NORTH ATTLEBOROUGH WARRANT
FOR THE REPRESENTATIVE SPECIAL TOWN MEETING
Monday June 3, 2019
THE COMMONWEALTH OF MASSACHUSETTS
Bristol, ss.
To either Constables of the Town of North Attleborough:

GREETINGS:
In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the legal voters of the Town of North Attleborough to meet at the North Attleborough Middle School Cafetorium, in said North Attleborough on:

Monday the 3rd day of June 2019, A.D.

At 7: 00 P.M., then and there to act upon the following articles to wit:

ARTICLE 1 – APPROPRIATE A SUM OF MONEY TO SUPPLEMENT VARIOUS FY 19 BUDGET LINE ITEMS
BOARD OF SELECTMEN
To see if the town will vote to appropriate a sum of money to supplement various Fiscal Year 2017 various budget line items. Said sum to be funded from free cash or transfer from available funds. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
This article is being submitted to facilitate the operating expenses for various departments for the fiscal year.

ARTICLE 2 – FUND SNOW & ICE SALARIES AND EXPENSES
BOARD OF SELECTMEN
To see if the town will vote to appropriate a sum of $__________, to supplement Snow & Ice Salaries (Dept. 423A) and $__________, for Snow and Ice Expenses (Dept 423B). Said sum to be appropriated from free cash, by a transfer from the Town’s General Stabilization account or other available funds. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
Under the Town’s Stabilization policy, the town will fund all snow and Ice deficits from Stabilization when other funding sources are not available. When Free Cash is certified the Stabilization Fund will be replenished.

ARTICLE 3 – PAY PRIOR YEAR(S) BILLS
BOARD OF SELECTMEN
To see if the town will vote to appropriate a sum of money needed to pay prior year(s) bills. Said sum to be funded from Free Cash or transferred from available funds. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
Invoices received after the close of the prior fiscal year are paid through this article.
ARTICLE 4—ARCHAEOLOGICAL SURVEY

HISTORICAL COMMISSION

To see if the town will vote to appropriate a sum of money not to exceed $25,000 for an Archaeological Reconnaissance Survey and Plan for the Town of North Attleborough. Funds to be appropriated from any available source. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION

The completion of an Archaeological Reconnaissance Survey and Plan has been a recommendation in the North Attleborough 2013 Open Space Plan, the 2014 Master Plan and in the 2017 Townwide Historic Preservation Plan.

This professionally prepared Archaeological Survey and Plan will be used as a planning tool by the Planning Board, the Conservation Commission and the Historical Commission.

It will also serve as a public awareness and educational document about the town’s archaeological resources and will be made available on the town website.

Historical Commission members have submitted this project in their CIP funding requests since FY12.

We have been selected to receive an allocation of $12,500 from the Massachusetts Historical Commission (MHC) from their FY2019 Survey and Planning Grant Program for this project. This is their 50% match for a total project cost of $25,000.

MHC will reimburse the Town $12,500 after the town pays the total project cost upon project completion by the end of June 2020.

ARTICLE 5—PTS SALARIES

HUMAN RESOURCES

To see if the town will vote to appropriate a sum of money to supplement the budgets of various departments for the salary increases for personnel under the Personnel By-Laws, “PTS” Classification, to amend the “PTS” wage and salary scale by the percentage increase approved by the Town Meeting, and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION

To provide funds to allow and increase for the Part-time and Seasonal Employees, effective July 1, 2019.

ARTICLE 6—LABORERS’ CONTRACT

HUMAN RESOURCES

To see if the town will vote to appropriate a sum of money to supplement the budgets of various departments for the purpose of financing any changes made in the Personnel By-Laws, as a result of collective bargaining and otherwise for salary increases for Laborers Local 272 and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION

To fund contract effective July 1, 2019

ARTICLE 7—AFSCME CONTRACT

HUMAN RESOURCES

To see if the town will vote to appropriate a sum of money to supplement the budgets of various departments for the purpose of financing any changes made in the Personnel By-Laws, as a result of collective bargaining and otherwise for salary increases for AFSCME Local 1702 and to determine how said appropriation shall be
raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
To fund contract effective July 1, 2019.

ARTICLE 8 – MASS COP PROFESSIONAL POLICE OFFICERS

HUMAN RESOURCES
To see if the Town will vote to appropriate a sum of money to supplement the budget of the Police Department for the purpose of financing any changes made in the Personnel By-Laws, as a result of collective bargaining and otherwise for salary increases for Professional Police Officers’ Association Local 280 and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
To fund contract effective July 1, 2019.

