



CONTRACT AGREEMENT

BETWEEN THE

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93

LOCAL 1702

AND THE

NORTH ATTLEBORO SCHOOL COMMITTEE

JULY 1, 2025 – JUNE 30, 2028

** NORTH ATTLEBORO SCHOOL COMMITTEE ***

NEGOTIATION SUB-COMMITTEE

SARAH STONE - CHAIRPERSON

CARI ORSI

GILBERT LEFORT

ERNEST SANDLAND

AMERICAN FEDERATION OF STATE, COUNTY,
AND
MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93

LOCAL 1702

GERALD MCAULIFFE - UNION STEWARD

STEVEN JUTRAS

KIMBERLY LIMA - UNION STEWARD

EDWARD BLODGETT

MARK ROBICHAUD

SCHOOL COMMITTEE CHAIRPERSON: TASHA BUZZELL

SUPERINTENDENT OF SCHOOLS: JOHN J. ANTONUCCI, Ed.D

AFSCME REPRESENTATIVE: SCOTT TAVEIRA

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**AGREEMENT BETWEEN
THE NORTH ATTLEBOROUGH SCHOOL COMMITTEE
AND
AFSCME, AFL-CIO, STATE COUNCIL 93 LOCAL 1702**

THIS AGREEMENT entered into by the North Attleboro School Committee, hereafter referred to as the Employer, and Local 1702, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the Union, has as its purpose the promotion of harmonious relations between 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.

RECOGNITION

The North Attleboro School Committee hereby recognizes AFSCME, AFL-CIO, State Council 93, Local 1702 (hereinafter, the Union) as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all custodial employees employed by the North Attleborough School District, including employees with the titles: Carpenter; Custodian; Electrician; Facilities Mechanical Technician; High School Supervisor of Custodial Services; Head Custodian; Groundskeeper; Assistant Groundskeeper/Custodian; Lead Custodian; and Special Education Bus Driver and excluding all other employees of the North Attleborough School District (hereinafter, the Employer). The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining on behalf of this bargaining unit, 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.

**ARTICLE I
DURATION**

This Agreement shall take effect on July 1, 2025, and shall continue in full force and effect through and including June 30, 2028.

**ARTICLE II
DISCRIMINATION AND COERCION**

There shall be no discrimination by foremen, superintendents or other agents of the Employer against any employees because of his activity or membership in the union.

**ARTICLE III
UNION REPRESENTATIVES**

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

Any one union representative, with prior approval from the Superintendent and/or his/her designee, shall be granted reasonable time off during working hours for the purposes of investigation and attempting to settle any grievance.

Any one union representative shall be granted one day off with pay for the purpose of attending the annual state convention and shall be granted two days off with pay for the purpose of attending the

bi-annual national convention of the Union.

Use of School Department facilities at reasonable times for union activities will be allowed with notice and approval of the Superintendent.

Orientation: When the Employer hires new employees who are members of the bargaining unit, one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee. The Union shall notify the employer of the date/time of such a meeting.

ARTICLE IV UNION DUES AND AGENCY FEE

1. During the term of this agreement and in accordance with the terms of the form of authorization of check-off of dues, the employer hereby agrees to deduct union membership dues levied in accordance with the authorizations executed by each employee in the bargaining unit from the pay of each employee covered by this agreement who executes such authorization form. A list of employees who have had said dues deducted shall be given to the Local Union Treasurer annually and any changes in that list shall be brought to the attention of the Local Union Treasurer within 30 days of the effective date of said change. Deductions will be transmitted to the union by electronic transfer.
2. Any such Agency Service Fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Union together with the regular dues transmitted.
3. AFSCME, STATE COUNCIL 93, LOCAL 1702, for itself and as agent for the AFSCME, STATE COUNCIL 93, hereby indemnifies and holds the School Committee harmless against any damages, losses, costs, attorneys fees, or other expense or harm that the School Committee might otherwise suffer as a result of any and all claims, charges, complaints, suits, or other actions of any kind that may be initiated in response to action taken at the Local's request, whether or not any formal administrative or judicial proceeding is actually commenced, against the School Committee relative to said Agency Service Fee. The School Committee shall notify the Local within fourteen (14) calendar days of any such claim, charge, complaint, suit or other action of any kind; any failure to do so shall nullify said AFSCME, STATE COUNCIL 93, LOCAL 1702's indemnification obligation hereunder.
4. Notwithstanding anything in this contract to the contrary, any employee who is employed by the North Attleborough School District and who is not a member of AFSCME, STATE COUNCIL 93, LOCAL 1702 on the date of the execution of the 2025-2028 collective bargaining agreement between the North Attleborough School Committee and the AFSCME, STATE COUNCIL 93, LOCAL 1702 shall be exempt from the requirements of this article.

