

COLLECTIVE BARGAINING AGREEMENT

Between

THE TOWN OF NORTH ATTLEBOROUGH

And

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,

AFL-CIO,

STATE COUNCIL 93, LOCAL 1702

July 1, 2022 – June 30, 2025

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AGREEMENT

ARTICLE I

RECOGNITION

The Town of North Attleborough, hereinafter referred to as the Town, recognizes American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1702, hereinafter referred to as the Union, as the exclusive representative of all full-time employees in clerical positions under the Town's Personnel By-laws for the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment subject to negotiations under General Laws of the Commonwealth of Massachusetts, Chapter 150E. Effective February 18, 2016, the following positions are excluded as confidential employees: Administrative Secretary (Office of the Town Manager), Principal Office Assistant (Office of the Town Manager).

ARTICLE II

MANAGEMENT RIGHTS

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 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 layoff, terminate or otherwise relieve employees from duty for lack of work or just cause when it shall be in the best interest of the Town or Department.
- 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.

ARTICLE III

PAYROLL DEDUCTIONS

During the life of this Agreement and in accordance with the terms of the form of authorization of dues hereinafter set forth and the provisions of M.G.L. c. 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 such form and to remit the aggregate amount 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. Deductions will be transmitted to the Union by electronic transfer (ACH).

Authorization for Payroll Deduction

By _____
Name of Employee

To _____
Name of Employee

Effective _____, I hereby request and authorize the Town Treasurer to deduct from my earnings (Payroll Period), the amount of \$ _____.

This amount shall be paid to the Treasurer of Local Union No. _____ and represents payment of my union dues.

These deductions may be terminated by me giving the Town Treasurer and the Union a sixty (60) day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

ARTICLE IV
COMPENSATION

Section 1

	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1									
FY22	\$ 19.54	\$ 20.52	\$ 21.55	\$ 22.62	\$ 23.76	\$ 24.95	\$ 26.19	\$ 27.50	
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
	\$ 19.93	\$ 20.93	\$ 21.98	\$ 23.07	\$ 24.24	\$ 25.45	\$ 26.71	\$ 28.05	
FY23	\$ 19.93	\$ 20.93	\$ 21.98	\$ 23.07	\$ 24.24	\$ 25.45	\$ 26.71	\$ 28.05	\$ 29.45
	\$ 20.33	\$ 21.35	\$ 22.42	\$ 23.53	\$ 24.72	\$ 25.96	\$ 27.24	\$ 28.61	\$ 30.04
FY24	\$ 20.33	\$ 21.35	\$ 22.42	\$ 23.53	\$ 24.72	\$ 25.96	\$ 27.24	\$ 28.61	\$ 30.04
	\$ 20.74	\$ 21.78	\$ 22.87	\$ 24.00	\$ 25.21	\$ 26.48	\$ 27.78	\$ 29.18	\$ 30.64
FY25	\$ 20.74	\$ 21.78	\$ 22.87	\$ 24.00	\$ 25.21	\$ 26.48	\$ 27.78	\$ 29.18	\$ 30.64
GRADE 2									
FY22	20.35	21.37	22.43	\$ 23.55	\$ 24.74	\$ 25.97	\$ 27.26	\$ 28.63	
	\$ 20.76	\$ 21.80	\$ 22.88	\$ 24.02	\$ 25.23	\$ 26.49	\$ 27.81	\$ 29.20	
FY23	\$ 20.76	\$ 21.80	\$ 22.88	\$ 24.02	\$ 25.23	\$ 26.49	\$ 27.81	\$ 29.20	\$ 30.66
	\$ 21.18	\$ 22.24	\$ 23.34	\$ 24.50	\$ 25.73	\$ 27.02	\$ 28.37	\$ 29.78	\$ 31.27
FY24	\$ 21.18	\$ 22.24	\$ 23.34	\$ 24.50	\$ 25.73	\$ 27.02	\$ 28.37	\$ 29.78	\$ 31.27
	\$ 21.60	\$ 22.68	\$ 23.81	\$ 24.99	\$ 26.24	\$ 27.56	\$ 28.94	\$ 30.38	\$ 31.90
FY25	\$ 21.60	\$ 22.68	\$ 23.81	\$ 24.99	\$ 26.24	\$ 27.56	\$ 28.94	\$ 30.38	\$ 31.90
GRADE 3									
FY22	\$ 21.42	\$ 22.49	\$ 23.61	\$ 24.80	\$ 26.04	\$ 27.34	\$ 28.70	\$ 30.14	
	\$ 21.85	\$ 22.94	\$ 24.08	\$ 25.30	\$ 26.56	\$ 27.89	\$ 29.27	\$ 30.74	
FY23	\$ 21.85	\$ 22.94	\$ 24.08	\$ 25.30	\$ 26.56	\$ 27.89	\$ 29.27	\$ 30.74	\$ 32.28
	\$ 22.29	\$ 23.40	\$ 24.56	\$ 25.81	\$ 27.09	\$ 28.45	\$ 29.86	\$ 31.35	\$ 32.92
FY24	\$ 22.29	\$ 23.40	\$ 24.56	\$ 25.81	\$ 27.09	\$ 28.45	\$ 29.86	\$ 31.35	\$ 32.92
	\$ 22.74	\$ 23.87	\$ 25.05	\$ 26.33	\$ 27.63	\$ 29.02	\$ 30.46	\$ 31.98	\$ 33.58
FY25	\$ 22.74	\$ 23.87	\$ 25.05	\$ 26.33	\$ 27.63	\$ 29.02	\$ 30.46	\$ 31.98	\$ 33.58

