which employee or employees will be granted leave for that period.

(c) Vacation leave must be taken in the year (July 1 - June 30) that it is earned, and may not be carried over from year to year. An employee who fails to use all the employee's 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 the employee's vacation leave prior to June 30, the employee may request the employee's 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 such request will be unreasonably denied.

Section 8

Notwithstanding the provisions of Article 14 or any other section of this Agreement, an employee may take personal leave in no less than 1-hour increments, and vacation and sick leave in no less than 4-hour minimums. All leave must be taken in full hour increments. Subject to the prior sentences, an employee will be charged for the leave used based on the employee's schedule.

ARTICLE 15

COMPENSATORY TIME

The Town recognizes that an employee may work hours beyond that of the normal workweek established in the provisions of Article 19. The employee has the right to a reasonable amount of earned compensatory time off.

No employee shall create the need for hours beyond the normal workweek.

Except in the case of unforeseen or emergency circumstances, compensatory time shall be granted only for time specifically approved in writing by the employee's immediate supervisor or, if the employee does not have an immediate supervisor, by the Town Manager.

Members of the bargaining unit may be required to report to work during any emergency as declared by the hiring authority.

DPW members (except the Highway Superintendent) who are required to work over thirty-seven (37) hours in one week to perform work that is outside of their job classification (solely as a result of being called in to assist in an emergency as declared by the Department Head or Town Manager) will be compensated at .027 of their weekly salary for each hour worked between thirty-seven (37) and forty (40) in such week, and .0375 of their weekly salary for each hour worked in excess of forty (40) hours in that week. If the Highway Superintendent is called in for snow removal operations at the request of the Department Head or Town Manager and is required to work more than 42 hours in one week the employee will be compensated at .0375 of the employee's weekly salary for each hour worked beyond 42 hours in such week. Employees must be deemed qualified to perform such work (as determined by the Department Head or Town Manager).

(a) UNIT 1

An employee who is a member of Unit 1 and is authorized by the employee's immediate supervisor to work (and, in fact, works) hours in excess of thirty-seven (37) in any payroll week shall be granted compensatory time for all such hours worked in excess of thirty-seven (37). Compensatory time shall be granted on the basis of one hour of compensatory time for each hour worked between thirty-seven (37) and forty (40) in the week and one and one-half hours of compensatory time for each hour worked in excess of forty (40).

(b) UNIT 2

An employee who is a member of Unit 2 and is authorized by the employee's immediate supervisor or, if the employee does not have an immediate supervisor, by the Town Manager to work (and, in fact, works) hours in excess of thirty-seven (37) in any payroll week shall be granted compensatory time for all such hours worked in excess of thirty-seven (37). Notwithstanding the above sentence, an employee whose job description requires the employee's attendance at meetings outside of the employee's normal work schedule shall not be eligible for compensatory time for time spent while attending such meetings. Time spent in attendance at such meetings shall not be counted toward the employee's thirty-seven (37) hour work week nor shall they be counted toward the thirty-seven (37) hour threshold for compensatory time. Subject to the last two sentences, compensatory time shall be granted on the basis of one hour of compensatory time for each hour worked in excess of thirty-seven (37).

Employees who are granted compensatory time must use such time prior to the end of the second (2nd) month that succeeds the month in which the compensatory time was earned/granted. Employees will forfeit compensatory time that is not used within that period unless, upon written request of the employee, the employee's supervisor agrees to schedule the use of the time at some future date certain.

An employee shall be permitted to use compensatory time only at a time that is approved by the employee's supervisor. No more than five consecutive work days of compensatory time may be used consecutively.

Any denial of the use of compensatory time shall be in writing. If repeated written denials (at least five (5) times) of an employee's written requests to use compensatory time occur within any two (2) month period, the employee will be provided monetary compensation for such time that the employee is not allowed to use unless the denials are the result of a staff shortage in the employee's Department. If the denials are the result of a staff shortage in the employee's Department, the employee's supervisor may elect to extend the two (2) month period for use of the compensatory time by an additional two (2) months.

