

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

May 7, 2024

WHEREAS the Town of North Attleborough ("Town") and AFSCME Council 93, Local 1702 ("Union") are parties to a collective bargaining agreement effective July 1, 2022 to June 30, 2025 ("the 22-25 CBA");

WHEREAS the Town and the Union (collectively referred to as the "Parties") wish to make certain amendments to the 22-25 CBA:

NOT THEREFORE, the Parties agree to amend their 22-25 CBA **effective July 1, 2024** as follows:

1. Article V: Hours of Work and Overtime

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

A. Amend Section (a) as follows:

"The workweek for employees covered by this Agreement shall consist of ~~thirty-four (34)~~ thirty-six (36) hours between 12:01 a.m. Sunday and 12:00 midnight Saturday."

B. Amend Section (c) as follows:

"The daily hours of work for employees who work at Town Hall shall be from 8:00 a.m. to ~~4:00~~ 4:30 p.m. (with a one-half hour unpaid lunch period) on Mondays, Tuesdays, ~~and~~ Wednesdays, ~~and from 8:00 a.m. to 6:00 p.m. (with a one hour unpaid lunch) on~~ Thursdays; and from 8:00 a.m. to 12:00 Noon on Fridays.

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

C. Amend Section (d) as follows:

"Any time worked in excess of ~~thirty-four (34)~~ thirty-six (36) hours in one week shall be compensated at a rate of time and one-half. Any hours worked beyond ~~thirty-four (34)~~ thirty-six (36) hours in one week must be preapproved by the department head unless it is caused by an unforeseen emergency."

2. Article VI: Vacations

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

A. Amend Section 1 as follows:

"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 accrued vacation in 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>Hours of Vacation</u>
1 year to 4 years	68 <u>72</u> hours
5 years to 9 years	102 <u>108</u> hours
10 years to 14 years	136 <u>144</u> hours
15 years to 19 years	157 <u>166</u> hours
20 years to 24 years	177 <u>187</u> hours
25 years and over	204 <u>216</u> hours

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, paid vacation in accordance with the following schedule:

<u>Years Completed Prior to July 1</u>	<u>Hours of Vacation</u>
1 year to 4 years	68 <u>72</u> hours
5 years to 9 years	102 <u>108</u> hours
10 years to 19 years	136 <u>144</u> hours
20 years and over	170 <u>180</u> hours”

B. Amend Section 2 as follows:

“Notwithstanding the provisions of Section 1, an employee shall accrue ~~68~~ 72 hours 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 ~~34~~ 36 hours of the vacation that he/she will accrue on his/her first (1st) anniversary of employment.”

3. Article VIII: Sick Leave

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

A. Amend Section 1 as follows:

“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 ~~210~~ two hundred seventeen and one half (217.5) 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 ~~210~~ two hundred seventeen and one half (217.5) 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 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.”

B. Amend Section 2 as follows:

“Once an employee has completed six (6) months of service to the Town, the employee will thereafter be provided with ~~seven (7)~~ seven and one-quarter (7.25) 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 ~~ten and one-half (10.5)~~ eleven (11) 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. Notwithstanding the 4-hour minimum in the prior sentence of this Section 2, effective July 1, 2024 employees may use accrued sick leave to attend medical appointments in a minimum of 2-hour increments with prior notice and documentation of the appointment to their supervisor.”

C. Amend Section 3 as follows:

“Annual sick leave may be accumulated to a total of ~~840~~ eight hundred seventy (870) hours.

D. Amend Section 5 (2) as follows:

“To be eligible for sick leave bank 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 ~~seven (7)~~ seven and one-quarter (7.25) 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.”

E. Amend Section 5 (4) as follows:

“The initial grant of hours from the sick leave bank will cover up to ~~one hundred forty (140)~~ one hundred forty-five (145) hours for any prolonged illness. Consideration will be given for additional hours beyond the ~~one hundred forty (140)~~ one hundred forty-five (145) hours in the event that the prolonged illness continues. Additional grants of up to ~~one hundred forty (140)~~ one hundred forty-five (145) hours may be provided to an individual, except that in no event shall the total grants of sick leave hours to an individual from the date of her/his application exceed ~~five hundred twenty-five (525)~~ five hundred forty-three and three-quarter (543.75) hours. If, in such instance of extended benefit award, the sick leave bank is exhausted, it may be replenished by the contribution of ~~seven (7)~~ seven and one-quarter (7.25) additional hours of sick leave by each participating member.

4. Article IX: Personal Leave

Amend Article IX by replacing “23 hours” with “24 hours” in the first sentence.

The Parties agree that the Town has satisfied its bargaining obligations with respect to the increase in the hours of the work week from 34 hours to 36 hours per week.

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the Town Manager, and funding by the North Attleborough Town Council.

This Memorandum of Agreement is agreed to by the Parties on the date(s) indicated below.

For the Town of North Attleborough

For AFSCME Council 93, Local 1702


Michael Borg, Town Manager
Date: 21 MAY 21


Heather Tasci, AFSCME Steward
Date: _____

Scott E. Taveira
Scott E. Taveira, Senior Staff Representative