Notwithstanding any contrary provision of the parties' collective bargaining agreement, because of the dropping of the FY 2022 step 1 and the renumbering of steps for FY 2023, an employee shall be placed on the same number step in FY 2023 as the employee was on in FY 2022. For example, an employee who was on Step 5 in FY 2022 will be placed on the new wage table at Step 5 for FY 2023.

Section 2

Step advancement shall only occur on July 1st. Subject to the paragraph below, employees will be eligible for a step advancement on July 1st provided the employee has been employed in a position in the bargaining unit on or prior to the December 31st immediately prior to July 1st.

The town reserves the right, in appropriate situations, to place a newly-hired or newly-promoted employee at a step higher than the Entrance step.

Section 3. Direct Deposit, Electronic Pay Advisories, and Bi-Weekly Pay

- A. Direct Deposit: All employees shall receive their pay through direct deposit.
- B. Electronic Pay Advisories: Effective with the first pay period 90 days after notification to employees, 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 2017 and shall not be implemented until all other employees in the Town, excluding employees in the Police Department, Fire Department and School Department, are being paid on a bi-weekly basis. The first time bi-weekly pay is implemented shall be in a month where there are five (5) Fridays.

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

ARTICLE V

HOURS OF WORK AND OVERTIME

- (a) The workweek for employees covered by this Agreement shall consist of thirty-four (34) hours between 12:01 a.m. Sunday and 12:00 midnight Saturday.
- (b) The payroll week for employees covered by this Agreement shall extend from 12:01 a.m. on Sunday until 12:00 midnight on Saturday.
- (c) The daily hours of work for employees who work at Town Hall shall be from 8:00 a.m. to 4:00 p.m. (with a one hour unpaid lunch period) on Mondays, Tuesdays and Wednesdays; from 8:00 a.m. to 6:00 p.m. (with a one hour unpaid lunch) on Thursday; and from 8:00 a.m. to 12:00 Noon on Friday.

The daily hours of work for employees who work at other locations shall be scheduled by the employee's Department Head or Board.

(d) Any time worked in excess of thirty-four (34) hours in one week shall be compensated at a rate of time and one-half. Any hours worked beyond thirty-four (34) hours in one week must be preapproved by the department head unless it is caused by an unforeseen emergency.