ARTICLE V GRIEVANCE PROCEDURES AND ARBITRATION PROCEDURES

1. Employees shall not be suspended, demoted, or discharged without just cause.
2. Any individual or class action (defined as two or more employees) grievance or dispute that may arise between the parties, concerning the application, meaning, or interpretation of this Agreement

shall be settled in the following manner:

STEP 1: The Union Steward and/or representative with or without the aggrieved employee shall take up the grievance or dispute in writing with the Director of Facilities and Grounds within five (5) working days of the date of the grievance. The Director of Facilities and Grounds shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Superintendent of Schools or his designee, within five (5) working days after the Director of Facilities and Grounds response is due. The Superintendent, or his/her designee, shall respond to the Steward in writing within ten (10) days.

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

3. If the grievance remains unresolved after being processed through the forgoing internal grievance procedure, the Union may, within thirty (30) days after the decision in Step 3 was rendered or otherwise due, notify the School Committee in writing that it is appealing the grievance to arbitration before a single arbitrator to be designated by the parties. If the parties are unable to agree on a single arbitrator, the Union will file its arbitration request with the Labor Relations Connection for processing. Both the Employer and the Union shall be subject to the Arbitrator's procedures, rules and regulations. 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 of the conclusion of the testimony and argument.

The expense for the arbitrator's services and proceedings shall be borne equally between the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record.

If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievances up to and including restoration to the job with all compensation, and privileges that would have been due the employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. Bulletin Board 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.
2. Should any provision of this Agreement be found to be in violation of any federal or state law or by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition it shall be subject to negotiation between the parties.
3. No Discrimination - The parties to the Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and that such persons shall receive the full

protection of this Agreement.

4. Access to Premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal employee, AFL-CIO, and/or Massachusetts State Council 93, and/or Local 1702 to enter the premises for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not interfere with performance of duties assigned to employees, and provided that such representatives first report to the Principal's office for identification purposes.
5. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for the hours and the rate to which he would be entitled for his shift.

No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit, with the exception of substitutes who are called in for employee absences and special projects that current staff is unable to perform.

6. Every effort will be made to provide all employees with a signed contract within sixty (60) days of ratification by both parties barring any delays related to the School Committee meeting schedule.
7. All employees shall receive their pay through direct deposit. **Any 10 month employee who is benefited through the Town of North Attleborough will have their pay prorated over 26 pay periods (following the academic calendar in pay periods).**
8. The Town may provide employees with electronic pay advisories in lieu of paper pay stubs.
9. Bus Drivers shall be eligible for reimbursement for the cost of obtaining or renewing their CDL license. To be eligible for reimbursement, an employee must present the license to the School Department's Bus Coordinator within two (2) weeks of obtaining or renewing it. Reimbursement shall be made within a reasonable period following the presentation of the license.
10. Medical examinations shall be done outside of the employee's work hours. The employer shall provide employees with the option of obtaining the CDL medical examination through a medical professional selected by the Employer at no cost to the employee. Employees shall provide the Employer 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: (1) 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 (2) or the amount that the Employer would have paid had the employee obtained the CDL medical examination from the medical professionals selected by the Employer.
11. It is agreed that if the employee hired after July 1, 2019 leaves the School's employ within twelve (12) months of the date of such reimbursements detailed in 9 and 10, that the amount of such reimbursement shall be deducted from the employee's final paycheck.
12. Maintenance employees shall be reimbursed for all necessary licenses, application fees and continuing education. The amount will not exceed \$500.00 per employee unless prior approval is given by management to exceed the \$500.00 per employee.

13. Maintenance/Grounds employees shall be provided with a \$10 reimbursement monthly for using a personal phone to perform employment responsibilities. Employees will be paid in full at the end of the fiscal year.

ARTICLE VII MANAGEMENT RIGHTS

1. The School District is established by law with certain powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power or right conferred upon the School District by law.
2. The School District retains all powers and rights that it has by law to manage all of the employees of the School District and shall, subject to the provisions of this Agreement, exercise such rights at its discretion through the Superintendent, or his designee. Such rights shall include, but not be limited to, the right to direct said employees in the performance of their duties, to hire, promote, transfer, and assign employees, to suspend, demote, discharge or take other disciplinary action for just cause against employees, to layoff employees because of lack of work, to prescribe a uniform dress to be worn by such employees, to establish and require employees to observe rules and regulations not inconsistent with the provisions of this Agreement, to maintain the efficiency of the operations of said employees, to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out its mission in emergency situations.