At any given time, the total of accrued compensatory time shall not exceed sixty-five (65) hours

The Town shall record the accrual and use of compensatory time.

ARTICLE 16

PROFESSIONAL AFFILIATIONS

The Town shall pay for any licenses or certification courses that the employee shall be required to have to maintain the employee's position.

The Town shall pay membership dues in job related professional associations of which the employee is a member as approved by the employee's department head or immediate supervisor, unless the employee's supervisor reports to a Department Head in which case approval shall be by the Department Head.

ARTICLE 17

This Article intentionally left blank.

ARTICLE 18

MILEAGE REIMBURSEMENT

Employees who use their personal vehicles for Town business shall be reimbursed for such use at the mileage rate annually established by the Internal Revenue Service. It is understood that time spent commuting to and from work will under no circumstances be reimbursable under this Section. The parties recognize that the IRS sets the mileage rate in December of each year. The parties agree, however, that the rate set by the IRS will not be implemented under this Agreement until the Town Accountant publishes it. Requests for reimbursement shall follow procedures prescribed by the Town.

ARTICLE 19

Section 1. Payroll Week/Work Week

The payroll week for employees shall extend from 12:01 AM Sunday through 12:00 midnight Saturday.

The regular work week for employees shall consist of thirty-seven (37) hours which schedule shall be established by each employee's Department Head or Town Manager. For employees in Unit 2 whose job descriptions require their

attendance at meetings outside of the normal work schedule, time spent at such meetings shall not be counted toward those thirty-seven (37) hours.

Paid time on authorized leave shall be considered as time worked.

On or before June 1 of each year, a bargaining unit employee shall be notified of any change to the employee's regular work week for the following fiscal year (commencing July 1). Once established, an employee's regular work week may not be changed within a fiscal year unless the employee has agreed to such change and the employee has been provided with at least thirty (30) days' notice of the implementation of that change. Said changes will be at the discretion of the Department Head or Town Manager.

Section 2. Direct Deposit, Electronic Pay Advisories, Bi-Weekly Pay

- (a) Direct Deposit: Effective with the first pay period in January 2018, all employees shall receive their pay through direct deposit.
- (b) Electronic Pay Advisories: Effective with the first pay period in January 2018, the Town may provide employees with electronic pay advisories in lieu of paper paystubs.
- (c) 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 2018 and shall not be implemented until other employees in the Town are being paid on a bi-weekly basis.

ARTICLE 20

EDUCATIONAL REIMBURSEMENT

Employees who enroll in approved college level or specialized training courses will be eligible for reimbursement for the cost of tuition charges, registration fees and course books, where the following conditions are satisfied:

- (a) A written application must be submitted to the employee's Department Head prior to the commencement of a course. The application shall specify the title of the course, where and when the course is being offered, and the approximate cost of the course.

(b) Eligibility for reimbursement shall be conditioned upon the approval of the employee's Department Head. If the Department Head approves the employee's request, the Department Head shall provide the employee with written approval which certifies either that the subject matter of the course is related to the employee's job duties, or that the course is required for the employee's college degree program.

(c) Reimbursement shall be conditioned upon the employee receiving a grade of "C" or higher in the course. Payment shall be made within thirty (30) days of submission by the employee to the Town Manager of an official transcript showing the employee's grade in the course.

It is understood that no employee will be eligible for reimbursement for any amount in excess of one thousand five hundred (\$1,500.00) dollars in any fiscal year. It is further understood that courses shall not be scheduled during an employee's normal working hours, except for certification classes/seminars that cannot be held at any other time.

ARTICLE 21

This Article intentionally left blank.

ARTICLE 22

Section 1. Wages

Pay grades and steps shall be as established in Appendix B.

An employee being promoted or reclassified to a higher pay grade band shall be placed on the step in the appropriate band providing the next higher salary to the employee's current salary plus a step increase, and shall thereafter use the date of promotion or reclassification as the employee's anniversary date.

Section 2. Progression Within Pay Grade Bands

Following initial step placement, each employee shall advance to the next higher step of the employee's pay grade band on the anniversary date of said initial step placement.