ARTICLE VA

LEAVE USAGE

Notwithstanding the provisions of Article VI, Section 1 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 VI

VACATIONS

Section 1

Subject to Section 2, below, employees in continuous service shall be granted annually, as of July 1, days of paid vacation in accordance with the following schedule and, subject to Article VA, allowed to take days of accrued vacation in units of half days (four (4) hours), whole days or multiple whole days:

Years Completed Prior to July 1

Days of Vacation

1 year to 4 years	10
5 years to 9 years	15
10 years to 14 years	20
15 years to 19 years	23
20 years to 24 years	26
25 years and over	30

A. Employees who commenced employment on or after January 1, 2017 in a position covered by this Agreement shall be granted annually, as of July 1, weeks of paid vacation in accordance with the following schedule:

Years Completed Prior to July 1

Days of Vacation

1 year to 4 years	10
5 years to 9 years	15
10 years to 19 years	20
20 years and over	25

Section 2

Notwithstanding the provisions of Section 1, an employee shall accrue ten (10) days of vacation leave on his/her first (1st) anniversary of employment. That vacation leave must be used prior to the

succeeding July 1. Thereafter, he/she will accrue vacation on July 1 of each year in accordance with Section 1, above. An employee who has completed six (6) months of employment will be permitted to use up to five (5) days of the vacation that he/she will accrue on his/her first (1st) anniversary of employment.

Section 3

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 a minimum of two (2) weeks in advance. Granting of any request shall be at the discretion of the appropriate Department Head 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 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.

Section 4

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 of his/her vacation leave by June 30 of the year in which it was earned shall forfeit such unused vacation leave and shall not be eligible for payment for the leave that is forfeited. However, in the event that extenuating work-related circumstances prevent an employee from taking all of his/her vacation leave prior to June 30, the employee may request his 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.

ARTICLE VII

HOLIDAYS

All full-time employees covered by this contract shall receive a paid holiday on the following days:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If one of the above days falls during an employee's vacation or on any day which is normally an employee's day off, such employee will be given a paid day off in lieu thereof, said day to be taken within thirty (30) days of the date of said holiday.

Whenever one of the above holidays falls on a Saturday or a Sunday, either the preceding Friday or the following Monday, at the discretion of the Town Manager, will be celebrated as the holiday for employees covered by this agreement.

When December 25 (Christmas Day) falls on a Tuesday through Friday, bargaining unit employees will be released from work at Noon on the previous day. When December 25 (Christmas Day) falls on a Saturday, Sunday or Monday, bargaining unit employees will be allowed the preceding Friday off with compensation.

ARTICLE VIII

SICK LEAVE

Section 1

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. Subject to the following sentences, an employee will be permitted to use no more than thirty (30) days 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). If an employee nevertheless desires to take more than thirty (30) days of accumulated sick leave for such purpose, the employee may petition the committee that governs the contract's sick leave bank (Section 5 (5)) for leave to use his/her additional accumulated sick leave days. The decision of the committee shall be final and not subject to appeal through the contract's grievance and arbitration procedure or through any other judicial or administrative procedure. In no event may the committee grant the employee sick leave bank days for such purpose.

Section 2

Once an employee has completed six (6) months of service to the Town, the employee will thereafter be provided with one (1) day of sick leave on the last day of each month, except that after the employee has completed two (2) years of service the employee will be provided with one and one-half (1st) days of sick leave on the last day of each month.

Section 3

Annual sick leave may be accumulated to a total of 120 working days.

Section 4

A doctor's certificate verifying the employee's illness may be required for any paid sick leave in excess of five (5) consecutive working days.

After an employee has accumulated four (4) incidences of absence due to illness in a fiscal year, the employee's Department Head may require that he/she submit a doctor's certificate of illness upon returning from any additional absences due to illness. An "incidence of absence due to illness", for purposes of the above sentence, shall mean any continuous absence due to illness of one (1) day or more. The employee shall have the option of obtaining the doctor's certificate either from his/her own personal physician or from the Town's designated physician(s). If the employee chooses to utilize the Town's designated physician, the examination shall be at the Town's expense. If the employee elects to use his/her own personal physician, the Town will pay the personal physician up to the amount it pays the Town's designated physician for a similar examination.