ARTICLE VIII CONTINUITY OF OPERATIONS

1. The Union agrees that during the term of this Agreement neither the Union nor any member employed by the North Attleborough School District will directly or indirectly, or for any reason, cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with any of the operations or functions of the School District.
2. The Union agrees that in the event any employee or employees engage in any of the prohibited conduct described in Section 1, the Union shall forthwith make a good faith effort to bring about immediate compliance with the provisions of this section by any such employee or employees.
3. Any employee who engages or participates in any of the prohibited conduct described in Section 1 shall, at the discretion of the School District, be subject to disciplinary action. Such disciplinary action may be a reprimand, suspension, demotion or discharge, depending upon the seriousness of the prohibited conduct.
4. The provisions of the preceding sections of CONTINUITY OF OPERATIONS are supplementary and in addition to any and all other legal remedies which the School District may have by law to enjoin the continuance of said prohibited conduct.

ARTICLE IX HEALTH AND WELFARE

Payroll deduction for Health Insurance premiums (Blue Cross, etc.) shall be made on a weekly basis.

It is agreed that should any changes occur in the Statutes affecting health and welfare plans, this Agreement will be immediately reopened for negotiations on this subject.

All members of the bargaining unit shall receive all health insurance benefits that are provided to any other employees of the North Attleborough School District or Town of North Attleborough, in accordance with M.G.L. c. 32B. 7A.

**ARTICLE X
UNIFORMS AND PROTECTIVE CLOTHING**

Employee staff IDs must be displayed at all times.

Effective July 1, 2023, each employee who is required to wear a uniform shall receive a uniform allowance of \$200.00 per contract year to be paid in July. The allowance shall be used to purchase pants and/or work appropriate footwear. In any year that a Maintenance employee chooses to purchase safety work boots or pants, said employee will receive a total amount of \$400.00

Effective July 1, 2023, each employee who is required to wear a uniform shall receive five new uniform shirts each year. The employee may elect in any year to receive one three-season uniform jacket in lieu of two uniform shirts (**limit one per contract**). Employees shall wear said uniform clothing at all times during work. Custodians shall not wear the uniform for activities outside of work. The parties shall cooperate to attempt to ensure the issuance of new uniforms at least two weeks prior to the opening of school. Each building will be supplied with a few sets of universal rain gear for use by Custodial staff during their snow removal duties as a result of foul weather circumstances. A new hire may elect to receive a three-season jacket after the probationary period when the next order is placed.

The District will provide all drivers with a three (3) season coat.

**ARTICLE XI
SENIORITY**

- A. The length of service of the employee in the North Attleborough School System within the AFSCME Local 1702 Bargaining Unit shall determine the seniority of the employee.
- B. The principle of seniority shall be considered in all cases of promotion within the bargaining *unit*, transfer, decrease, or increase of the working force as well as preference in assignment to shift work and choice of vacation period.
- C. Part-time employees shall accumulate seniority on the basis of hours worked.

**ARTICLE XII
JOB POSTING AND BIDDING PROCEDURES**

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, area of work, hours of work and qualifications. During the summer months (when school is not in session), posting for vacancies shall be sent to the schools. However, in the event that secretaries or principals are not present and therefore, not able to post, it shall be the responsibility of the shop steward to inform his/her members of the vacancy. By agreement of both parties an expedited posting of a position may occur to fill that position. Employees Interested shall apply in writing within the seven-day (7) period. Within ten (10) days of expiration of the posting period, the Employer shall award the position to the senior qualified applicant. A qualified applicant shall be defined as one possessing the necessary skills and abilities to perform the essential functions of the job as defined by the position description.

When a vacancy occurs, the language from the previous paragraph shall be followed, except in the case of budget constraints, then the Superintendent or designee will notify the union in regards to not filling the position within the said time frame.

The Employer may fill the position from outside the bargaining unit, if at the end of the posting period, there are no qualified applicants.

Copies of all postings and awarded positions shall be furnished to the Union Steward. All applicants to be *notified* promptly by U.S. Mail by the Employer of an award.

ARTICLE XIII TEMPORARY ASSIGNMENTS AND PAY GRADE

When a head Custodian is unable to work for an extended period due to illness or injury, the temporary replacement accepting this assignment shall be by seniority within the building. In the event that a Head Custodian assigned to any of the schools possessing a Lead Person is absent for any period of time, the Lead Person shall not be eligible for temporary assignment as Head Custodian. Extended period shall be defined as more than one (1) workday.

Any employee temporarily performing the duties of another employee in a higher pay grade shall receive the higher rate of pay when assigned by the Director of Facilities and Grounds.