ARTICLE 9 – MASS COP PATROL OFFICERS CONTRACT

HUMAN RESOURCES
To see if the Town will vote to appropriate a sum of money to supplement the budget of the Police Department for the purpose of financing any changes made in the Personnel By-laws, as a result of collective bargaining and otherwise for salary increases for Police Officers Association Local 550 and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
To fund contract effective July 1, 2019.

ARTICLE 10 – USW CONTRACT

HUMAN RESOURCES
To see if the Town will vote to appropriate a sum of money to supplement the budgets of various departments for the purpose of financing any changes made in the Personnel By-laws, as a result of collective bargaining and otherwise for salary increases for United Steelworkers of America, and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
To fund contract effective July 1, 2019.

ARTICLE 11 – FIREFIGHTERS’ CONTRACT

HUMAN RESOURCES
To see if the Town will vote to appropriate a sum of money to supplement the budgets of the Fire Department and Ambulance for the purpose of financing any changes made in the Personnel By-laws, as a result of collective bargaining and otherwise for salary increases for Firefighters Local 1992 and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise. Or to take any other action relative thereto.

PURPOSE AND JUSTIFICATION
To fund contract effective July 1, 2019.
ARTICLE 12 – MASS COP DISPATCHERS CONTRACT

HUMAN RESOURCES

To see if the Town will vote to appropriate a sum of money to supplement the budget of the Police Department for the purpose of financing any changes made in the Personnel By-laws, as a result of collective bargaining and otherwise for salary increases for Police Dispatchers Association Local 436 and to determine how said appropriation shall be raised, whether by taxation, transfer from available funds or otherwise.

PURPOSE AND JUSTIFICATION

To fund contract effective July 1, 2019.
And you are hereby directed to serve this warrant by posting up attested copies thereof at Richards Memorial Library and the Town Hall at least twenty-one days before the time of said meeting. Hereof, fail not, and make due return of this warrant with your doings thereon to the Town Clerk on or before the time of said meeting.

Given our hands and seal of the Town of North Attleborough on this April 18, 2019

NORTH ATTLEBOROUGH BOARD OF SELECTMEN

Michael Lennox, Chairman
Keith Lapointe, Vice-Chairman
Patrick Reynolds
Patrick Sullivan
Justin Paré

BRISTOL, ss.

Pursuant to this within warrant, I have notified the inhabitants of the Town of North Attleborough within described, to meet at the time and place for the purpose within mentioned by posting an attested copy of this warrant in Town Hall Lobby, Richards Memorial Library and Town website twenty-one (21) days before the time of said meeting.

[Signature]
Chief John J. Reilly, Constable
Town of North Attleborough

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Precinct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richards Memorial Library</td>
<td>118 North Washington Street</td>
<td>1</td>
</tr>
</tbody>
</table>

**In addition, please leave three (3) copies at the Office of the Town Clerk

43 South Washington Street
March 21, 2019

Town of North Attleborough
43 South Washington Street,
North Attleboro, MA 02760-0000

Insured: Town of North Attleborough
Date of Loss: 02/02/2018
Claimant: [Redacted]
Claim #(S): TNT-0145699
Description: Employment Practice Liability

Dear Town of North Attleborough:

Argonaut Insurance Company provides insurance coverage for Town of North Attleborough under policy number EP 4633460-09.

We are forwarding this correspondence in reference to the above captioned claim to advise this policy is written with a $5,000.00 deductible. At this time, $1,501.09 is owed for your deductible. Attached you will find documentation of the amount paid. Please forward the amount due, made payable to Trident Public Risk and mail to the following address:

ARGO GROUP US
Trident Public Risk
ATTN: TNE Recovery
P.O. Box 469009
San Antonio, TX 78246

Please indicate the above referenced claim on your payment to ensure prompt processing. Thank you in advance for your attention in this matter. If you have any questions, please contact me at 833-240-4128.

Sincerely,

Sue Silver
Claim Support

Argonaut Insurance Company
<table>
<thead>
<tr>
<th>Party Name</th>
<th>Payee Name/Number</th>
<th>Invoice Number</th>
<th>Invoice Date</th>
<th>Begin Service</th>
<th>End Service</th>
<th>Check Number</th>
<th>Transaction Type</th>
<th>Transaction Date</th>
<th>Transaction Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Expense</td>
<td>Pierce, Davis &amp; Perritano, LLP / 043433075</td>
<td>536931030</td>
<td>04/12/2010</td>
<td>Feb-12-2016</td>
<td>Mar-19-2018</td>
<td>136504</td>
<td>Check</td>
<td>May 23, 2018</td>
<td>$1,330.59</td>
</tr>
<tr>
<td>Legal Expense</td>
<td>Pierce, Davis &amp; Perritano, LLP / 043433075</td>
<td>536935688</td>
<td>12/11/2018</td>
<td>Nov-7-2018</td>
<td>Nov-7-2018</td>
<td>5472</td>
<td>Check</td>
<td>Jan 17, 2019</td>
<td>$62.00</td>
</tr>
</tbody>
</table>

