

**AGREEMENT**

**BETWEEN**

**CITY OF ATTLEBORO**

**AND**

**ATTLEBORO MUNICIPAL CLERKS ASSOCIATION**

**A. M. C. A.**

**JULY 1, 2017 - JUNE 30, 2020**

## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION .....	1
ARTICLE 2	MANAGEMENT RIGHTS .....	2
ARTICLE 3	NO STRIKES .....	2
ARTICLE 4	HOURS OF DUTY .....	3
ARTICLE 5	OVERTIME.....	3
ARTICLE 6	WAGES.....	4
ARTICLE 7	HOLIDAYS .....	6
ARTICLE 8	ANNUAL LEAVE.....	7
ARTICLE 9	SICK LEAVE .....	9
ARTICLE 10	LIGHT DUTY .....	12
ARTICLE 11	FAMILY MEDICAL LEAVE ACT .....	13
ARTICLE 12	SMALL NECESSITIES LEAVE ACT .....	17
ARTICLE 13	WORKER'S COMPENSATION.....	17
ARTICLE 14	LEAVE OF ABSENCE WITHOUT PAY.....	18
ARTICLE 15	ABSENCE WITHOUT LEAVE .....	18
ARTICLE 16	JURY DUTY .....	18
ARTICLE 17	BEREAVEMENT LEAVE.....	19
ARTICLE 18	LONGEVITY .....	19
ARTICLE 19	GROUP HEALTH INSURANCE.....	19
ARTICLE 20	CIVIL SERVICE LAW .....	20
ARTICLE 21	GREIVANCE PROCEDURE .....	21
ARTICLE 22	MEETING WITH THE ASSOCIATION.....	23
ARTICLE 23	ATTENDANCE AT EDUCATIONAL SEMINARS.....	24
ARTICLE 24	MATERNITY LEAVE .....	24
ARTICLE 25	VACANCIES AND PROMOTIONS.....	25
ARTICLE 26	REDUCTION IN FORCE.....	26
ARTICLE 27	AGENCY SERVICE FEE.....	27
ARTICLE 28	SICK LEAVE BANK.....	28
ARTICLE 29	PERFORMANACE EVALUATIONS .....	29
ARTICLE 30	DEDUCTIONS FOR ASSOCIATION DUES .....	29
ARTICLE 31	SEXUAL HARASSMENT POLICY.....	30
ARTICLE 32	SCOPE OF AGREEMENT.....	30
ARTICLE 33	DURATION .....	31
APPENDIX A	WAGE SCHEDULE	

## AGREEMENT

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of March, 2019, by and between the City of Attleboro, Commonwealth of Massachusetts, hereinafter referred to as the "City", and the Attleboro Municipal Clerks Association, Massachusetts District Laborers Council, Local 1144, hereinafter referred to as the "Association".

## WITNESSETH:

WHEREAS, the City and the Association entered into a collective bargaining Agreement covering the period from July 1, 2014, through June 30, 2017 with respect to the wages, hours of work and other conditions of employment of the employees represented by the Association; and

WHEREAS, said Agreement terminated on June 30, 2017 and the City and the Association desire to enter into a new Agreement covering the period from July 1, 2017 through June 30, 2020 with respect to the wages, hours and other conditions of employment of said employees.

NOW, THEREFORE, it is mutually agreed between the City and the Association as follows:

## ARTICLE I

### RECOGNITION

The City recognizes the Association for the purposes of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising there under as the exclusive bargaining agent and representative of all full-time and part-time clerical employees employed by the City, except those specifically excluded herein, and of all full-time and part-time telephone operators employed by the City. The positions of Executive Secretary to the Mayor, Legal Secretary, Administrative Assistant to the Municipal Council, Assistant City Clerk, Personnel Administrator and other clerical employees employed only in the Personnel Office, and all clerical employees of the School Department are excluded from this bargaining unit. Part-time employees shall include only those employees who work a regularly scheduled workweek of at least twenty (20) hours. Employees who do not work a regularly scheduled workweek of at least twenty (20) hours, and employees who are employed on a temporary or seasonal basis shall not be included in this bargaining unit. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

## ARTICLE II

### MANAGEMENT RIGHTS

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts, that the Mayor and the Department Heads have the exclusive rights, responsibility, and final authority for establishing the policies for the control, direction, and management of the City. Therefore, it is understood and agreed that this Agreement concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives and authority not expressly abridged or modified by the Agreement to the City.

2. Both parties recognize the right of the Union to represent and bargain collectively for the employees of the City who are covered by this Agreement.

3. Both parties recognize that the Mayor and the Department Heads shall at all times retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the department, to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons to maintain the efficiency of the operations entrusted to them, to determine the methods, means, and personnel by which such operations are to be conducted, to determine the mission of the City, and the taking of all necessary actions to carry out its mission in emergencies.

4. Both parties agree that it is their responsibility to abide by the terms of the Agreement for its duration.

## ARTICLE III

### NO STRIKES

Section 1. A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her abstinence in whole or in part from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining Agreement between the City and the Association expiring immediately preceding the alleged strike.

Section 2. The Association shall not engage in a strike, and no said employee of the Association shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by said employees.

Section 3. No compensation shall be paid by the City to any employee with respect to any day or part thereof when such employee is engaged in a strike against the City.

Section 4. Any employee who engages in a strike shall be subject to discipline and discharge proceedings by the City.

#### ARTICLE IV

##### HOURS OF DUTY

Section 1. The administrative workweek for the employees covered by this Agreement shall be Sunday through Saturday. The regular workweek of full-time clerical employees and telephone operators shall consist of thirty-five (35) hours, scheduled over five (5) consecutive seven (7) hour days, exclusive of the lunch period, Monday through Friday. The regular workweek of part-time employees shall be determined and fixed by the City.

Section 2. The starting and ending times of the daily work schedules shall be determined and fixed by the City, and such schedules may be changed from time to time to meet changing conditions of operations. Employees with documented medical conditions or disabilities shall be given reasonable break time during the day or other accommodation as needed and agreed to with their supervisor to attend to their medical concerns.