Section 5 - Sick Leave Bank

1. A sick leave bank has been established for use by a participating member whose sick leave is exhausted through prolonged illness. A prolonged illness shall be one which has caused absence of more than thirty consecutive work days. Vacation, personal, and all sick leave days must be used by the participating member before being eligible to draw upon the sick leave bank. The member is responsible for obtaining the required documentation and submitting it in a timely manner.
2. To be eligible for sick leave bank days, 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 must have contributed one (1) day of sick leave to the sick leave bank between July 1 and July 15 of the fiscal year during which the application is submitted. Previous attendance records and performance evaluation will be considered.
3. A doctor's certificate shall be required in each instance that an applicant seeks access to the sick leave bank, including application for extended benefits.
4. The initial grant of days from the sick leave bank will cover up to twenty working days for any prolonged illness. Consideration will be given for additional days beyond the twenty in the event that the prolonged illness continues. Additional grants of up to twenty days may be provided to an individual, except that in no event shall the total grants of sick leave days to an individual from the date of her/his application exceed seventy-five days. If, in such instance of extended benefit award, the sick leave bank is exhausted, it may be replenished by the contribution of one additional day of sick leave by each participating member.
5. The sick leave bank shall be governed and distributed by a committee consisting of the department head, the Town Manager/designee, and three union members. The sick leave bank shall be administered by the Human Resources Department.
6. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal through the contractual grievance and arbitration procedure or through any other judicial or administrative procedure.
7. No days may be withdrawn from the sick leave bank for use other than a prolonged illness of the union member. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.
8. Application for benefits shall be in writing and shall consist of a letter to the department head accompanied by a written doctor's certificate describing the nature of the illness and providing an estimate of when the employee will be able to return to work. The department head will forward the request to the Human Resources Director and the union steward within five working days of receiving it and the committee will meet within ten working days of receipt of the request.

Section 6

An employee who has at least fifteen (15) years of service to the Town, and who retires from the Town's service pursuant to the provisions of M.G.L. Chapter 32, will upon his/her retirement be paid (at his/her then current daily rate) twenty-five percent (25%) of his/her accumulated unused sick leave days. This section shall not apply to employees hired on or after January 1, 2017.

ARTICLE IX

PERSONAL LEAVE

During each fiscal year that commences after an employee has completed the following years of service under this Agreement the employee shall be permitted to be absent from work without loss of pay to attend to personal business for the following number of days:

<u>Number of Years Completed by July 1</u>	<u>Number of Personal Days</u>
At least 1 year but less than 5 year	2 days
5 years or more	3 days

When possible, the employee will be expected to obtain the prior approval of his/her Department Head for the scheduling of such personal day. Personal days must be used in the fiscal year in which they are earned. One (1) personal day may be taken each fiscal year in hourly increments.

ARTICLE X

GROUP HEALTH INSURANCE

Section 1 - Group Health Insurance

This section intentionally left blank.

ARTICLE XI

JOB RELATED SEMINARS

A member of the bargaining unit may attend up to one (1) job-related seminar of one (1) day's duration per year, with pay, if she obtains the prior permission of her supervisor.

ARTICLE XII

WORKING OUT OF CLASSIFICATION

When a member of the bargaining unit is assigned (in writing) by her supervisor to substitute for an employee in the bargaining unit holding a higher classification who is absent due to sickness or vacation leave, and such member of the bargaining unit works in such higher classification for five (5) consecutive working days or more at one time, such employee shall be paid, retroactive to the first of such consecutive days worked, at the "appropriate step rate" of the higher classification.

The "appropriate step rate" shall be the rate of the step of the higher classification which is closest to (but not less than) the employee's usual pay rate.

ARTICLE XIII

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:

1. 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.
2. Eligibility for reimbursement shall be conditioned upon the approval of the employee's Department Head. If the Department Head approves the employee's request, he/she 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.
3. 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 Human Resources Director 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 \$1,000.00 in any fiscal year. It is further understood that courses shall not be scheduled during an employee's normal working hours.