ARTICLE XIV LAYOFF/REINSTATEMENT PROCEDURES

In the event that a reduction in force is necessary affecting the bargaining unit employees as determined at the sole discretion of the School Department Administration the following standards shall be applied:

1. All affected employees shall be notified in writing with a minimum thirty-day (30) notice.
2. The Employer retains the right to determine the level of services to be provided by unit personnel, including the right to determine whether those services can be adequately performed by personnel classified as part-time as opposed to personnel classified as full time. In the event of a reduction in force, the Employer shall determine the job classification(s) and title(s) to be effected. Employees shall be laid off within their job classification(s) and title(s) following the seniority standard that the most recently hired employees within the job classification and title will be laid off first.
3. Recall procedures shall be by the seniority standard of last out first in with full time employees recalled before part-time employees.
4. Recalled employees shall have their seniority date adjusted minus the amount of time on lay-off.
5. In the event that lay-off time exceeds time employed prior to lay-off the recall shall be as a new employee.
6. A recalled employee shall receive their original seniority status after they have been employed by the School Department for the period of their lay-off plus one day.
7. The employer shall not be obligated to offer full or part-time laid-off employees recall rights if they have been laid-off for eighteen (18) months or more.

**ARTICLE XV
HOURS OF WORK**

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The workweek shall consist of five (5) consecutive eight-hour (8) days for forty (40) hour employees and five (5) consecutive six-hour (6) days for thirty (30) hour employees. The work year for full-time or part-time (30-hour) employees shall be ten and twelve months as assigned.

Each employee shall be scheduled to work a shift with regular starting and quitting times.

The parties hereby agree that in the event the Employer determines to alter the length of the school day or the length of the school year in order to facilitate state Time and Learning issues, either party may require the re-opening of this article.

**ARTICLE XVI
MEAL PERIODS AND REST PERIODS**

All employees on the first shift shall be granted a meal period of one hour's duration during the first shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

All employees of the second shift shall be granted a meal period of one-half (1/2) hour's duration.

All employees' work schedules shall provide for a fifteen-minute (15) rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

**ARTICLE XVII
HOLIDAYS**

New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday*, Patriots Day, Memorial Day, Juneteenth**, July 4th***, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Day Before Christmas, Christmas Day, Day Before New Year's and any other day that may be declared a holiday by the School Committee of the Town of North Attleborough. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered the holiday. Holiday pay shall be eight (8) hours pay at straight time rate for forty (40) hour employees and six (6) hours at the straight time rate for thirty (30) hour employees.

Any employee required to work on a holiday shall be paid at the rate of twice his regular rate of pay for all hours worked and shall be guaranteed a minimum of four hours' pay at said double time rate.

*The Good Friday holiday shall be granted to all bargaining unit members at the discretion of the Building Principal or designee. In the event the holiday cannot be granted on the date the holiday occurs, the employee may elect one of the following options: 1) Payment at his/her regular rate of pay in lieu of the holiday off; 2) Paid day off to be requested and granted within sixty (60) days of the date of the Good Friday holiday. Requests for option 1 or 2 above shall be made in writing upon notification by the Building Principal to the member that he/she will need to work on the Good Friday holiday.

**Only full year employees will be paid for June 15th unless school is still in session in which school year employees will be paid.

***Only full year employees will be paid for July 4th.

ARTICLE XVIII VACATIONS

The employee requesting vacation shall first make such request in writing to the Superintendent, or their designee, for approval. This request should be made at least three business days before taking such leave, except in cases of emergencies. Requests for time shall be taken in half or full days only. Such approval shall not be unreasonably denied. If two or more requests are made for the same period of vacation, preference shall be given to the senior employee.

The vacation year shall be the period July 1 to June 30 inclusive. The anniversary date of employment shall be used to determine length of service for the five (5) and ten (10) year increases in vacation time. (eg. An individual who was hired on September 1, 1979 shall be credited with an additional week of vacation time on September 1, 1984.) Each member shall be credited as of June 30 with vacation leave with pay as follows:

- A. Upon completion of six (6) months to one (1) year = one (1) week
- B. Upon completion of one (1) year to five (5) years = two (2) weeks
- C. Upon completion of five (5) years to ten (10) years = three (3) weeks
- D. Upon completion often (10) years = four (4) weeks

An employee, whose services are terminated for any reason, shall be entitled to receive vacation pay prorated upon his period of service in a given year.

One week's vacation pay will be paid on the regular pay date prior to commencement of vacation.

Employees shall be informed annually in writing as to the status of their sick leave and vacation time.

Employees requesting leave shall supply their request in duplicate to the appropriate office. One copy to be returned to said employee upon approval or disapproval.

Twelve (12) month employees may carryover a maximum of ten (10) days of vacation time into the next year. Ten (10) month employees may carry over a maximum of five (5) days of vacation time into the next year. This time must be utilized within the next fiscal year or will be forfeited.