#### ARTICLE V

##### OVERTIME

Section 1. If an employee shall be required to be on duty in an administrative workweek in excess of his /her regular workweek of thirty-five (35) hours, he/she shall be paid for such period of overtime duty at the rate of one and one-half (1 1/2) times his/her regular hourly rate of compensation. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status, including holiday pay and hours of absence on annual leave and on sick leave. The employee may, at his/her option, elect to be granted compensatory time off for the overtime hours worked. The compensatory time shall be earned at the rate of one and one-half (1 1/2) times each overtime hour worked. An employee may not accumulate more than twenty-one (21) hours of compensatory time. Compensatory time shall be used within thirty (30) days of when it is earned.

Section 2. In the event an employee is called back to duty after he/she has completed his/her regular tour of duty and left his/her place of employment and before the beginning of his/her next regular workday he/she shall be provided with not less than four (4) hours of pay at the rate of one and one-half (1 1/2) times his/her regular hourly rate of compensation. In the event an employee is called in to work on one (1) or both of his/her scheduled days off, he/she shall be provided for each such day with not less than four (4) hours of work or four (4) hours of pay at the rate of one and one-half (1 1/2) times his/her regular hourly rate of compensation

Section 3. Overtime work shall be required only when necessary operations cannot be performed by on duty employees during their regular workweek. Overtime work shall be distributed on an equitable basis among employees qualified to do the work.

## ARTICLE VI

### WAGES

Section 1. The compensation of each employee shall be determined in accordance with and shall conform to the wage schedules and rates of compensation and the effective dates thereof set forth in Appendix A, which is attached hereto.

Section 2. A new employee, except as is otherwise provided herein, shall be paid at the minimum rate of the schedule for the position in which he/she is employed. A new employee, who has previously been employed by the City in a position which is included in the bargaining unit, may be credited with all years of his/her said previous experience with the City and may be placed at the proper step on the wage schedule for the position in which he/she is employed in accordance with the number of years of his/her said experience. In addition, the City may appoint a new employee at a step rate of the salary schedule which is higher than the minimum rate of pay for the position in which he/she is to be employed when the qualifications of such employee warrant his/her employment at such higher rate of pay. . Whenever a new employee is employed as herein provided for at a step rate of the wage schedule which is higher than the minimum rate, the compensation of each employee, who is then employed in the same job classification in the same Department at a lower rate of pay than that of the new employee and whose qualifications are determined by the City to be comparable to that of the new employee, shall be increased to that of the new employee.

Section 3. Each employee employed shall be placed at the proper step on the wage schedule for the position in which he/she is employed in accordance with the number of years of his/her continuous employment in such position by the City. Each such employee shall receive a step increase to the next higher rate within his/her wage schedule upon the completion of fifty-two (52) workweeks of creditable service as defined in Section 4 next below, provided her work performance during said period shall have been satisfactory.

Section 4. Service which is creditable in the computation of said fifty-two (52) workweeks required before an employee is eligible for a step increase shall include the following:

- a. Continuous full-time or part-time paid employment, including periods of annual, sick or other leave with pay.
- b. Leave without pay or other periods of absence in a non-pay status not to exceed in total

the equivalent of thirty (30) workdays within said fifty-two (52) week period. If at the end of said fifty-two (52) week period the total of an employee's leave without pay or other absence in a non-pay status is in excess of said thirty (30) workdays, he/she must serve in a pay status a number of days equal to the number of days of leave without pay or other absence in a non-pay status in excess of thirty (30) workdays in order to meet the length of service requirements for a step Increase.

- c. Active military service when otherwise creditable service was interrupted.

Section 5. Step increases shall be made effective at the beginning' of the next pay period following the completion of the required waiting period.

Section 6. In the event an employee, who has not attained the maximum step of the wage schedule for his/her position, is promoted from such position to another position in the bargaining unit, he/she shall be placed at the step on the wage schedule for the position to which he/she is being promoted which provides him with an increase in compensation which is not less than the amount of the next step increase to which he/she would have been entitled had he/she remained in the position from which he/she was promoted. In the event an employee, who has attained the maximum step of the wage schedule for his/her position, is promoted from such position to another position in the bargaining unit, he/she shall be placed at the step on the wage schedule for the position to which he/she is being promoted which provides him with an increase in compensation which is not less than the amount of his /her last step increase.

Section 7. Effective July 1, 2015 step one of each pay grade shall be eliminated across the pay scale. Employees who are on step one on that date shall be moved to the old step 2 which will become the new step one. No one except those employees on the old step 1 shall receive a pay increase as a result of the operation of this paragraph.

Each step on each grade shall be moved back one step such that the old step 3 becomes the new step two, the old step 4 becomes the new step 3, etc, such that the old maximum step, step 9, becomes the new step 8. Employees shall stay at the dollar amount they are receiving at the time of the renumbering and shall not receive an increase in pay by virtue of their current step being renumbered.

After the steps are renumbered, a new maximum step, step 9, shall be created which shall be 3% higher than the new step 8. Employees who have been at the new step 8 for more than one year, shall move to the new step 9 on July 1, 2015.

Effective July 1, 2018, a new salary schedule for bargaining unit members hired after July 1, 2018 will be in effect (See Appendix A). The new schedules' first and last steps shall be consistent with the pre-July 1, 2018, grandfathered schedules' first and last steps. However, the amount of steps shall be increased from nine to eleven, with commensurate percentage increases between each step.

Section 8. The weekly rate of compensation of each employee shall be equal to his/her annual rate of compensation divided by fifty-two (52). The hourly rate of compensation of each employee shall be equal to his/her weekly rate of compensation divided by the number of hours in his/her regular work week.

Section 9. An employee who is assigned on a temporary basis for a period of more than five (5) consecutive workdays, excluding any such assignment made to fill in for an employee who is on annual leave, to perform the duties and responsibilities of a person in the bargaining unit having a higher rate of compensation, shall receive retroactively to the first day of his/her assuming such duties and responsibilities the compensation he/she would have received had he/she been promoted to such position and shall continue to receive such compensation until he/she is relieved of such duties and responsibilities.

## ARTICLE VII

### HOLIDAYS

Section 1. The following days shall be considered holidays: The first day of January, Martin Luther King's Birthday, the third Monday in February, the third Monday in April, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, and Christmas Day.

Section 2. Each permanent and provisional employee whose presence on duty is not required to maintain essential services shall be excused from duty on said holidays and shall receive holiday pay at his/her regular hourly straight time rate for a number of hours equal to his/her regular daily work schedule. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on his/her holiday. Accordingly, an employee who is on annual leave or sick leave on any of the aforementioned holidays shall not be charged such leave, but shall receive holiday pay in lieu thereof.