ARTICLE 23

CALL BACKS

Employees called back for an unscheduled or emergency situation shall be compensated no less than four (4) hours of compensatory time per call back.

ARTICLE 24

This Article intentionally left blank.

ARTICLE 25

SEVERABILITY (SAVINGS CLAUSE)

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

ARTICLE 26

DURATION

This Agreement will be effective as of July 1, 2022 and shall continue in force and effect until 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 five months prior to the renewal date hereof.

ARTICLE 27

EVALUATION

Each employee in Unit 1 shall be evaluated by the Department Head on the evaluation instrument in Appendix C. The Town Manager shall review all such evaluations, shall state the Town Manager's agreement or disagreement with the evaluation, and shall in the Town Manager's discretion provide written comments.

Each employee in Unit 2 who reports to a Department Head shall be evaluated by the Department Head on the evaluation instrument in Appendix C. The Town Manager shall review all such evaluations, shall state the Town Manager's agreement or disagreement with the evaluation, and shall in the Town Manager's

discretion provide written comments. All other employees in Unit 2 shall be evaluated by the Town Manager on the evaluation instrument in Appendix C.

The Human Resources Department shall distribute the blank evaluation instrument in or about the April 15 of each year. Such evaluation shall be completed, issued to the employee, and a copy returned to the Human Resources Department by June 30th.

In addition, new bargaining unit employees will be evaluated prior to the completion of the six (6) month probationary period. Current employees who are promoted will be evaluated at the completion of a ninety (90) day probationary period.

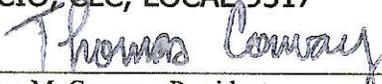
The Town reserves the right to evaluate an employee more frequently than one (1) time per year when it deems more frequent evaluations are appropriate.

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

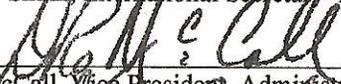
FOR THE TOWN OF
NORTH ATTLEBOROUGH

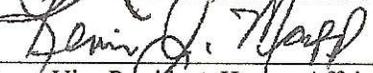
 03 NOV 22
Michael D. Borg, Town Manager

FOR THE UNITED STEELWORKERS
AFL-CIO, GLC, LOCAL 9517

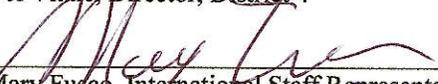

Thomas M. Conway, President

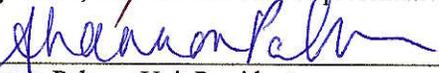

John E. Shinn, International Secretary-Treasurer


D.R. McCall, Vice President, Administration

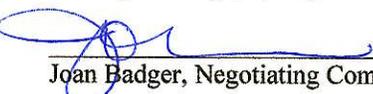

Kevin Mapp, Vice President, Human Affairs


Del Vitale, Director, District 4


Mary Fusco, International Staff Representative


Shannon Palmer, Unit President


Tammy Baillargeon, Negotiating Committee


Joan Badger, Negotiating Committee

APPENDIX A

<u>Unit 1 Classifications</u>	<u>Grade</u>
Kennel Keeper	2
Assistant Librarian	3
Office Manager	4
User Support Specialist	4
Human Services Coordinator	5
Local Building Inspector	5
Building Department Coordinator	5
Librarian	6

<u>Unit 2 Classifications</u>	<u>Grade</u>
Outreach Worker	5
Laboratory Technician	5
Executive Assistant to Police Chief**	6
Construction Superintendent	7
Animal Control Officer	7
Assistant Project Manager	8
HR and Benefits Coordinator	8
Laboratory Supervisor	8
Associate Library Director	8
Pre-Treatment Officer	8
Assistant Park and Recreation Director	8
Senior User Support Specialist	8
Assistant Chief Plant Operator	9
Assistant Information Technology Director	9
Assistant Town Accountant	9
Assistant Town Treasurer	9
Conservation Administrator	9
Council on Aging Director	9
Health Agent*	9
Public Health Nurse	9
Town Planner	9
Veterans Agent	9
Solid Waste Director	10
Chief Plant Operator	10
Assistant Assessor	10
Water Quality Supervisor	10
Highway Superintendent	11

*An employee of the Health Department who holds the position of Health Agent or Public Health Nurse and who is also appointed by the Town Manager to perform the duties as the Director of the Department will be paid at Grade 11 while performing the duties of the Director of the Department and the duties of the Health Agent or Public Health Nurse.

