

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF NORTH ATTLEBOROUGH

AND

UNITED STEEL WORKERS, AFL-CIO, CLC, Local 9517

April 25, 2024

WHEREAS, the Town of North Attleborough (“Town”) and the United Steel Workers, AFL-CIO, Local 9517 (“Union”) are parties to a collective bargaining agreement effective July 1, 2022 to June 30, 2025 (“the 22-25 CBA”);

WHEREAS, the Town and Union (collectively referred to as the “Parties” wish to make certain amendments to the 22-25 CBA;

NOW THEREFORE, the Parties agree to amend their 22-25 CBA **effective July 1, 2024** as follows:

1. Appendix A (Housekeeping Changes)
  - a. Replace “Council on Aging Director” with “Senior Center Director”
  - b. Replace “Building Inspector” with “Building Commissioner”
  - c. Replace “Animal Control Officer Grade 7” with “Animal Shelter Director/Animal Control Officer Grade 9”.
2. Appendix A Unit Classifications

Replace Appendix A of the 22-25 CBA with the revised Appendix A appended to and incorporated into this Memorandum of Agreement (“MOA”) as Attachment 1.
3. Article 15

Replace Article 15 in its entirety with the revised Article 15 appended to and incorporated into this MOA as Attachment 2.
4. Article 2, Section 2

Amend the first sentence in the last paragraph of Section 2 as follows (new language underlined): “Good cause” shall be the standard for reviewing the termination of employees in Unit 2 and Unit 3.
5. Article 19, Section 1

Replace “thirty-seven (37) hours” with “thirty-eight (38) hours” in Section 1. (two replacements)
6. Article 14, Section 7: Vacations

Amend the following paragraphs in Section 7 as follows (new language underlined; deleted language ~~struck~~):

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

Years Completed Prior to July 1	Hours of Vacation
Less than one year:	
If starting date is before January 1 <sup>st</sup>	74 <u>76</u> hours
If starting date is after January 1 <sup>st</sup>	37 <u>38</u> hours
1 year to 5 years	<del>111</del> <u>114</u> hours
6 years to 13 years	<del>148</del> <u>152</u> hours
13 years to 20 years	<del>185</del> <u>190</u> hours
21 years and over	<del>222</del> <u>228</u> hours

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

Years Completed prior to July 1	Hours of Vacation
Less than one year:	
If starting date is before January 1 <sup>st</sup>	74 <u>76</u> hours
If starting date is after January 1 <sup>st</sup>	37 <u>38</u> hours
1 year to 5 years	<del>111</del> <u>114</u> hours
6 years to 15 years	<del>148</del> <u>152</u> hours
15 years and over	<del>185</del> <u>190</u> hours

7. Article 14, Section 3: Personal Leave

Amend the first paragraph of Article 14, Section 3 as follows (deleted language ~~struck~~; new language underlined):

Upon commencement of employment, the employee shall be permitted to be absent from work without loss of pay to attend to personal business for up to and including ~~twenty-five (25)~~ twenty-six (26) hours during each fiscal year.

8. Article 14, Section 1 (a) : Sick Leave

Amend the first paragraph of Section 1(a) as follows (deleted language ~~struck~~; new language underlined):

(a) Coverage: Employees having six (6) months to one (1) year of continuous full time employment shall be entitled to paid sick leave of ~~forty-five (45)~~ forty-six and one-half (46.5) hours in the -employee's first year of continuous employment; such ~~forty-five (45)~~ forty-six and one-half (46.5) hours shall be available to the employee at the start of the employee's seventh (7<sup>th</sup>) month of continuous employment. Employees having one to two years of continuous full-time employment shall be entitled to ~~ninety (90)~~ ninety-three (93) hours of paid sick leave accrued at the rate of ~~seven and one-half (7.5)~~ seven and three-quarters (7.75) hours per month starting at the end of the employee's thirteenth (13<sup>th</sup>) month

of employment. Employees having two years or more of continuous full-time employment shall be allowed one hundred and forty-one (141) hours of paid sick leave per year accrued at the rate of eleven and three quarter (11.75) hours per month starting at the end of the employee's twenty-fifth (25<sup>th</sup>) month of employment. A doctor's certification may be required if an employee claims paid sick leave for more than five (5) consecutive work days.

9. Article 14, Section 1 (b) : Sick Leave

Amend Section 1(b) as follows (deleted language ~~struck~~; new language underlined):

“Annual sick leave may be accumulated by employees covered by this Agreement to a total of ~~nine hundred (900)~~ nine hundred thirty (930) hours, but further emergency leave may be granted at the discretion of the Human Resources Director after review of all circumstances including the employee's previous attendance and performance records.”

