

MEMORANDUM OF AGREEMENT  
 BETWEEN  
 THE TOWN OF NORTH ATTLEBOROUGH  
 AND  
 AFSCME, COUNCIL 93, LOCAL 1702  
 September 2022

WHEREAS, the Town of North Attleborough (“Town”) and AFSCME Council 93, Local 1702 (“Union”) have agreed that effective July 1, 2022, “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”, and that “[a]ll leave must be taken in full hour increments”, and “an employee will be charged for the leave used based on the employee’s schedule”;

WHEREAS, the Town and the Union have met to agree upon a method for converting the time to hours from days;

NOW THEREFORE, the Town and the Union agree to amend their July 1, 2022 – June 30, 2025 collective bargaining agreement as follows.

1. **Article VI: Vacations**

Amend Sections 1 and 2 of Article VI as follows (deleted language struck; new language underlined):

**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~~ no less than 4-hour minimums; vacation time must be taken in full hour increments.

Employees who commenced employment in a position covered by this Agreement prior to January 1, 2017 shall be granted annually, as of July 1, paid vacation in accordance with the following schedule:

<u>Years Completed Prior to July 1</u>	<u>Days</u>	<u>Hours of Vacation</u>
1 year to 4 years	<del>10</del>	<u>68 hours</u>
5 years to 9 years	<del>15</del>	<u>102 hours</u>
10 years to 14 years	<del>20</del>	<u>136 hours</u>
15 years to 19 years	<del>23</del>	<u>157 hours</u>
20 years to 24 years	<del>26</del>	<u>177 hours</u>
25 years and over	<del>30</del>	<u>204 hours</u>

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

<u>Years Completed Prior to July 1</u>	<u>Days</u>	<u>Hours of Vacation</u>
1 year to 4 years	10	<u>68 hours</u>
5 years to 9 years	15	<u>102 hours</u>
10 years to 19 years	20	<u>136 hours</u>
20 years and over	25	<u>170 hours</u>

## Section 2

Notwithstanding the provisions of Section 1, an employee shall accrue ~~ten (10) days~~ 68 hours of vacation leave on his/her first (1<sup>st</sup>) 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~~ 34 hours of the vacation that he/she will accrue on his/her first (1<sup>st</sup>) anniversary of employment.

## 2. Article VIII: Sick Leave

Amend Article VIII as follows (deleted language struck; new language underlined):

### 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~~ 210 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). If an employee nevertheless desires to take more than ~~thirty (30) days~~ 210 hours 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~~ hours. 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~~ seven (7) hours 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 (1<sup>st</sup>) days~~ ten and one-half (10.5) hours of sick leave on the last day of each month. Sick leave must be taken in no less than four (4)-hour minimums and in full hour increments.

#### Section 3

Annual sick leave may be accumulated to a total of ~~120 working days~~ 840 hours.

#### 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 leave, personal leave, 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 hours, 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~~ seven (7) hours 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 hours from the sick leave bank will cover up to ~~twenty working days~~ one hundred forty (140) hours for any prolonged illness. Consideration will be given for additional days hours beyond the ~~twenty~~ one hundred forty (140) hours in the event that the prolonged illness continues. Additional grants of up to ~~twenty days~~ one hundred forty (140) hours may be provided to an individual, except that in no event shall the total grants of sick leave days hours to an individual from the date of her/his application exceed ~~seventy-five days~~ five hundred twenty five (525) hours. If, in such instance of extended benefit award, the sick leave bank is exhausted, it may be replenished by the contribution of ~~one~~ seven (7) additional day hours 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~~ hours may be withdrawn from the sick leave bank for use other than a prolonged illness of the union member. ~~Days~~ Hours 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~~ hours. This section shall not apply to employees hired on or after January 1, 2017.

3. Article IX: Personal Leave

Amend Article IX as follows (deleted language struck; new language underlined):

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 up to and including 23 hours.~~

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

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

This Memorandum of Agreement is subject to ratification by the Union, approval by the Town Manager, and funding of the incremental cost items by Town Council.

Agreed to by the Parties on the date(s) indicated below:

For the Town

For AFSCME Council 93, Local 1702

  
11 OCT 22  
Michael Borg  
Town Manager



  
  
STAFF REP.