Section 3. Each such employee required to work on a holiday shall be paid, in addition to the holiday pay to which he/she is entitled as set forth in Section 2 above, his/her regular hourly straight time rate for each hour worked not to exceed the number of hours in his/her regular daily work schedule.

Section 4. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When an employee's scheduled non-work day falls on a day observed as a holiday, his/her scheduled workday proceeding the holiday shall be designated as that employee's holiday.



Section 5. To be eligible for holiday pay, an employee must be in a pay status on his/her scheduled workday immediately prior to and his/her scheduled workday immediately after the holiday.

Section 6. The City will determine the number and categories of employees needed for holiday work. An employee who is scheduled to work on a holiday and who does not report for work on said day shall not receive holiday pay but shall be charged as being absent without leave unless such absence is based on an extreme emergency situation and is excused by the City.

## ARTICLE VIII

### ANNUAL LEAVE

Section 1. Annual leave with pay will be granted in accordance with the provisions of this Article to each permanent and provisional employee commensurate with the length of his/her service, as hereinafter defined, with the City.

Section 2. Annual leave is provided and is to be used to permit each such employee to have an annual vacation period of extended leave and to provide for absences for shorter periods of time for personal and emergency purposes.

Section 3. The term "leave year" as used in this Agreement shall mean the year beginning on the first day of the first full weekly pay period in a calendar year and ending the day before the beginning of the first full weekly pay period in the following calendar year.

Section 4. Service which is creditable in determining an employee's entitlement to annual leave shall include all periods of service with the City in a position which is included in this bargaining unit and all periods of service with the City as a permanent or provisional employee which have not been interrupted by a break in service for a period of two (2) years or more. No credit for prior service shall be allowed in the case of an employee whose employment or reinstatement occurs after a separation of two (2) years or more.

Section 5. Employees shall accrue annual leave as follows:

- a. An employee with less than one (1) year of service with the City shall earn one (1) hour of annual leave for each twenty-eight (28) hours in a pay status, exclusive of overtime, subject, however, to a maximum of sixty-three (63) hours in anyone (1) leave year.
- b. An employee with one (1) year but less than five (5) years of service with the City shall earn one (1) hour of annual leave for each eighteen (18) hours in a pay status, exclusive of overtime, subject, however, to a maximum of ninety-eight (98) hours in anyone (1) year.

- c. An employee with five (5) years but less than fifteen (15) years of service with the City shall earn one (1) hour of annual leave for each thirteen (13) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred thirty-three (133) hours in anyone (1) leave year.
- d. An employee with fifteen (15) years but less than twenty (20) years of service with the City shall earn one (1) hour of annual leave for each ten (10) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred sixty-eight (168) hours in anyone (1) leave year.
- e. An employee with twenty (20) or more years of service with the City shall earn one (1) hour of annual leave for each eight (8) hours in a pay status, exclusive of overtime, subject, however, to a maximum of two hundred three (203) hours in anyone (1) leave year.
- f. Notwithstanding the provisions of paragraphs a, b, c, d and e immediately above, no reductions in annual leave accruals will be made for hours of absence without pay of an employee until and unless the aggregate number of hours of absence without pay of such employee in anyone (1) leave year totals or exceeds thirty-five (35) hours. When the aggregate number of hours of absence without pay of an employee totals or exceeds thirty-five (35) hours in anyone (1) leave year, then reductions in annual leave accruals of one (1) hour will be made for each such thirty-five (35) hour period and multiples thereof. Such periods of absence without pay shall include only those absences which occur on days when an employee is scheduled to be in a duty or pay status.
- g. The minimum charge of annual leave shall be one half (1/2) hour. Charges for annual leave in excess of one half (1/2) hour shall be in multiples of one half (1/2) hour.
- h. A change in the rate of accrual of annual leave by an employee under the provisions of this Section 5 shall take effect at the beginning of the pay period after the pay period in which the employee completed the prescribed period of service.

Section 6. Notwithstanding the provisions of Section 5 of this Article, an employee, except the employee who is reemployed or reinstated by the City after a break in service of less than two (2) years, shall be entitled to annual leave only after being currently employed by the City for a continuous period of one hundred eighty (180) days, whichever is longer. After completing said one hundred eighty (180) day period, the employee shall be entitled to be credited with the annual leave that would have accrued to him during such period under said Section 5, except for the provisions of this Section 6. The said one hundred eighty (180) day period shall include both workdays and non-work days.

Section 7. Annual leave which is not used by an employee shall accumulate for use in succeeding years until it totals not more than seventy (70) hours at the beginning of the first full weekly pay period in the calendar year. Annual leave which is accrued to an employee's credit in

excess of said seventy (70) hours at the beginning of said first full weekly pay period shall be forfeited.

Section 8. An employee who has unused annual leave to his/her credit at the time his/her employment with the City is terminated shall be paid in a lump-sum for such leave at his/her current hourly rate of compensation.

Section 9. The appropriate Department Head, or his/her designee or designees, is authorized to approve requests for annual leave. The persons authorized to approve annual leave shall determine when and in what amount an employee may be granted annual leave. Equitable and considerate treatment of all employees as well as work requirements will be the determining factors in the granting of annual leave. Employees shall be afforded the opportunity to use their annual leave to avoid leave forfeitures. Annual leave must be requested in advance, except when unusual or unforeseen circumstances prevent the employee from making the request in advance. Under such circumstances, the employee shall notify the person authorized to approve his/her leave of the reason for his/her absence before or at the beginning of his/her scheduled tour of duty.

Section 10. Annual leave may in unusual and deserving cases be advanced in the discretion of the appropriate Department Head to an employee at any time during a leave year, except in the case of an employee who has not completed the qualifying period of one hundred eighty (180) days provided for in Section 6 of this Article. Any such advance shall not exceed the amount of annual leave the employee is entitled to earn in the leave year. Advanced annual leave will not be granted if it is known in advance or there is reason to believe that the employee is not expected to return to duty. All credits of annual leave which become due while there is an outstanding debit of annual leave must be applied to the debit. If the employment of an employee who has been advanced annual leave shall be terminated before the full amount of such advanced annual leave shall be earned, the employee shall refund to the City the amount of compensation owed for any unearned advanced leave.