**When the incumbent as of March 17, 2022 in the position of Executive Assistant to the Police Chief is no longer in her position, the position shall be removed from the bargaining unit as a confidential position.

Building Inspector 11
 Assistant Director of Public Works 12
 Information Technology Director 12
 Park and Recreation Director 12
 Project Manager/Civil Engineer 12
 DPW-Administrative and Fiscal Operations Manager 12

Director of Administration
 Director of Finance
 Director of Information Technology
 Director of Public Works
 Director of Recreation
 Director of Engineering
 Director of Planning and Development
 Director of Public Safety

Director of Administration
 Director of Finance
 Director of Information Technology
 Director of Public Works
 Director of Recreation
 Director of Engineering
 Director of Planning and Development
 Director of Public Safety
 Director of Human Resources
 Director of Legal Services
 Director of Procurement
 Director of Risk Management
 Director of Strategic Planning
 Director of Training and Development
 Director of Communications
 Director of Intergovernmental Relations
 Director of Information Management

Director of Administration
 Director of Finance
 Director of Information Technology
 Director of Public Works
 Director of Recreation
 Director of Engineering
 Director of Planning and Development
 Director of Public Safety

APPENDIX B

Grade	Entry	USW RATES - FY2025											
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10		
2	2.50%	7/1/2022	\$791.94	\$815.72	\$840.21	\$865.40	\$891.38	\$918.11	\$945.65	\$974.04	\$1,003.25	\$1,033.35	\$1,064.35
	2.00%	7/1/2023	\$807.77	\$832.03	\$857.02	\$882.71	\$909.21	\$936.48	\$964.57	\$993.52	\$1,023.31	\$1,054.02	\$1,085.64
	1.00%	7/1/2024	\$823.93	\$848.67	\$874.16	\$900.36	\$927.39	\$955.20	\$983.86	\$1,013.39	\$1,043.78	\$1,075.10	\$1,107.35
3	2.50%	7/1/2022	\$847.42	\$872.85	\$899.02	\$926.00	\$953.77	\$982.39	\$1,011.86	\$1,042.21	\$1,063.07	\$1,094.96	\$1,127.80
	2.00%	7/1/2023	\$864.37	\$890.31	\$917.00	\$944.52	\$972.85	\$1,002.04	\$1,032.10	\$1,063.05	\$1,084.33	\$1,116.86	\$1,150.36
	2.00%	7/1/2024	\$881.65	\$908.11	\$935.34	\$963.41	\$992.31	\$1,022.08	\$1,052.74	\$1,084.32	\$1,106.02	\$1,139.19	\$1,173.37
4	2.50%	7/1/2022	\$906.74	\$933.94	\$961.95	\$990.81	\$1,020.55	\$1,051.16	\$1,082.69	\$1,115.17	\$1,148.63	\$1,183.09	\$1,218.58
	2.00%	7/1/2023	\$924.87	\$952.62	\$981.19	\$1,010.62	\$1,040.96	\$1,072.18	\$1,104.34	\$1,137.47	\$1,171.60	\$1,206.75	\$1,242.95
	2.00%	7/1/2024	\$943.37	\$971.67	\$1,000.82	\$1,030.83	\$1,061.78	\$1,093.62	\$1,126.43	\$1,160.22	\$1,195.03	\$1,230.88	\$1,267.81
5	2.50%	7/1/2022	\$970.19	\$999.31	\$1,028.54	\$1,060.16	\$1,088.62	\$1,124.73	\$1,158.48	\$1,193.22	\$1,229.03	\$1,265.91	\$1,303.88
	2.00%	7/1/2023	\$989.60	\$1,019.30	\$1,049.11	\$1,081.36	\$1,110.39	\$1,147.23	\$1,181.65	\$1,217.09	\$1,253.61	\$1,291.22	\$1,329.96