ARTICLE XIV

PERFORMANCE EVALUATION

The Town and the Union agree that a personnel evaluation system shall be implemented which shall apply to all employees covered by the Agreement. Each employee shall be evaluated by his/her immediate supervisor on an annual basis on a prescribed personnel evaluation form. The procedures which shall be followed are outlined in the Employee Performance Evaluation Procedure which is attached hereto as Appendix A. Commencing July 1, 2022, the parties will utilize the performance evaluation form that is attached hereto as Appendix A1.

ARTICLE XV

JOB SECURITY

The first **nine (9)** months of employment of all employees covered by this Agreement shall be a probationary period during which period the employee may be discharged with or without cause.

All permanent employees may not be disciplined after the probationary period except for just

cause. Any employee against whom disciplinary action is taken shall have the right to receive a written statement of the reasons for the disciplinary action from the supervisor or department head who takes such action.

There shall be no discrimination or disciplinary action taken against any bargaining unit member by the Town or any of its agents because of a member's lawful activity in behalf of the Union or membership in the Union.

ARTICLE XVI

SENIORITY

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

The principle of seniority shall be applied on a departmental basis only. Departmental seniority shall apply to layoffs and shall also govern choices of vacation periods.

Should a vacancy arise in a particular department a notice of such vacancy shall be emailed to all employees in the Union including the Shop Steward, listing the job classification, duties and qualifications for the vacant position. Employees who have not completed their probationary period may not apply for vacant positions within the same grade (lateral positions), but may apply for promotional opportunities after six months of employment in their position. Employees within the department who are interested shall apply in writing within the five (5) working day period. Following this period the Town shall award the position to the senior qualified applicant from within the department unless there is a junior qualified applicant from within the department who holds a higher grade classification than the senior applicant. If there is a junior qualified applicant from the department who holds a higher grade classification, the position shall be awarded to the qualified applicant from within the department with the highest grade classification. If there is no qualified applicant from within the department, the Town may fill the position at its discretion. If the position is awarded to an applicant from within the department, the successful applicant shall be given a ninety (90) day trial period in the new position. The applicant shall be placed at the step of the new position's grade that is closest to, but at least \$15.00 per week higher than, the rate of compensation that the employee had been receiving. If, at the end of the trial period, it is determined by the Town that the employee is not qualified to perform the work s/he will be demoted.

Any employee laid off for lack of funds shall be eligible for recall to his/her former position in the event that the Town funds that position during the following one-year period.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1.

Grievance Procedure. 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. 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. 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. Except as provided in Section 3 hereof, all grievances shall be handled as follows:

1. Step 1. The aggrieved employee, with a Union representative, if he/she so desires, shall first present his/her grievance in writing to his/her immediate supervisor within five (5) calendar days of the occurrence or failure of the occurrence giving rise to the grievance. The written grievance must contain the following information:
 - a. A concise statement of the "grievance" including the date filed with the immediate supervisor.
 - b. Evidence (documentary, if available) to support the grievance;
 - c. A statement of the remedial action or relief sought.
 - d. A statement of reasons why the aggrieved believes the remedy should be granted.
 - e. The name or names of the employees aggrieved.

The immediate supervisor shall advise, in writing, the aggrieved employee within five (5) calendar days after the grievance is presented.

2. Step 2. If at the end of the five (5) calendar days next following the presentation at Step 1 the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may, within (5) calendar days thereafter, submit the grievance in writing to the Town Manager. The written grievance shall give a summary of the facts involved, the provision or provisions of this agreement allegedly violated, and the relief desired. Within ten (10) calendar days after receipt of the written grievance, the Town Manager shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. Within ten (10) calendar days after the conclusion of said meeting, the Town Manager shall advise the aggrieved employee and the Union in writing of his/her decision concerning the grievance.
3. Step 3. It may be appealed to arbitration by written notice of such intention to appeal given to the Town Manager within thirty (30) days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article XVIII.

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 step immediately. The above

limitations may be waived by mutual written agreement of the parties.

At Step 2 and each step 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.