Section 11. Each Employee in the Union will be entitled to one (1) personal day in each calendar year. Effective January 1, 2013, personal days shall run on the calendar year, the same as annual leave. Employees in departments where personal days have been calculated on the fiscal year shall receive one personal day on July 1, 2012 which must be used by December 31, 2012. Employees shall receive one personal day on January 1, 2013 for calendar year 2013 and each calendar year thereafter. Personal days must be used in the year they are earned and may not be carried over to a subsequent year. Personal days may be taken in one hour increments, subject to the operating needs of the department. The parties agree that said personal day shall be available only at such times as its use does not require the Employer to incur any overtime expense.

## ARTICLE IX

## SICK LEAVE

Section 1. Sick leave with pay will be granted in accordance with the provisions of this Article to each said permanent and provisional employee when the employee:

- a. Is incapacitated for the performance of his/her duties by sickness or injury, except any sickness or injury resulting in whole or in part from the voluntary use of intoxicating liquor, drugs or narcotics, any injury which is self-inflicted, and any injury which is incurred in gainful employment or self-employment other than as an employee of the City;
- b. Received medical, dental or optical examination or treatment;
- c. Is required to give care and attendance to his/her spouse, child, parent or other member of his/her immediate household who is afflicted with a contagious disease or a serious illness;
- d. Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious disease.

Section 2. Each such employee shall accrue one (1) hour of sick leave for each seventeen (17) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred five (105) hours in anyone (1) leave year.

Section 3. Notwithstanding the provisions of Section 2 of this Article, no reductions in sick leave accruals will be made for hours of absence without pay of an employee until and unless the aggregate number of hours of absence without pay of such employee in anyone (1) leave year totals or exceeds thirty-five (35) hours. When the aggregate number of hours of absence without pay of an employee totals or exceeds thirty-five (35) hours in anyone (1) leave year, then reductions in sick leave accruals of one (1) hour will be made for each such thirty-five (35) hour period and multiples thereof. Such periods of absence without pay shall include only those absences which occur on days when an employee is scheduled to be in a duty or pay status.

Section 4. Sick leave which is not used by an employee shall accumulate for use in succeeding years until it totals not more than one thousand two hundred and fifty (1,250) hours at the beginning of the first full weekly pay period in the calendar year. Sick leave which is accrued to an employee's credit in excess of said one thousand two hundred fifty (1,250) hours at the beginning of said first full weekly pay period in the calendar year shall not be forfeited if the employee is a member of the sick leave bank and directs those hours to be donated to the sick leave bank. An employee who has unused sick leave to his/her credit at the time his/her employment with the City is terminated shall not be paid for such leave.

Section 5. Notwithstanding the provisions of Section 2 of this Article, an employee, except the employee who is reemployed or reinstated after a break in service of less than two (2)

years, shall be entitled to sick leave only after being currently employed by the City for a continuous period of one hundred eighty (180) days. After completing said one hundred eighty (180) day period, the employee shall be entitled to be credited with the sick leave that would have accrued to him during such period under said Section L except for the provisions of this Section 5. The said one hundred eighty (180) day qualifying period shall include both workdays and non-work days.

Section 6. Sick leave may in the discretion of the Superintendent of each said Department be advanced to an employee up to a maximum of one hundred five (105) hours in excess of the amount which shall have accrued to his/her credit. Advanced sick leave will not be granted if it is known in advance or there is reason to believe that the employee is not expected to return to duty. A request for advanced sick leave must be supported by a medical certificate. All credits of sick leave which become due while there is an outstanding debit of sick leave must be applied to the debit. If the employment of an employee who has been advanced sick leave shall be terminated before the full amount of such advanced sick leave shall be earned, the employee shall refund to the City the amount of compensation owed for any unearned sick leave. Annual leave may be substituted for advanced sick leave so as to liquidate any such indebtedness to the City.

Section 7. The appropriate Department Head, or his/her designee or designees, is authorized to approve or disapprove requests for sick leave. "The minimum charge for sick leave shall be to on half (1/2) hour. Charges for sick leave in excess one half (1/2) hour shall be in multiples on one half (1/2)."

Section 8. An employee who is absent from duty on account of sickness or injury shall notify the person authorized to approve sick leave of the reason for his/her absence before or at the beginning of his/her scheduled tour of duty. Employees who fail to notify the department of their absence will be subject to the provisions of Article IX, barring extenuating circumstances. Upon his/her return to duty the employee will sign a form certifying that his/her absence from work was due to one (1) of the reasons specified in Section 1 of this Article. Sick leave not in excess of five (5) consecutive days will ordinarily be approved without a medical certificate from the employee's attending physician. However, in those cases that indicate excessive absence on account of sickness or where there appears to be an abuse of the sick leave privilege, a medical certificate may be required for any absence attributable to sickness. Absences on sick leave in excess of five (5) consecutive days must be supported by a medical certificate. Employees, who fail to provide a medical certificate after having been so requested, will not be granted sick leave and will not be paid for their absence. The City may request that an employee be examined by a physician designated by the City to determine whether he/she is incapacitated for the performance of his/her duties by sickness or injury. The cost of such examination shall be paid for by the City. In those cases where an employee's request for sick leave is not approved, his/her absence shall be considered to be unauthorized, and he/she shall receive no pay for the period of such absence.

Section 9. Employees who have more than six unexcused absences (absence for purpose of this paragraph shall mean a period of absence, not a day) in a six month period may be required by their department head to provide medical justification for every absence due to illness or injury in order to receive sick leave pay for subsequent absences. Failure to provide such documentation will result in the employee being carried in a no-pay status. Employees must go six months without any unexcused absences to have this requirement removed. Employees may also be required to provide medical justification for "patterned" absences.

Employees who have more than 8 unexcused absences (absence for purpose of this paragraph shall mean a period of absence, not a day) during a 12 month period shall be considered to have excessive absenteeism and shall be subject to progressive discipline up to and including termination. Employees, who feign illness or make false statements concerning an absence or illness, will be subject to just cause disciplinary measures up to and including termination.

Section 10. Employees with medical issues requiring reasonable accommodation will be granted such accommodation upon presentation of medical necessity from their physician, to include adjustment and/or additional breaks if necessary and determined to be reasonable by the City.