Ten (10) month employees have the option of using their vacation balance to compensate them during the school vacation weeks or being paid out for their remaining vacation balance at the end of the school year. However, employees must utilize vacation time for any "scheduled work day" that they take off during the school year. Days that are taken during the school year (other than those days used during school vacation weeks) will be limited to five (5) days.

Employees assigned to 30 hours shall receive all benefits on a prorated basis.

**ARTICLE XIX
FUNERAL LEAVE**

In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of four (4) working days, and such leave shall not be charged to sick leave or vacation leave. The immediate family member shall mean spouse, domestic partner, child, parent, grandparent, brother, sister, brother in-law, sister in-law, parent-in-law and step-child, step-parent and step-sibling. One day will be granted to attend services for aunt, uncle, niece and nephew.

**ARTICLE XX
PERSONAL LEAVE**

Employees shall be granted time off for which he will be paid at his normal rate to conduct personal business. Such personal leave shall not exceed three (3) days per year.

Personal leave shall not be accumulated. Application to the Superintendent. or their designee, for personal leave will be made at least forty-eight (48) hours before taking such leave, except in cases of emergencies. Requests for personal leave shall be taken in increments of half days or full days only. Personal leave days shall not be used to extend a holiday, vacation, or weekend. Ten month employees will be allowed to use personal days during school vacation weeks for compensation.

**ARTICLE XXI
MATERNITY LEAVE**

A maternity leave of absence without pay of up to one year will be granted to a pregnant member of the bargaining unit, provided the employee has completed more than ninety (90) days service in the North Attleborough School District. An employee who is pregnant may remain in active service until the termination of her pregnancy. provided that, with or without reasonable accommodation, she can perform the essential functions of her position. An employee who is on maternity leave shall not be entitled to accrue paid sick leave during the period of such leave, except as provided by law. An employee shall not advance a step on the salary schedule if her absence under maternity leave exceeds one half of the workdays in the twelve-month period following commencement of her leave.

**ARTICLE XXII
SICK LEAVE AND SICK LEAVE BANK**

1. SICK LEAVE

Each employee shall be credited sick leave with pay at the rate of one and one-half (1 1/2) days for each month of service. Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave shall be accumulated to one hundred forty-five (145) days limit. The Superintendent of Schools, or his designee, may request verification from a physician for any sick leave that extends beyond five (5) consecutive workdays. A doctor's note may also be required after five (5) separate incidences/episodes of illness within a fiscal year.

Employees absent because of an industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

In the case of absence due to an industrial accident, the employer agrees that the employee may make up the difference between his regular wages and the amount received from worker's compensation by application of sick leave, provided that the employee has sick leave available to him. All such differentials shall be paid at the rate of one dollar for one dollar. Requests for such differential shall be submitted in writing to the Central Office Payroll Department.

Five (5) days of sick leave may be used for sickness in the immediate family.

Employees who accumulated sick time reflects the maximum allowed on the date of their retirement, may choose to donate ½ of a day of said balance to the sick bank.

2. SICK LEAVE BANK

A Sick Leave Bank has been established by members of the bargaining unit each voluntarily contributing two (2) days of their accumulated sick leave for use by a participating member whose sick leave is exhausted through prolonged illness. (A prolonged illness shall be one, which has caused an absence of more than fifteen (15) consecutive days.) Vacation, personal, and compensatory leave must be used by the participating member before she/he is eligible to draw upon the Sick Leave Bank. New members of the bargaining unit must contribute two (2) days of accumulated sick leave in order to be eligible to draw on the Sick Leave Bank. The Sick Leave Bank may not accumulate beyond the maximum allowed number of days of one hundred and forty five (145).

Leave bank will be administered by a Sick Leave Bank Committee comprised of no fewer than five members. The Superintendent of Schools, his/her designee; and three members of the Bargaining Unit. Other members may be invited to meet, at the committee's discretion.

- a. To be eligible for Sick Leave Bank days the applicant must be a member of the bargaining unit for at least one year and must have contributed at least one (1) sick day prior to application.
- b. Application for benefits shall be in writing in the form of a letter to the Superintendent of Schools accompanied by a doctor's certificate as to the illness and the anticipated extent of recovery time from the illness.
- c. The initial grant of days for the Sick Leave Bank will cover up to 20 working days for **10-month employees and up to twenty-five (25) days for twelve-month employees** of any one prolonged illness; and the grant will end on the last workday of the contract year in which the prolonged illness began. Consideration will be given for additional days beyond the twenty (20) **or twenty-five (25)** in the event that the prolonged illness continues. In no instance shall more than one additional grant coupled with the initial grant exceed forty (40) **or fifty (50) days** for the individual. If in any instance the Sick Leave Bank falls below **twenty-five (25) days**, it shall be replenished by the contribution by each participating member of the bargaining unit of one (1) additional sick day, provided that no member of the bargaining unit may be assessed more than three (3) such days per contract year. If after such assessments are completed the Sick Leave Bank falls below fifty (50) days, it shall not be replenished again until the following contract year.