	2.00%	7/1/2024	\$1,009.39	\$1,039.69	\$1,070.09	\$1,102.99	\$1,132.60	\$1,170.17	\$1,205.28	\$1,241.43	\$1,278.68	\$1,317.05	\$1,356.56
6	2.50%	7/1/2022	\$1,038.12	\$1,069.27	\$1,101.35	\$1,134.38	\$1,168.41	\$1,203.45	\$1,239.55	\$1,276.75	\$1,315.04	\$1,354.50	\$1,395.13
	2.00%	7/1/2023	\$1,058.88	\$1,090.66	\$1,123.38	\$1,157.07	\$1,191.78	\$1,227.52	\$1,264.34	\$1,302.29	\$1,341.35	\$1,381.59	\$1,423.03
	2.00%	7/1/2024	\$1,080.06	\$1,112.47	\$1,145.85	\$1,180.21	\$1,215.61	\$1,252.07	\$1,289.63	\$1,328.33	\$1,368.17	\$1,409.22	\$1,451.49
7	2.50%	7/1/2022	\$1,110.78	\$1,144.12	\$1,178.44	\$1,213.78	\$1,250.20	\$1,287.71	\$1,326.34	\$1,366.12	\$1,407.11	\$1,449.32	\$1,492.80
	2.00%	7/1/2023	\$1,133.00	\$1,167.00	\$1,202.01	\$1,238.06	\$1,275.21	\$1,313.46	\$1,352.87	\$1,393.44	\$1,435.25	\$1,478.31	\$1,522.65
	2.00%	7/1/2024	\$1,155.66	\$1,190.34	\$1,226.05	\$1,262.82	\$1,300.71	\$1,339.73	\$1,379.92	\$1,421.31	\$1,463.96	\$1,507.87	\$1,553.11
8	2.50%	7/1/2022	\$1,188.54	\$1,224.19	\$1,260.92	\$1,298.75	\$1,337.73	\$1,377.86	\$1,419.17	\$1,461.76	\$1,505.60	\$1,550.77	\$1,597.30
	2.00%	7/1/2023	\$1,212.31	\$1,248.67	\$1,286.14	\$1,324.72	\$1,364.48	\$1,405.41	\$1,447.56	\$1,491.00	\$1,535.71	\$1,581.79	\$1,629.24
	2.00%	7/1/2024	\$1,236.56	\$1,273.65	\$1,311.87	\$1,351.22	\$1,391.77	\$1,433.52	\$1,476.51	\$1,520.82	\$1,566.43	\$1,613.43	\$1,661.83
9	2.50%	7/1/2022	\$1,271.73	\$1,309.88	\$1,349.19	\$1,389.65	\$1,431.34	\$1,474.29	\$1,518.51	\$1,564.08	\$1,611.00	\$1,659.33	\$1,709.11
	2.00%	7/1/2023	\$1,297.16	\$1,336.08	\$1,376.17	\$1,417.45	\$1,459.97	\$1,503.77	\$1,548.88	\$1,595.36	\$1,643.22	\$1,692.52	\$1,743.29
	2.00%	7/1/2024	\$1,323.11	\$1,362.80	\$1,403.69	\$1,445.80	\$1,489.17	\$1,533.85	\$1,579.85	\$1,627.27	\$1,676.09	\$1,726.37	\$1,778.16
10	2.50%	7/1/2022	\$1,360.77	\$1,401.60	\$1,443.62	\$1,486.95	\$1,531.56	\$1,577.49	\$1,624.82	\$1,673.56	\$1,723.76	\$1,775.47	\$1,828.74
	2.00%	7/1/2023	\$1,387.98	\$1,429.63	\$1,472.49	\$1,516.69	\$1,562.19	\$1,609.03	\$1,657.32	\$1,707.03	\$1,758.24	\$1,810.98	\$1,865.31
	2.00%	7/1/2024	\$1,415.74	\$1,458.22	\$1,501.94	\$1,547.02	\$1,593.43	\$1,641.22	\$1,690.46	\$1,741.17	\$1,793.40	\$1,847.20	\$1,902.62
11	2.50%	7/1/2022	\$1,456.01	\$1,499.70	\$1,544.70	\$1,591.02	\$1,638.75	\$1,687.92	\$1,738.54	\$1,790.72	\$1,844.43	\$1,899.77	\$1,956.76
	2.00%	7/1/2023	\$1,485.13	\$1,529.69	\$1,575.59	\$1,622.84	\$1,671.52	\$1,721.68	\$1,773.31	\$1,826.53	\$1,881.31	\$1,937.76	\$1,995.89
	2.00%	7/1/2024	\$1,514.84	\$1,560.29	\$1,607.10	\$1,655.29	\$1,704.95	\$1,756.11	\$1,808.78	\$1,863.06	\$1,918.94	\$1,976.52	\$2,035.81
12	2.50%	7/1/2022	\$1,557.93	\$1,604.68	\$1,652.80	\$1,702.40	\$1,753.47	\$1,806.06	\$1,860.24	\$1,916.06	\$1,973.54	\$2,032.74	\$2,093.72
	2.00%	7/1/2023	\$1,589.09	\$1,636.77	\$1,685.86	\$1,736.45	\$1,788.54	\$1,842.18	\$1,897.45	\$1,954.38	\$2,013.01	\$2,073.39	\$2,135.60
	2.00%	7/1/2024	\$1,620.87	\$1,669.51	\$1,719.58	\$1,771.18	\$1,824.31	\$1,879.03	\$1,935.40	\$1,993.47	\$2,053.27	\$2,114.86	\$2,178.31