10. Article 14, Section 2 (b) : Sick Leave Bank

Amend Section 2(b) as follows (deleted language ~~struck~~; new language underlined):

“To be eligible for sick leave bank, the applicant must have been a member of the bargaining unit for at least one (1) year prior to the date of the application and have contributed to the sick leave bank by July 15 of the fiscal year. Employees may elect each fiscal year to participate by contributing ~~seven and one-half (7.5)~~ seven and three-quarters (7.75) hours or more by July 15<sup>th</sup>, effective July 1, 2017. Forms for this purpose will be distributed to the members by the Human Resources Department.”

11. Article 14, Section 2 (d) : Sick Leave Bank

Amend Section 2(d) as follows (deleted language ~~struck~~; new language underlined):

“The initial grant of hours from the sick leave bank will cover up to ~~one hundred fifty (150)~~ one hundred fifty-five (155) hours for any prolonged illness. Consideration will be given for additional hours beyond the ~~one hundred fifty (150)~~ one hundred fifty-five (155) hours in the event that the prolonged illness continues. In no instance shall more than one additional grant be made to an individual in a year from the date of that application, or shall that additional grant, coupled with the initial grant, exceed ~~three hundred (300)~~ three hundred ten (310) hours for that individual. If the sick leave bank is exhausted, it shall be replenished by the contribution of ~~seven and one-half (7.5)~~ seven and three-quarters (7.75) hours of sick leave by each participating member.”

12. Article 14, Section 2 (i) : Sick Leave Bank

Amend Section 2(i) as follows (deleted language ~~struck~~; new language underlined):

“Sick Leave Bank Cap: Notwithstanding any provision of this Agreement to the contrary, the Sick leave Bank shall not exceed a total of ~~two thousand two hundred fifty (2,250)~~ two thousand three hundred twenty-five (2,325) hours effective July 1, ~~2022~~ 2024.

13. Article 14, Section 8

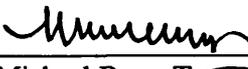
Amend Section 8 by adding the following to the end of Section 8:

“Notwithstanding the 4-hour minimum in the first sentence of this Section 8, 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.”

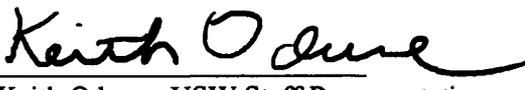
This Memorandum of Agreement is subject to ratification by the Union, approval by the Town Manager, and funding of the incremental cost items by Town Council.

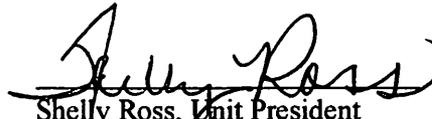
Agreed to by the Parties on April 25, 2024

For the Town

  
\_\_\_\_\_  
Michael Borg, Town Manager

For United Steelworkers, Local 9517

  
\_\_\_\_\_  
Keith Odume, USW Staff Representative

  
\_\_\_\_\_  
Shelly Ross, Unit President

APPENDIX A

<u>Unit 1 Classifications</u>	<u>Grade</u>
Kennel Keeper	2
Assistant Librarian	3
User Support Specialist	4
Office Manager	4
Laboratory Technician	5
Local Building Inspector (formerly grade 5)	7
Outreach Coordinator (outreach worker)	5
Laboratory Supervisor	8
Senior User Support Specialist	8
Human Services Coordinator	5
Building Department Coordinator	5

<u>Unit 2 Classifications</u>	<u>Grade</u>
Librarian	6
Executive Assistant to Police Chief**	6
Construction Superintendent	7
Assistant Project Manager	8
HR and Benefits Coordinator	8
Associate Library Director	8
Pre-Treatment Officer	8
Assistant Park and Recreation Director	8
Assistant Chief Plant Operator	9
Assistant Information Technology Director	9
Assistant Town Accountant	9
Assistant Town Treasurer	9
Health Agent*	9
Public Health Nurse*	9

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

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

<b><u>Unit 3 Classifications</u></b>	<b><u>Grade</u></b>
Animal Shelter Director/Animal Control Officer	9
Conservation Administrator	9
Senior Center Director	9
Town Planner	9
Veterans Agent	9
Solid Waste Director	10
Chief Plant Operator	10
Assistant Assessor	10
Water Quality Supervisor	10
Highway Superintendent	11
Building Commissioner	11
Assistant Director of Public Works	12
Information Technology Director	12
Park and Recreation Director	12
Project Manager/Civil Engineer	12
DPW-Administrative and Fiscal Operations Manager	12

## Attachment 2 to MOA

### ARTICLE 15

#### TIME WORKED IN EXCESS OF 38 HOURS IN A WORK WEEK

The Town recognizes that an employee may work hours beyond that of the normal workweek established in the provisions of Article 19.