- e. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- f. No days may be withdrawn from the Sick Leave Bank for use of anything other than a prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.
- g. Employees assigned to 30 hours shall receive all benefits on a prorated basis.
- h. **Employees on probation will not have access to the sick bank.**

**ARTICLE XXIII
OVERTIME/COMPENSATORY TIME**

1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one 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 two (2) hours pay at time and one-half.

Overtime in any building shall be equally and impartially distributed among bargaining unit members who ordinarily perform that type of work and are regularly assigned to that building. When it is necessary to call in other members of the bargaining unit from other buildings, there shall be a voluntary overtime list used and after the list is exhausted substitutes may be called in to work.

Overtime in any building shall be voluntary, except that the Superintendent, or his designated administrator, upon his/her determination of a weather or building emergency, may require the performance of overtime for the duration of said emergency.

The School District will require any non-school-related function which is held on school property and for which admission is charged to pay for personnel from within the bargaining unit in order to assure a safe, clean, healthy environment, provided that said personnel shall continue to be in the employ of the School District at all times. Employees hired to work at any non-school related function will be responsible for performing tasks as assigned by the head custodian and/or the Director of Facilities. **Any custodian called/assigned to work any event, must stay at the facility for the entire duration of the event.**

2. An employee may choose overtime pay or compensatory time off for overtime worked directly for the School Department at the rate of one and one-half hours for every hour worked. Employees whose work schedule is less than forty (40) hours may choose compensatory time in lieu of straight time pay for those hours worked in excess of their assigned schedule up to forty (40) hours.

Compensatory time may accumulate to a maximum of 240 hours and must be clearly stated in writing on the time card to the Director of Facilities & Grounds and the Principal or the Head Custodian when compensation time is to be requested in lieu of overtime pay.

Request for use of accumulated compensatory time off shall be made in writing in the same manner

described in paragraph one of Article XVIII Vacations shall be granted or denied subject to staffing requirements.

3. Any employee certified to work with asbestos shall receive one and one-half (150%) times his/her regular hourly rate of pay when so engaged with this material.
4. Drivers who are required to work on a Saturday or Sunday will receive pay at the rate of time and one-half.
5. Route assignments for Drivers above the scheduled thirty (30) hours will be made according to the principal of seniority functioning on a rotating schedule. The most senior Driver will be offered any assignments resulting in hours above the scheduled (30) hours before proceeding to the next senior employee on the list. A refusal to take the assignment or an employee absence will be considered a turn in the rotation. The Route Coordinator and/or the Director of Student Services may disregard the seniority list in those circumstances that require students with special consideration or as dictated by the location.
6. Overtime and building checks shall be paid no later than the second pay period following the period in which the overtime or building checks were submitted by an employee.

**ARTICLE XXIV
JURY PAY**

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

**ARTICLE XXV
EARLY RETIREMENT**

Employees who wish to retire from the North Attleborough School District at an early age, and who have served for ten (10) consecutive school years or more in the North Attleborough School District, except that leave permitted under this contract or under any state or federal law shall not be viewed as contributing to nor interrupting such continuous service, and who provides written notice to the School District of said retirement on or before December 31 of any year, with said retirement to take effect on or before the last of that school year, shall be eligible for the following payments:

Age:	
45-53	\$4000.00
54-56	\$3000.00
57-59	\$2000.00

**ARTICLE XXVI
CLASSIFICATION PLAN AND PAY RATES**

In this Agreement and made part of it as Appendix "A" shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position.

All new hires must be placed at Step 1 (New Hire) on Appendix A with the exception of employees hired into the following positions: Carpenter, Facilities Mechanical Technician, Electrician, Groundskeeper and Driver.

For the positions listed above, management may place newly hired individuals on a step commensurate with their prior qualifications and experience. Any employee who is promoted will be placed at the appropriate step in the new position, which represents an increase in pay.

The employee who is appointed to the position of Lead Maintenance Technician or Supervisor of Custodial Services - Districtwide will receive a \$2.50 per hour increase in addition to their hourly rate.