APPENDIX C

TOWN OF NORTH ATTLEBOROUGH ADMINISTRATIVE AND TECHNICAL PROFESSIONALS - USW EMPLOYEE PERFORMANCE EVALUATION

Employee Name		Date of Hire	
Job Title		Department	
Supervisor / Evaluator/ Town Manager		Type of Evaluation	<input type="radio"/> Probationary <input type="radio"/> Annual

PURPOSE:

The following evaluation form is designed to measure the performance of employees during the period of review and to provide an opportunity for the employee and supervisor to discuss job related performance. This process helps the employee to know what is expected, how well they are doing and how they can improve. Ratings for each factor should be considered based upon job requirements and goals that have been established upon hire or at the prior evaluation.

PERFORMANCE RATINGS

O = Outstanding – 5 points

The accomplished work far exceeds job requirements. Commitment to a high level of performance is evident. Employee thinks beyond the details of the job. Quality of work is done on time despite challenging circumstances.

E = Exceeds Requirements – 4 Points

Demonstrates ability to surpass job requirements. Performance level is above expectations. Requires little or no direction or supervision. Significant accomplishments achieved in all critical areas.

M = Meets Requirements – 3 Points

Achieves expected results of job requirements. Performance is what is expected of a qualified person. Requires routine direction and supervision. Accomplishes goals with infrequent repeat errors.

NI = Needs Improvement – 2 Points

Inconsistently meets job requirements. Performance requires development on or more critical areas. Needs frequent direction, supervision and follow-up on routine assignments.

U = Unsatisfactory – 1 point

Work does not meet minimal job requirements. Performance level is below expectations. Requires significant level of direction and supervision. Improvement is essential, corrective action is required.

As you determine the appropriate performance rating for each factor listed below please place the corresponding numerical rating in the column. Please add comments to support your rating. If one of the performance factors is not appropriate for the employee you are rating, please note "not applicable" in the comments section.