**Check Totals** (3) $1,501.09

**Grand Totals** $1,501.09

*Total* $1,439.09
MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF NORTH ATTLEBOROUGH
AND
MASSACHUSETTS LABORERS’ DISTRICT COUNCIL, LOCAL 272
March 6, 2019

The town of North Attleboro ("Town") and the Massachusetts Laborers’ District Council, Local 272 ("Union") agree to extend their July 1, 2016 – June 30, 2019 collective bargaining agreement through June 30, 2022 with the following changes:

1. **ARTICLE X. CONTRACT DURATION**
   July 1, 2019 through June 30, 2022.

2. **TEMPORARY LIGHT DUTY**
   A. Relabel Article X as Article XI (Contract Duration)
   B. Add the following new Article X:

   **ARTICLE X**

   **TEMPORARY LIGHT DUTY**

   When modified duty work is available, the Department Head, in his or her discretion, may assign an employee(s) to a modified duty assignment when such employee is unable to work full duty because of personal illness or injury or because of a work-related injury or illness. All modified (light) duty assignments will be consistent with the limitations provided by the employee’s and/or town’s doctor and consistent with the Department policy. The Department Head may, in his or her discretion, remove an employee from modified duty at any time.

3. **Specialized Heavy Equipment Operator and Grade 3 Waste Water Treatment Facility Operator**
   The Union agrees that the Town has satisfied its bargaining obligations associated with the following:

   (A) The creation of a Specialized Heavy Equipment Operator.
   The Specialized Heavy Equipment Operator will be required to perform all of the duties and meet all of the requirements of a Heavy Equipment Operator plus must hold a license for 4E and 4G. Such Specialized Heavy Equipment Operator will be assigned to perform work consistent with the Specialized Heavy Equipment Operator job description and will be paid at a Grade E.

   (B) The creation of a Grade 3 Waste Water Treatment Facility Operator.
   The Grade 3 Waste Water Treatment Facility Operator will be required to perform all of the duties and meet the requirements of the position and maintain a Grade 3 Waste Water Treatment Facility Operator. Such position shall be paid at a Grade D.

5. **ARTICLE III**
   Amend Section 1 as follows:
Amend (e) by deleting“, or when driving any 6-wheel or larger truck during an emergency declared by the Board of Selectmen and/or the DPW Director or his designee”.

6. HOUSEKEEPING
   A. ARTICLE II. SECTION 2: Group Insurance Plan
      i. Section 2 (a): update contribution rates to current rates
      ii. Section 2(b): replace “weekly” deductions with “bi-weekly” when pay is on a bi-weekly basis.
      iii. Section 2(d)Delete in its entirety (Obsolete opt-out incentive).

   B. ARTICLE II, SECTION 4: Payroll Deductions of Union Dues
      Replace Section 4 with the following:

      Section 4. Payroll Deductions of Union Dues
      Dues of employees covered by this Agreement who are members of the Union shall be deducted from the employee’s pay and paid to the Secretary-Treasurer of the Local Union 272 after the Union has furnished the Town with an employee authorization and bonding certificate in accordance with state law.

   C. ARTICLE III, Section 1: Wages:
      Delete the first paragraph after the wage table (Obsolete one-time payment).

   D. ARTICLE III, Section 1(g):
      Replace reference to Article II, Section 3” with “Article III, Section 3”.

7. ARTICLE III, Section 1 (g) Stand-by Stipend
   A. Relabel the current language in Section 1(g) as Subsection (i).

   B. Add “and Highway” after “Sewer” and before “Department in the first sentence in Section 1(g) (i).

   C. Increase the Stand-by Stipend in Section 1(g) (ii) for the 7-day on-call period as follows:
      
      | Effective Date | Amount of Weekly Stipend |
      |----------------|--------------------------|
      | July 1, 2019   | $250.00                  |

   C. Add a new Section 1(g) (ii) as follows:
      Effective July 1, 2019, employees in the Parks and Recreation Department shall receive a stand-by stipend in the following amount per week for weeks that they are on stand-by. They shall only be assigned stand-by during full weeks when the Department Head is on vacation for the week. It is understood that that the individual on stand-by shall be provided with a phone. It is further understood that the Department Head or his/her designee may designate a member of the bargaining unit in the Department who has requested to be on the on-call list to be on stand-by duty. The stipend shall be $250 per week.
8. **ARTICLE III. SECTION I WAGES**

Effective July 1, 2019, increase the FY19 wages in the wage table by 2.0%.