Section 11. An employee, who retires under the City of Attleboro Contributory Retirement System, shall receive at the time of his retirement, a lump-sum payment determined by multiplying the total number of accumulated sick leave days, up to 1,050 hours, to his credit at the time of his retirement by sixty (\$60.00) dollars. For the purposes of this Section, a sick leave day shall consist of seven (7) hours.

Section 12. In the event a tenured employee, as defined in Chapter 31 of the Massachusetts General Laws, shall die while in the employ of the City, there shall be paid to his designated beneficiary or to his estate, as the case may be a lump-sum payment determined by multiplying the total number of accumulated sick leave days to his credit, up to 1,050 hours, at the time of his death by sixty (\$60.00) dollars. For the purposes of this Section, a sick leave day shall consist of seven (7) hours.

## ARTICLE X

### LIGHT DUTY

Members of the bargaining unit shall be eligible for temporary light duty assignments regardless of whether they are absent from duty due to personal illness or a work-related injury.

To be eligible for light duty an employee must be able to perform some or all of his/her regular duties on either a full or part time basis, or be able to perform a specific light duty assignment developed by the head of the his/her department.

To be eligible for light duty an employee must submit a note from his/her treating physician stating that the employee is able to perform light duty and any specific requirements concerning the employee ability to perform or inability to perform certain tasks.

If a department head believes an employee may be ready to return to work on a regular or light duty basis, he/she may contact the employee about returning to work. If the employee declines to return to work, the department head may require the employee to be examined by the City physician, or another physician designated by the City, for an evaluation for fitness for duty, at the City's expense. If the City physician finds the employee fit for full or light duty, the employee shall immediately return to work in full or light duty capacity, unless he/she provides a note from his/her treating physician disagreeing with the finding of the City physician. Both the City physician and the employee's physician shall be provided with a copy of the employee's job description and a description of any proposed light duty assignment.

The employee's physician shall be afforded full opportunity to consult with the City's physician as to the employee's fitness to perform a light duty assignment or return to full duty. If the employee's physician and the City physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both who, at the City's expense, shall examine the employee and render a written medical opinion as to the employee's fitness, copies of which shall be transmitted by the employee to both the City physician and the employee's own physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by the employee and the City.

Pending receipt of such opinion, the City shall not require the employee to return to duty and shall continue to fully compensate him/her on worker's compensation or sick leave for time lost due to any such absence, assuming the employee is otherwise eligible for said benefits.

If the third physician determines that the employee is not fit to return to full or light duty, the employee shall be continued on sick leave or worker's compensation benefits assuming he/she is otherwise eligible for said benefits.

If the third physician determines that the employee is fit to return to full duty or fit to return to limited duty, or that the employee's current disability is not related to the injury, the employee shall no longer be continued on paid leave, subjects to the provisions of M.G.L. chapter 152.

The opinion of the third physician shall be final and binding on the parties. His/her determination shall not be subject to the grievance /arbitration provisions of this Agreement.

#### ARTICLE XI

## FAMILY MEDICAL LEAVE ACT

1. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the City agrees to apply the provisions of the FMLA to all employees in the bargaining unit who have been employed, full-time, for twelve (12) months.

2. The City agrees that each eligible employee is entitled to take up to twelve (12) weeks of leave per fiscal year, but in no event shall an employee take a continuous leave of more than twelve (12) weeks in a calendar year.

3. Eligible employees are entitled up to twelve (12) weeks of FMLA leave for one or more of the following reasons:

- a) The birth of an employee's child;
- b) The placement of a child with an employee for adoption or foster care;
- c) The need to care for the employee's child, spouse, parent, or parent-in-law who has a "serious health condition;"
- d) The employee's "serious health condition" which renders the employee unable to perform his or her job.

A leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement of the child. "Serious health conditions" shall include, but is not limited to, heart attacks, strokes, cancer, severe respiratory conditions, back conditions requiring surgery or extensive therapy, severe arthritis, pneumonia, appendicitis, nervous disorders, and complications or illnesses related to pregnancy. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular activities that also involves continuing treatment by or under the supervision of a health care provider



- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or
- prenatal care.

Leave may be taken on an intermittent basis when medically necessary or when agreed to by the City and the employee.

4. During such leave, an employee will be paid any sick leave, vacation, emergency, and personal leave benefits accrued as of the beginning of such leave. These benefits shall continue to accrue for so long as the employee is on the City's payroll. Once these benefits have been exhausted, the remainder of the leave shall be unpaid. An employee's seniority shall continue to accrue until the end of the leave.

5. If the need for FMLA leave is foreseeable, an employee shall notify the City of her or his intention to take such leave thirty (30) calendar days prior to the commencement of such leave. Where the need for FMLA leave is not foreseeable, the employee should give the City notice as soon as is practicable. The employee must also provide medical certifications supporting the need for leave due to a serious health condition.

6. During FMLA leave, an employee shall be provided with continued health insurance benefits as long as the employee continues to pay the same contribution rate as paid by the employee prior to leave. In the event the employee fails to return to work at the end of the leave, the City retains the right to recover the health insurance premiums the City paid to maintain the employee's health insurance during the leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA or is due to other circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave; or the employee is a "key employee" who decides not to return to work upon being notified of the employer's intention to deny restoration because of substantial and grievous economic injury to the employer's operations and is not reinstated by the employer.

7. The City retains the right to require that a request for leave be supported by medical certification issued by a health care provider. "Health Care Providers" should be those professionals listed in the FMLA. The City also reserves the right, in good faith, to require that the employee obtain a second medical opinion by a health care provider designated by the City, so long as such provider is not employed on a regular basis by the City, with the exception of the City doctor. The expense of the second opinion shall be borne by the City, unless the employee's medical insurance would cover such expense. If

the first and second opinions differ, the City may require the employee to obtain medical certification from a third health care provider, to be designated or approved jointly by the City and the employee. If the City does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the City will be bound by the first certification. If the employee does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the employee will be bound by the second certification. The third medical opinion shall be binding, provided that the third health care provider has reviewed the first and second certifications, along with each parties' written reasons for not accepting the prior certification.

8. Where an employee has taken FMLA leave because of his or her own serious health condition, the City may require, as a condition for returning to work, fitness for duty certification from the employee's health care provider with regard to the particular health condition that caused the employee's leave.