	PERFORMANCE FACTORS	O 5	E 4	M 3	NI 2	U 1	COMMENTS
1	<p>Dependability Demonstrates excellent attendance and punctuality. Routinely works with minimal supervision and willingly accepts responsibility for assigned tasks. Displays a successful balance between independence and accountability.</p>						
2	<p>Quality of work Work is produced on time with minimal errors. Completes all assigned responsibilities. Demonstrates understanding of tasks to be accomplished and the standards by which work is completed.</p>						
3	<p>Time Management/Planning Has the ability to effectively prioritize tasks, estimate time frames and meet deadlines. Plans and uses available resources to coordinate individual or group work assignments. Sets realistic goals and timetables.</p>						
4	<p>Communication skills Speaks and writes clearly and succinctly. Communicates information on time and to the right people. Listens actively and checks for understanding. Tactful when dealing with others.</p>						

5	Working relationships (co-workers/supervisors/subordinates) Professional, positive and courteous at all times. Consistently works well with others (coworkers / supervisors /subordinates.) Respects the work objectives and opinions of others					
6	Problem Solving/Decision Making: Evaluates information and compares alternatives leading to sound decisions. Recognizes potential problems and develops solutions. Ability to recognize and implement changes when necessary. Exercises good judgment.					
THE FOLLOWING 3 FACTORS ARE TO BE RATED FOR UNIT 2 MEMBERS ONLY.						
7	Leadership Inspires trust by demonstrating high ethical standards and personal integrity. Demonstrates ability to direct and coordinate the activity of others. Motivates and influences people to achieve objectives. Effectively delegates work or decision making authority to meet objectives. Demonstrates a commitment to professional growth.					
8	Human Resources Management/Supervision: Demonstrates ability to create a cohesive and productive work unit. Fosters a cooperative climate. Evaluates monitors and gives verbal or written performance feedback to employees.					
9	Budgeting/Finance Management Demonstrates knowledge of Town budgeting process. Familiar with Munis system and maintains up to date knowledge of expense tracking. Controls spending to ensure budget limits are not exceeded. Meets all deadlines associated with the Budget planning process					
TOTALS FOR PERFORMANCE FACTORS 1 – 9						

List and rate the goals and objectives established with the employee in the prior review period. (6 spaces are provided, however, only list the number that were agreed upon with the employee. Also, you may add additional sheets if necessary.)

	GOALS – PRIOR REVIEW PERIOD	O 5	E 4	M 3	NI 2	U 1	COMMENTS
1	Goal #1						
2	Goal #2						
3	Goal #3						
4	Goal #4						
5	Goal #5						
6	Goal #6						
	TOTALS FOR GOALS						

OVERALL PERFORMANCE RATING

To achieve the OVERALL PERFORMANCE RATING evaluators must calculate the average rating for the PERFORMANCE FACTORS and the GOALS separately. Both numbers are then added together and divided by 2 to get the overall rating as follows:

PERFORMANCE FACTORS (Page 2 & 3): Evaluators should add the total of the performance factor ratings and divide by the number of factors rated to come up with the average rating number.

e.g.: Total ratings of all Performance Factors = 31 / 8 Factors = Average Performance Factor rating of 3.87

PRIOR YEAR GOALS (Page 4): Evaluators should add the total of the ratings for the goals and divide by the number of goals rated to come up with the average rating number.

e.g. Total ratings for all GOALS = 23 / 6 Goals = Average Goals Rating of 3.83

1. Performance Factor Rating Total (Pages 2 & 3) = _____

2. Goals and Objectives total Ratings (Page 4) = _____

Total 1 + 2 = _____ / 2 =

TOTAL OVERALL RATING

Outstanding	4.1 – 5.0
Exceeds	3.1 – 4.0
Meets	2.6 – 3.0
Needs Improvement	1.6 – 2.5
Unsatisfactory	1.0 – 1.5

DEVELOPMENTAL OPPORTUNITIES: This section may be used to highlight the employee's areas for improvement and development over the next review period.

GOALS AND OBJECTIVES FOR THE NEXT REVIEW PERIOD: List the Goals and Objectives that have been discussed and will be rated for the next review period.

GOAL #1

GOAL #2

GOAL #3

GOAL #4

GOAL #5

GOAL #6

EVALUATOR COMMENTS

EMPLOYEE COMMENTS

TOWN MANAGER COMMENTS

Employee Signature

Date

Evaluator/Town Manager Signature

Date

Department/Division Head/Town Manager Signature

Date