If an applicant for an open Driver position has a class 7D license. our system may provide the necessary training for the class C with the passenger and S endorsement. Any new hire that is not fully licensed will be placed at a "training" rate that is 4% lower than the first step. The applicant would remain on this step until they have received the proper licenses. This must be accomplished within the first year of employment. Upon receipt and verification of the proper licenses, the employee would advance on the pay scale as follows:

<u>Training Rate: Upon Hire</u>	
Step 1	After full licensure
Step 2	1 year after full licensure
Step 3	2 years after full licensure

The employee who is assigned as the Training Coordinator for the Bus Drivers will be allowed an annual stipend of \$3,250.

The employee who is assigned the duties of Route Coordinator will be compensated for an additional ten (10) hours per week over the thirty (30) hour schedule. **The base rate for the said position will be increased .50 per hour only for the ten (10) hours per week over the thirty (30) hour schedule.**

The employee who is assigned the duties of Maintenance Coordinator will be compensated for an additional (10) hours per week over the thirty (30) hour schedule. **The base rate for the said position will be increased .50 per hour only for the ten (10) hours per week over the thirty (30) hour schedule.**

ARTICLE XXVII PROBATIONARY PERIOD

The first ninety (90) days of employment of all 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.

ARTICLE XXVIII SHIFT DIFFERENTIAL

Bargaining unit members whose assigned work shift begins at 2:00 P.M. or after shall be paid a shift differential **.60 cents** per hour for the period of their shift. Employees who are regularly scheduled to work on weekends at the High School shall also receive the shift differential.

ARTICLE XXIX MILEAGE

Bargaining unit members who utilize their personal vehicle, on a voluntary basis, in the course of conducting school business may, upon verification of proper paperwork, receive mileage reimbursement.

**ARTICLE XXX
LONGEVITY**

Effective 7-1-23

After 7 years	45 cents
After 10 years	50 cents
After 15 years	65 cents
After 20 years	70 cents

Effective 7-1-24

After 7 years	50 cents
After 10 years	55 cents
After 15 years	70 cents
After 20 years	75 cents

**ARTICLE XXXI
RETURN TO WORK AND TRANSITIONAL DUTY**

Transitional Duty enables injured workers to return to work as soon as they are medically able. Depending on the employee's medical restrictions, he or she may return to work in a transitional duty capacity at the discretion of the Department Head and/or Human Resources. The Transitional duty is temporary until the employee can return to full duty. Based upon the individual employee's job duties the transitional duty will vary. Participation in the Transitional duty is mandatory and any refusal to accept the light duty assignment may affect the employee's worker's compensation benefits.

A written statement from the employee's physician documenting the ability and limitations of the employee to participate in any light duty assignment will be required prior to determination of Light Duty assignment. Light Duty assignments shall be based on the abilities and limitations initially determined by the written statement of the employee's physician.

Light duty assignments under this policy are temporary job assignments for employees with work-related injuries and may be different or a modification of the employee's regular duty job description, including reporting managers, tasks and work locations.

Temporary light duty status will be initially granted for a maximum period of twenty-eight (28) calendar days as approved by the Department Head. After the initial period, and after any subsequent extension periods of temporary light duty, the employee's situation will be reviewed by Human Resources and the Department Head, primarily in light of the following two factors:

1. Continuation of a favorable prognosis for full duty based upon the physician's periodic examination and statement thereof, and
2. The continuation of availability of any light duty assignment.

The availability of light duty temporary assignments depends on the employee's restrictions and the needs of the department. The existence of this light duty policy does not in any way guarantee that light duty will be available at any given time or for any particular employee who may request it. The Department Head shall prepare a specific light duty assignment that states:

- Required Job Duties (General Description)
- Work schedule and location

- Total number of hours per week
- Maximum duration that employee will be assigned to light duty

Employee's workers' compensation benefits shall be reduced by the amount paid while the employee is performing the light duty assignment(s). Employees will be paid their regular rate of pay for the number of light duty hours worked. Employees on temporary duty assignment are ineligible for overtime. In the event that any medical evaluation indicates no possibility of future assignment to full duty or there is no longer a temporary duty available the employee may be required to return to worker's compensation status at the discretion of the Department Head and/or Human Resources.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this 4th day of November, 2025