9. An employee who returns to work at the end of FMLA leave shall be restored to the same position or an equivalent position with the same pay, benefits and working conditions, unless the employee is a "key" employee or would have been laid off or otherwise terminated during the employee's leave. If an employee on FMLA leave would have been laid off or otherwise had his or her position terminated during the leave period, then the City will not be required to reinstate the employee at the end of the leave; provided, however, that such employee shall retain any bumping rights he or she may have under this Agreement. A key employee is a salaried employee and among the highest paid ten percent (10%) of employees employed by the City.

10. The City may deny job restoration to a key employee taking FMLA leave in order to prevent substantial and grievous economic injury to the City. To exercise this option, the City must notify the key employee in writing at the time FMLA leave is requested that the employee is a key employee. If the City later decides to deny job restoration to the key employee, the employee must be provided with written notice explaining the reasons for the decision. The employee must also be given a reasonable opportunity to return to work after this notice. A key employee who does not return to work after receiving such notice retains all of his or her FMLA rights until the conclusion of the leave. At the conclusion of his or her FMLA leave, the key employee remains entitled to request reinstatement. The City must then determine whether there will be substantial and grievous economic injury from reinstatement and notify the employee in writing if reinstatement is denied.

11. In the event both spouses are employed by the City and are eligible employees, they are jointly entitled to a combined total of twelve (12) work weeks of FMLA leave if the leave is taken:

- (1) for the birth of a son or daughter or to care for the child after birth,
- (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or

- (3) to care for a parent (but not a parent "in-law") with a serious health condition.

12. Any violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator may look to the provisions of the FMLA in fashioning his or her decision and award.

## ARTICLE XII

### SMALL NECESSITIES LEAVE ACT

Under the Small Necessities Leave Act ("SNLA"), employees who have been employed by City of Attleboro for at least twelve (12) months and have worked at least 1,250 hours for the City during the previous twelve (12) month period are eligible for twenty-four (24) hours of leave during the rolling 12 month period measured backward from the employee's last use of SNLA leave for the following purposes:

- (1) To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school (this does not include interviewing at colleges or universities);

- (2) To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or

- (3) To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

SNLA leave is unpaid leave; however, an employee will be required to use any accrued vacation time while on SNLA leave. The City will designate leave taken for SNLA qualifying reasons as SNLA leave and will deduct that time from employees' twenty-four (24) hour statutory leave entitlement.

Employees taking SNLA leave must provide seven (7) days notice if the reason for the leave is foreseeable, and must provide as much notice as practicable if the reason for the leave is unforeseeable. Employees taking SNLA leave must submit a certification form to their supervisor within three (3) days of the leave. The certification form may be obtained from the Personnel Director.

## ARTICLE XIII

### WORKERS' COMPENSATION

Section 1 All said employees shall be covered by the Massachusetts Workers' Compensation Act, and, accordingly, shall be entitled to the benefits and be subject to

the provisions of Chapter 152 of the General Laws.

Section 2. An employee who is unable to work because of an occupational injury, which is incurred in the course of his/her employment by the City and which is compensable under said Workers' Compensation Act, shall, upon the written request to his/her Department Head, receive as a charge against his/her accrued sick leave the difference between his/her current wages and the amount he/she receives as workers' compensation.

#### ARTICLE XIV

##### LEAVE OF ABSENCE WITHOUT PAY

Section 1. An employee may be granted by the Mayor a leave of absence without pay for a period not to exceed three (3) months in any period of twelve (12) consecutive months. Requests for such leaves of absence shall be submitted to the Mayor through the Department Head and shall contain a detailed statement of the reasons for the request.

Section 2. The provisions of Massachusetts General Laws, Chapter 31, Section 37, shall be followed in approving leaves of absence without pay for periods in excess of three (3) months, in reinstating employees at the end of the period of approved absence, and in terminating the employment of an employee who does not return to duty at the end of the period of approved absence.

#### ARTICLE XV

##### ABSENCE WITHOUT LEAVE

Section 1. When an employee is absent from duty without authorization he/she will be charged as being absent without leave and will receive no pay for the period of such absence, barring extenuating circumstances.

Section 2. In addition to receiving no pay for a period of absence without leave, an employee may be subject to disciplinary action for such unauthorized absence.

#### ARTICLE XVI

##### JURY DUTY

An employee who is required to serve and does serve on jury duty shall be paid by the City the difference between the amount of compensation he/she receives for such jury duty and his/her regular compensation. To receive such compensation the employee must present to his/her Department Head evidence of the amount of compensation he/she received for jury duty.

## ARTICLE XVII

### BEREAVEMENT LEAVE

An employee may be granted, at the discretion of his/her Department Head, a leave of absence, without loss of pay, for a period not in excess of five (5) days in the event of the death of his/her spouse, child, or parent, and for a period not in excess of three (3) days in the event of the death of his/her brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-child or any other member of his/her immediate family. Immediate family shall be defined as any relative who resides in the employee's household. An employee may be granted a leave of absence, without loss of pay, for two days for the loss of the spouse's grandparent or grandchild, and one (1) day on the day of the funeral of his/her aunt, uncle, nephew or niece. An additional day may be granted at the discretion of the Department Head if the funeral is held more than two hundred (200) miles from the City.

## ARTICLE XVIII

### LONGEVITY PAY

Section 1. Effective July 1, 2018, an employee who completes the number of years indicated below of creditable service in the contributory retirement system shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service he has completed:

Seven (7) years	\$650
Ten (10) years	\$800
Fifteen (15) years	\$1000
Twenty (20) years	\$1300
Twenty-five (25) years	\$1500

Section 2: The longevity pay to which an employee is entitled shall be paid in a lump-sum payment in the first pay period next following the date on which he/she completes the number of years of service and shall continue to be so paid each year thereafter on the anniversary of such pay period.

## ARTICLE XIX

### GROUP HEALTH AND LIFE INSURANCE

Section I. The City of Attleboro will provide employees during the term of this Agreement with a group health insurance plan, including hospital, surgical and medical

benefits, and with a group dental plan which are substantially equivalent to that which is being provided on the effective day of this Agreement. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premium for said group health insurance plan excluding the group dental plan. The City shall pay fifty percent (50%) of the cost of the premium for the group dental plan. Effective July 1, 2009, the Master Health Plus plan shall be eliminated.