Effective July 1, 2020:

(i) eliminate the Entrance Level,
(ii) rename "Max" as "STEP 6". and
(iii) add a new STEP 7 at 3.0 % above STEP 6.

Effective July 1, 2021, increase the wages in the wage table by 2.0%.

This Memorandum of Agreement shall remain off-the-record for bargaining history purposes until it is ratified by the Union membership and approved by the Board of Selectmen.

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the Board of Selectmen and funding at the North Attleborough Special Town meeting in June of 2019.

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

For the Town of North Attleborough

Michael Lennox, Chairman

Keith Lapointe, Vice Chairman

Patrick Reynolds

Patrick Sullivan

Justin Paré

For Massachusetts Laborers' District Council, Local 272

Mark Sullivan, Sergeant at Arms

Joseph DiRosario

Joseph Barrows

John Stanovitch

Bruno Giacalone
MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF NORTH ATTLEBOROUGH
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO STATE COUNCIL 93, LOCAL 1702
March 5, 2019

The Town of North Attleboro ("Town") and American Federation of State County and Municipal Employees, AFL-CIO Council 93, Local 1702 ("Union"), collectively referred to as the "Parties, agree to continue their July 1, 2016-June 30, 2019 collective bargaining agreement through June 30, 2022 with the following changes:

1. **ARTICLE XXVI. CONTRACT DURATION**
   July 1, 2019 through June 30, 2022.

2. **ARTICLE XXI. MISCELLANEOUS**
   Delete Section 1 in its entirety and replace with: "This section intentionally left blank."

3. **ARTICLE XVIII ARBITRATION**
   Replace "American Arbitration Association" with "Massachusetts Department of Labor Relations" in Section 1.

4. **ARTICLE IV COMPENSATION**

   **A.**
   Section 1: Replace Section 1 with the new wage schedules, attached to this Agreement as Exhibit A.

   Section 2: Replace the first paragraph in Section 2 which begins: "Employees will be eligible for step increases in accordance with the following timetable..." and the timetable with the following:

   "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."

   [No change to the 2nd and 3rd paragraphs in Section 2]

   **B.**
   Effective July 1, 2019, employees will be placed on the new wage schedule as indicated in Exhibit B. Any employee who does not receive at least a 2% wage increase as a result of such placement and who completes Fiscal Year 2020, shall receive a one-time payment (not added to the base) equal to the difference between the percentage on the employee’s base wages paid and 2% on such base wages, excluding all overtime hours.

   **C.**
   Effective July 1, 2021, increase the wage schedules by 2.0% (See Exhibit A).
5. **ARTICLE XIX: BREAVEMENT**
Replace the current list of “immediate family” members in the last sentence of the first paragraph with the following revised list: “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”.

6. **HOUSEKEEPING**

   A. Delete Article X Section 2 in its entirety (obsolete opt out provision).
   
   B. Delete Article XXI Section 5.
   
   C. Article IV, Section 3:
      (i) Paragraph A: Delete “effective with the first pay period 90 days after October 17, 2016”
      
      (ii) Paragraph B: Replace: “effective with the first pay period 90 days after October 17, 2016” with “effective with the first pay period 90 days after notification to employees”
   
   D. Article XV: Delete the second paragraph ((parenthetical) and delete “six-(6)” from the first paragraph.
   
   E. Article XXI Section 5: Delete in its entirety.
   
   F. Amend Article XXIV as follows:
      i. Replace “equal to” with “less than” in the second sentence
      ii. Delete the first sentence.
      iii. Add the following to beginning of the paragraph: “Employees have the following options: (a) paying union dues, (b) paying a service fee, or (c) not paying union dues or a service fee.”

This Memorandum of Agreement shall remain off-the-record for bargaining history purposes until it is ratified by the Union membership and approved by the Board of Selectmen.

This Memorandum of Agreement is subject to ratification by the Union membership, approval by the Board of Selectmen and funding at the North Attleborough Special Town meeting in June of 2019.

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

For the Town of North Attleborough

_Signed_ 

Michael Lennox, Chairman

Keith Lapointe, Vice Chairman

For AFSCME Council 93, Local 1702

_Signed_ 

Dawn Denizkurt

Laura Munson