NORTH ATTLEBOROUGH SCHOOL COMMITTEE

By 

Tasha Buzzell
School Committee Chairperson

AFSCME AFL-CIO STATE COUNCIL 93, LOCAL 1702

By 

By Scott E. Taveira

**North Attleborough Public Schools
Custodian Salary Schedule
APPENDIX A**

**July 1, 2025 - June 30, 2026
(2% increase)**

	Training Rate Driver NO CDL	<u>1</u> New Hire	<u>2</u> After 1 Year of Service	<u>3</u> After 2 Years of Service
Supervisor of Custodial Services - Districtwide		2.50	2.50	2.50
Head Custodian - High School		25.25	26.89	29.33
Head Custodian - Middle School		25.25	26.89	29.33
Head Custodian: Amvet, Community, and Martin Schools		23.12	24.34	26.03
Head Custodian: Allen Avenue, Early Learning Center, Falls, Roosevelt, and Woodcock Schools		22.39	23.52	25.13
Lead Custodian: High School and Middle School		23.22	24.37	26.03
Lead Custodian: Community School and Martin School		21.84	22.83	24.09
Custodian		21.12	21.85	22.76
Assistant Groundskeeper/Custodian		21.12	21.85	22.76
Driver	21.85	22.76	23.83	24.83
Maintenance:				
Lead Maintenance Technician		2.50	2.50	2.50
Facilities Mechanical Technician		31.94	34.03	36.56
Electrician		31.94	34.03	36.56
Groundskeeper		25.25	26.89	29.33
Carpenter		31.94	34.03	36.56

**North Attleborough Public Schools
Custodian Salary Schedule
APPENDIX A - Continued**

**July 1, 2026 - June 30, 2027
(2% increase)**

Training Rate Driver NO CDL	<u>1</u> New Hire	<u>2</u> After 1 Year of Service	<u>3</u> After 2 Years of Service	<u>4</u> After 3 Years of Service	<u>5</u> After 4 Years of Service	<u>6</u> After 5 Years of Service
Supervisor of Custodial Services - Districtwide	2.50	2.50	2.50	2.50	2.50	2.50
Head Custodian - High School	25.75	27.42	29.91	30.51	31.12	31.74
Head Custodian - Middle School	25.75	27.42	29.91	30.51	31.12	31.74
Head Custodian: Amvet, Community, and Martin Schools	23.59	24.82	26.55	27.08	27.62	28.18
Head Custodian: Allen Avenue, Early Learning Center, Falls, Roosevelt, and Woodcock Schools	22.84	23.99	25.64	26.15	26.67	27.20
Lead Custodian: High School and Middle School	23.68	24.86	26.55	27.08	27.62	28.18
Lead Custodian: Community School and Martin School	22.27	23.28	24.57	25.07	25.57	26.08
Custodian	21.55	22.29	23.21	23.68	24.15	24.63
Assistant Groundskeeper/Custodian	21.55	22.29	23.21	23.68	24.15	24.63
Driver	22.29	23.21	24.30	25.32	26.35	26.87
Maintenance:						
Lead Maintenance Technician	2.50	2.50	2.50	2.50	2.50	2.50
Facilities Mechanical Technician	32.57	34.71	37.29	38.03	38.79	39.57
Electrician	32.57	34.71	37.29	38.03	38.79	39.57
Groundskeeper	25.75	27.42	29.91	30.51	31.12	31.74
Carpenter	32.57	34.71	37.29	38.03	38.79	39.57

**North Attleborough Public Schools
Custodian Salary Schedule
APPENDIX A - Continued**

**July 1, 2027 - June 30, 2028
(2% increase)**

Training Rate Driver NO CDL	<u>1</u> New Hire	<u>2</u> After 1 Year of Service	<u>3</u> After 2 Years of Service	<u>4</u> After 3 Years of Service	<u>5</u> After 4 Years of Service	<u>6</u> After 5 Years of Service
Supervisor of Custodial Services - Districtwide	2.50	2.50	2.50	2.50	2.50	2.50
Head Custodian - High School	26.26	27.97	30.51	31.12	31.74	32.38
Head Custodian - Middle School	26.26	27.97	30.51	31.12	31.74	32.38
Head Custodian: Amvet, Community, and Martin Schools	24.06	25.32	27.08	27.62	28.18	28.74
Head Custodian: Allen Avenue, Early Learning Center, Falls, Roosevelt, and Woodcock Schools	23.29	24.47	26.15	26.67	27.20	27.75
Lead Custodian: High School and Middle School	24.15	25.35	27.08	27.62	28.18	28.74
Lead Custodian: Community School and Martin School	22.72	23.75	25.07	25.57	26.08	26.60
Custodian	21.98	22.73	23.68	24.15	24.63	25.12
Assistant Groundskeeper/Custodian	21.98	22.73	23.68	24.15	24.63	25.12
Driver	22.73	23.68	24.79	25.83	26.35	26.87
Maintenance:						
Lead Maintenance Technician	2.50	2.50	2.50	2.50	2.50	2.50
Facilities Mechanical Technician	33.23	35.40	38.03	38.79	39.57	40.36
Electrician	33.23	35.40	38.03	38.79	39.57	40.36
Groundskeeper	26.26	27.97	30.51	31.12	31.74	32.38
Carpenter	33.23	35.40	38.03	38.79	39.57	40.36