Dental deductions shall be taken over 48 weeks such that in months where there is a fifth pay week, no deduction will be taken.

Section 2. The City shall make available to employees, in accordance with the provisions of Section 16 of Chapter 32B of the Massachusetts General Laws, the services of certain health care organizations. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premiums for health care organizations.

Section 3. The City shall provide employees with group life insurance in the amount of two thousand dollars and group accidental and dismemberment insurance in the amount of two thousand dollars. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premium for such insurance.

Section 4. Any claims or disputes concerning eligibility for or payment of benefits under any of said insurance plans shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure provided for in this Agreement.

Section 5. The parties agree that the City may, upon written notice to the Union, re-open negotiations regarding Health Care Benefits for FY 2010 and/or FY 2011; provided, however, that if the City does so re-open, Wages will also be re-opened in that same Fiscal Year.

## ARTICLE XX

### CIVIL SERVICE LAW

The City and the Association agree and recognize that some employees covered by this Agreement are subject to the civil service law. Accordingly, the provisions of Chapter 31 of the Massachusetts General Laws and all rules and regulations promulgated by the Civil Service Commission there under shall, as they apply to said employees, be adhered to.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

Section 1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement.

Section 2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing his/her grievance informally under the grievance procedure and from having his/her grievance adjusted, without the intervention of the Association, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment and to state its views.

Section 3. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the City by the terms of this Agreement or which is, or upon proper appeal would be, within the jurisdiction of the Civil Service Commission shall not be the subject of a grievance hereunder.

Section 4. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

- a. LEVEL ONE. The aggrieved employee shall first present his/her grievance in writing to his/her immediate supervisor. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired. The immediate supervisor shall advise the aggrieved employee in writing of his/her decision with respect to the grievance within ten (10) working days after the grievance is presented.
- b. LEVEL TWO. If at the end of the ten (10) working days next following the presentation at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within ten (10) working days thereafter submit his/her grievance in writing to the Department Head. 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) working days after receipt of this written grievance the said Department Head shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. Within ten (10) working days after the conclusion of said meeting, the Department Head shall advise the aggrieved employee and the Association in writing of its decision concerning the grievance.
- c. LEVEL THREE. If at the end of twenty (20) working days next following the

presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within ten (10) working days thereafter submit his/her grievance in writing to the Mayor. Within ten (10) working days after receipt of the written grievance, the Mayor or his/her designated representative shall meet with the aggrieved employee and a representative or representatives of the Association in an effort to settle the grievance. The Mayor or his/her designated representative shall within ten (10) working days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of his/her or its decision, as the case may be, with respect to the grievance.

- d. LEVEL FOUR. If the Association is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) working days after said meeting between the Mayor or his/her designated representative, the Association and the aggrieved employee, the Association may, by giving written notice to the Mayor within ten (10) working days after the date of the decision of the Mayor or his/her designated representative in Level Three or within twenty (20) working days after said meeting with the Mayor or his/her designated representative if no decision has been rendered, present the grievance for arbitration. In such case, the following procedure will be followed:
- 1) The City and the Association shall forthwith submit the grievance to the State Board of Conciliation and Arbitration, or to such other Arbitration Tribunal as may be mutually agreed upon, for disposition in accordance with the applicable rules of said State Board of Conciliation and Arbitration or such other Arbitration Tribunal as may be selected.
  - 2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date of submission to him of the final statements and proofs.
  - 3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions which are submitted. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement which is at issue. The arbitrator shall be without power or authority make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to neither establish wages or other compensation, nor to alter, modify or change in any way the terms and provisions of this Agreement.
  - 4) The decision of the arbitrator shall be final and binding upon the City, the



Association and the aggrieved employee.

- 5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the City and the Association.

Section 5. If at the end of the twenty (20) working days next following the occurrence of any grievance or the date of first knowledge of its occurrence by the employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it at the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6. If, in the judgment of the Association, a grievance affects a group or class of employees the aggrieved employee or the Association may submit such grievance in writing directly to the Department Head and the processing of such grievance will begin at Level Two as set forth above. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 7. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Association and the City.

## ARTICLE XXII

### MEETINGS WITH ASSOCIATION

Section 1. The City agrees to meet and confer with officers of the Association at reasonable times during working hours on any questions or matters relative to the terms of this Agreement. Employees will be excused from the performance of their duties to attend any such meeting.

Section 2. For the purpose of collective bargaining the designated representative or representatives of the City and the designated representative or representatives of the Association shall meet at reasonable times and shall confer in good faith with respect to wages, hours and other conditions of employment, or the negotiation of an agreement, or any question arising there under, and shall execute a written contract incorporating any agreement reached. Whenever any such meeting is held during the working hours of any employee who is a representative of the Association, such employee shall be excused from the performance of his/her duties to attend such meetings, provided, however, that not more than three (3) employees will be so excused at anyone time.

## ARTICLE XXIII

### ATTENDANCE AT EDUCATIONAL SEMINARS

With the approval of the Mayor and his/her Department Head, an employee may attend specific educational seminars, workshops, conferences or courses on behalf of the City. In such cases, the City will reimburse employees for their reasonable actual expenses incurred for tuition fees, required books, and transportation, if such is required in connection with such attendance.

## ARTICLE XXIV

### MATERNITY LEAVE

Section 1. A leave of absence shall be granted for maternity purposes to female employees, who have completed their probationary period, on the terms and conditions set forth in this Article.

Section 2. The employee shall, no later than two (2) months prior to the date she desires her leave of absence to begin, make written request for such leave to her Department Head. Such request shall indicate the dates on which the employee desires her maternity leave to commence and to terminate and shall be accompanied by a written statement from her physician which provides his/her estimate of the delivery date and his/her evaluation of the employee's physical ability to continue to perform the full duties and responsibilities of her position. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of her Department Head."

Section 3. The employee shall agree not to return to duty any earlier than the termination date set forth in her written request without the approval of the Department Head unless the termination date is within eight (8) weeks after the commencement of the maternity leave. In no event shall the period of any maternity leave terminate any later than one (1) year from the date of its commencement.

Section 4. The employee may elect to use her accumulated sick leave during her period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.