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

Section 4.

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

Section 5.

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 XVIII

ARBITRATION

Section 1.

In the event either party elects to submit a grievance to arbitration, the parties shall select an impartial arbitrator through the Massachusetts Department of Labor Relations or the Labor Relations Connection. The parties agree that the first grievance that is submitted to arbitration after July 1, 2010 shall be selected through the Massachusetts Department of Labor Relations while the second grievance submitted to arbitration after that date shall be selected through the Labor Relations Connection. Subsequent grievances submitted shall be referred to the Massachusetts Department of Labor Relations and the Labor Relations Connection in alternating order.

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 XIX

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. 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 Attleborough, the employee shall be allowed a sixth (6th) working day of leave with pay. The following relations are considered to be "immediate family" for purposes of this paragraph: spouse/domestic partner, child, step child, parent, step parent, sibling, step sibling, mother-in-law, father-in-law, grandchild, grandparent, daughter-in-law, son-in-law.

In the event of the death of a brother-in-law, sister-in-law or grandparent-in-law the employee will be granted up to two (2) days of leave with pay.

ARTICLE XX

LEAVES OF ABSENCE

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

ARTICLE XXA

MILITARY LEAVE

Information regarding Military Leave is available from the Human Resources Department.

ARTICLE XXI

MISCELLANEOUS

Section 1

This section intentionally left blank.

Section 2

If the clerk at the Department of Public Works is called back to work due to an emergency (after leaving work at the end of her/his scheduled work day) she/he will be compensated a minimum of four (4) hours pay at her/his applicable overtime rate.

Section 3

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.

Section 4

It is agreed that, as part of their job responsibilities, female bargaining unit employees who are employed at the Police Department may be required to act as police matrons. Any employee who is designated by the Police Chief to perform such duties shall receive appropriate training from Police Department personnel in the duties of that position. (Said duties are outlined in the job description for the "Police Matron" position.) When an employee performs the duties of police matron outside of her normal working hours she shall be paid at the rate of one and one-half times her regular hourly rate for all hours worked. It is understood that members of the bargaining unit will not be assigned the duties of police matron during their normal working hours.

Section 5: This Section 5 shall only apply to employees who work at the DPW. The Employer will furnish a meal to any such employee who is requested to and does work two (2) or more hours beyond the employee's regular shift during a snow and/or ice emergency. The employee shall be furnished meals every four (4) hours thereafter while the employee continues to work. In the event the Employer is unable to furnish meals, the employee shall be granted time off to eat of one-half hour, and the employer shall automatically compensate the employee \$9.50 per meal.

ARTICLE XXII

SEVERABILITY

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 XXIII

AMENDMENT

This Agreement constitutes the entire agreement between the parties and shall not be altered, amended or changed except by a written amendment signed by both parties or their designees in a manner similar to the original agreement and appended hereto. All matters not expressly and specifically dealt with herein shall be treated as having been brought up and disposed of, and neither party shall be under any obligation to discuss any modifications or additions to this agreement which are to be effective during its term.

ARTICLE XXIV

AGENCY SERVICE FEE

Employees have the following options: (a) paying union dues, (b) paying a service fee, or (c) not paying union dues or a service fee. The amount of such service fee shall be less than the monthly dues paid to the union by members of the bargaining unit, and shall be commensurate with the Union's cost of collective bargaining and contract administration.

ARTICLE XXV

APPENDIX B

Attached hereto as Appendix B is a listing of the classifications within the bargaining unit and the grade attached to each classification.

ARTICLE XXVI

CONTRACT 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 six (6) months prior to the renewal date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives.

FOR THE TOWN OF
NORTH ATTLEBOROUGH

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 1702

Scott E. Taveira

Michael D. Borg
MICHAEL D. BORG

Scott E. Taveira, Staff Representative

DATE 31 MAY 22

DATE

APPENDIX A

TOWN OF NORTH ATTLEBOROUGH

Employee Performance Evaluation Procedure

This policy applies to all employees covered by the collective bargaining agreement between the Town and AFSCME Council 93, Local 1702.