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

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

DPW members (except the Highway Superintendent) who are required to work over thirty-eight (38) hours in one week to perform DPW work that is outside of their job classification (solely as a result of being called in to assist in an emergency as declared by the DPW Department Head or Town Manager) will be compensated at .027 of their weekly salary for each hour worked between thirty-eight (38) and forty (40) in such week, and .0375 of their weekly salary for each hour worked in excess of forty (40) hours in that week. If the Highway Superintendent is called in for snow removal operations at the request of the DPW Department Head or Town Manager and is required to work more than 42 hours in one week the employee will be compensated at .0375 of the employee's weekly salary for each hour worked beyond 42 hours in such week. Employees must be deemed qualified to perform such work (as determined by the DPW Department Head or Town Manager).

(A) An employee who is not a DPW member and who is not in Unit 1, but who: (i) is qualified, as determined by the DPW Department Head and Town Manager, to perform snow removal operations, and is authorized by the DPW Department Head and the Town Manager to perform snow removal operations work, and (ii) volunteers to be called in to assist with snow removal operations in an emergency as declared by the DPW Department Head or Town Manager, shall be compensated in accordance with this Section (A) instead of the provisions in Sections (C) or (D) below for the time worked performing snow removal in excess of such employee's 38 hours in a work week at the request of the DPW Department Head and Town Manager.

Employees in Unit 1 are not eligible for the benefit under this Section (A).

#### (B) UNIT 1

An employee who is in a position in Unit 1 and who is authorized by the employee's immediate supervisor to work (and, in fact, works) hours in excess of thirty-eight (38) in any payroll week shall be paid straight time for all hours worked in excess of thirty-eight (38) hours through forty (40) hours. If such employee is authorized by the employee's immediate supervisor to work more than forty (40) hours in a payroll week and, in fact,

works more than forty (40) hours in the payroll week, the employee shall receive pay at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours worked over forty (40) hours in the payroll week.

(C) UNIT 2

An employee who is in a position in Unit 2 and is authorized in writing or by email by the employee's immediate supervisor or, if the employee does not have an immediate supervisor, by the Town Manager to work (and, in fact, works) hours in excess of thirty-eight (38) in any payroll week shall acquire Contractual Leave Time ("CLT") for all such hours worked in excess of thirty-eight (38) subject to the cap below. Notwithstanding the above sentence, an employee whose job description requires the employee's attendance at meetings outside of the employee's normal work schedule shall not be eligible for CLT for time spent while attending such meetings. Time spent in attendance at such meetings shall not be counted toward the employee's thirty-eight (38) hour work week nor shall such time be counted toward the thirty-eight (38) hour threshold for CLT. Subject to the last two sentences, CLT shall be acquired on the basis of one hour of CLT for each hour worked in excess of thirty-eight (38) up to the applicable cap below.

Employees in Unit 2 who have acquired CLT are encouraged to use such CLT prior to the end of the fiscal year (June 30<sup>th</sup>) in which it was acquired. An employee shall be permitted to use CLT only at a time that is approved by the employee's supervisor. No more than five consecutive workdays of CLT may be used consecutively. A supervisor may deny the request to use CLT in writing or by email.

CLT Caps: At any time, the total of acquired CLT shall not exceed sixty-five (65) hours; except if the employee is in the Department of Public Works (which includes the Water Department) in which case the total of acquired CLT shall not exceed ninety (90) hours at any time.

The Town shall record and CLT acquired and used. Unused CLT is not paid out for any reason including upon separation from employment.

An employee who is eligible for the benefit under Section (A) for work during the declared emergency shall receive the benefit under Section (A) and not CLT under this Section (C).

(D) UNIT 3

Employees in positions in Unit 3 are not eligible for contractual compensatory time but may, with their Department Head's prior approval or with the prior approval of the Town Manager, flex their time within the same work week or the work week immediately following that work week when their work requires that they work more than 38 hours in the week. However, an employee whose job requires that the employee be in attendance at meetings outside of the employee's normal work schedule shall not be able to use flex time as a result of attending such meetings nor are such meetings counted towards the employee's thirty-eight (38) hour work week. When the employee in a position in Unit 3 is required to work more than 38 hours in the

work week (excluding required meetings outside of the employee's regular work schedule), and flex time has been authorized the employee may arrive late or leave early on another day within the same week or the week immediately following that week as flex time. In no case shall flex time be greater than one hour of flex time for each hour of time in excess of 38 hours in the work week.

The Town shall record the acquisition and use of flex time. Unused flex time is not paid out for any reason including upon separation from employment.

An employee who is eligible for the benefit under Section (A) for work during the declared emergency shall receive the benefit under Section (A) and not the benefit under this Section (D).