PROCEDURE

- A. The Town, through its Human Resources office, will engage in an annual evaluation of employees who are members of AFSCME, Local 1702.
- B. The department head, in conjunction with the employee's immediate supervisor, will record his/her judgment on the evaluation instrument and will meet with the employee to review the completed evaluation. Upon completion of the discussion between the employee and the immediate supervisor the evaluation instrument will be signed and dated by both and a copy will be provided to the employee. It is understood that by signing the instrument the employee only acknowledges that he/she has received and has had an opportunity to discuss the form but does not necessarily signify his/her agreement with the supervisor's conclusions. The form shall include a section for Employee Comments upon which the employee shall be permitted to record his/her observations concerning the appropriateness of the evaluation. An employee who desires to submit comments will be expected to complete that form within seven (7) days of the meeting.
- C. Employees shall not be permitted to challenge the evaluation rating(s) through the contract's Grievance Procedure.
- D. The completed evaluation instrument shall be returned to the Human Resources office and will be placed in the employee's personnel file where it shall be available to the employee.



APPENDIX A1

Town of North Attleborough

AFSCME Employee Performance Evaluation

Name		Supervisor / Department Head	
Job Title		Department	
Date of Hire		Grade / Step	
Review Period		Review Date	

Please rate each category according performance standards below:

- A. **Exceptional** - Outstanding performance, work performance far exceeds the position requirements including all individual objective areas. Operates with little to no guidance.
- B. **Exceeds expectations** - Performance surpasses that expected of experienced and qualified individuals in this position. Performance often exceeds standards. Individual shows initiative, motivation, and versatility.
- C. **Meets Expectations** - Performance is at the level expected of experienced and qualified individuals in this position. Performance meets all standards.
- D. **Needs Improvement** - Sometimes meets performance standards. Performance in most areas is below the level expected of experienced and qualified individuals in this position.
- E. **Unsatisfactory** - Performance fails to meet position requirements and requires an immediate improvement plan

CHECK (x or √) IN THE BOXES BELOW UNDER THE RATING THAT BEST APPLIES

1. JOB KNOWLEDGE / QUALITY OF WORK	A	B	C	D	E
1. Follows departmental rules, procedures, workflow, policies, and operations.					
2. Demonstrates expertise and skill within areas relevant to the employees own function and/or work group.					
3. Work products are accurate, thorough, and complete.					
4. Follows through on assignments and tasks.					
Please provide supportive comments for the categories rated A/D/E.					

2. WORK HABITS

- 1 Is in regular attendance at work.
- 2. Completes work on time.
- 3 Demonstrates the ability to work independently without supervision.

Please provide supportive comments for the categories rated A/D/E.

A	B	C	D	E

3. WORK ATTITUDE

- 1. Strives to improve work techniques.
- 2. Accepts new ideas and procedures.
- 3. Accepts constructive criticism and suggestions.
- 4. Accepts responsibility.
- 5. Exercises judgement.
- 6. Adapts to emergency situations.

Please provide supportive comments for the categories rated A/D/E.

A	B	C	D	E

4. PROFESSIONAL RELATIONSHIPS

- 1. Works well with co-workers.
- 2 Works well with the public.
- 3. Cooperates with supervisors and other staff members.

Please provide supportive comments for the categories rated A/D/E.

A	B	C	D	E

SUPERVISOR / DEPARTMENT HEAD COMMENTS:

❖ **EMPLOYEE COMMENTS:**

I acknowledge the evaluation was explained to me and will become part of my personnel file.

Employee's Signature: Date: _____

Supervisor/Department Head's Signature: Date: _____

Town Manager's Signature Date: _____

APPENDIX B

GRADE 1

OFFICE ASSISTANT
LIBRARY ASSISTANT

GRADE 2

ADMINISTRATIVE ASSISTANT
ACCOUNTING ASSISTANT

GRADE 3

ELECTION COORDINATOR
ADMINISTRATIVE COORDINATOR
CIRCULATION COORDINATOR
PAYROLL COORDINATOR