Section 5. The employee must notify the Department Head in writing at least sixty (60) days prior to the termination of her maternity leave of her desire to return to duty and furnish him with a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities of her position. If the employee fails to notify the Department Head in writing within sixty (60) days prior to

the termination of such leave of her desire to return to duty or does furnish such notice and fails to return to duty at the termination of such leave, she shall be deemed to have resigned, and the obligation of the City to provide a position for her shall cease.

Section 6. All benefits to which the employee was entitled at the time her leave of absence commenced, including any unused sick leave, shall be restored to her upon her return to duty, and she shall be assigned to the same position which she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent position. The determination as to what constitutes a substantially equivalent position shall be made by the City in each case. The City shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of her maternity leave.

## ARTICLE XXV

### VACANCIES AND PROMOTIONS

Section 1. Written notice of all vacancies which shall occur in the bargaining unit shall be posted on a bulletin board in all employee-occupied municipal buildings, except for departmental promotions in Civil Service titles. The written notice shall indicate the duties, qualifications and rate of pay of the position and the date within which applications shall be filed with the Personnel Director. Such date shall not be less than seven (7) days from the date of the posting of the notice. In addition to the giving of such notice, the City may give notice of vacant positions and seek applicants in such other ways as it considers necessary.

Section 2. In filling vacancies for promotional positions, the City will give primary consideration to the applicant's qualifications for the position. Where, in the opinion of the City, the qualifications of applicants are substantially equal, preference will be given to employees of the City on the basis of their seniority as such employees. Promotional positions shall include all positions in the bargaining unit which afford an employee the opportunity to receive a higher rate of compensation. In filling vacancies for non-promotional positions, the City will give consideration to the desires of the applicant and to the needs of the City.

Section 3. In the event an employee, who has not attained the maximum step on the wage schedule for his position, is promoted from such position to another position in the bargaining unit, he shall be placed at the step on the wage schedule for the position to which he is being promoted which provides him with an increase in compensation which is not less than the amount of the next step increase to which he would have been entitled had he remained in the position from which he was promoted. In the event an employee, who has attained the maximum step of the wage schedule for his position, is promoted from such position to another position in the bargaining unit, he shall be placed at the

step on the wage schedule for the position to which he is being promoted which provides him with an increase in compensation which is not less than the amount of his last step increase.

## ARTICLE XXVI

### REDUCTION IN FORCE

Section 1. In the event that it becomes necessary for the City to reduce the number of employees in the bargaining unit because of budgetary limitations, reasons of economy, reorganization, or other similar reasons, the provisions of Chapter 31 of the General Laws will govern the layoff of civil service employees. The layoff of non-civil service employees will be governed by the procedures set forth in this Article.

Section 2. The City shall have the sole discretion in determining which position or positions or which type of positions are to be eliminated and in which Department they are to be eliminated. Part-time employees shall be laid off before any full-time employee is laid off.

Section 3. Employees shall be laid off in the order of their seniority as employees of the City, those with the least seniority to be laid off first. There will be no bumping from one Department to another Department and no bumping from one job classification to another, except as is provided herein. An employee, who is reached for reduction in force in his/her job classification, may bump an employee in a lower job classification in his/her Department, provided he/she is qualified to perform the duties of the lower job classification and has greater seniority than the employee who holds the position.

Section 4. Seniority as used herein shall mean an employee's continuous length of service in years, months and days in the employ of the City in this bargaining unit. Employees shall be credited for seniority purposes up to a maximum of one (1) year spent on any leave of absence provided for in this Agreement. In cases involving employees who have identical seniority, lots will be drawn by such employees to determine seniority.

Section 5. An employee who is to be laid off shall be given fifteen (15) days written notice of his/her proposed layoff.

Section 6. A full-time employee, who has been laid off or in lieu of being laid off has been reduced to a part-time position in the bargaining unit, shall be entitled to recall rights, in the inverse order of his/her layoff or reduction to a part-time position, as the case may be, to a full-time position for which he/she is qualified for a period of one (1) year, except as is otherwise provided herein, from the effective date of his/her layoff or reduction to a part-time position. A part-time employee, who has not been involuntarily reduced from a full-time to a part-time position and who has been laid off, shall be entitled to recall rights, in the inverse order of his/her layoff, to a part-time position for which he/she is qualified for a period of one (1) year, except as otherwise provided

herein, from the effective date of his/her layoff. If a full-time employee, who has been selected for reduction in staff, accepts a part-time position, such employee shall retain recall rights to the next available fulltime position.

Section 7. During the recall period, an employee will be notified by certified mail, addressed to his/her last address of record, of the City's intent to recall him/her. The employee must notify the Personnel Director, in writing, of his/her acceptance of an offer of recall within seven (7) days from the date of his/her receipt of said certified mail. An employee's failure to so notify the Personnel Director of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the one (1) year period of recall has not expired.

Section 8. To the extent allowed by law and the insurance carrier's policy, employees may continue, during the period they are eligible for recall, the group health and group life insurance, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the City Treasurer. In the event any such employee fails to make payment of said premium or refuses, any offer of recall to a full-time position, as the case may be, his/her option to continue such insurance shall terminate.

Section 9. An employee, who is reemployed by the City within said one (1) year period after the effective date of his/her layoff hereunder, shall have restored to him/her the unused sick leave he/she shall have accumulated at the time of his/her layoff.

Section 10. The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Section 1 hereof.

## ARTICLE XXVII

### AGENCY SERVICE FEE

Section 1. All employees, except those certified as members of the City by the Association, shall pay, on or after the thirtieth day following the beginning of their employment or the effective day of this Article, whichever is later, an agency service fee to the Association commensurate with the cost of collective bargaining and contract administration as determined by the Association. The amount of such agency service fee shall be certified annually to the City by the Association.

Section 2. The payment of such agency service fee shall not be a condition of employment, and the City shall have no responsibility to enforce or require its payment. The Association shall, however, have standing to pursue any and all remedies it may have at law to collect such fee.

Section 3. The Association shall indemnify and hold the City harmless from any

claims, damages or liability whatsoever arising out of or with respect to the collection or the attempted collection by the Association under the terms and provisions of this Article of an agency service fee from an employee.

Section 4. This Article shall become effective on the date of the execution of this Agreement.

## ARTICLE XXVIII

### SICK LEAVE BANK

Section 1. A sick leave bank is established, effective July 1, 1994, for the purpose of making additional sick leave days available to full-time employees who have been employed for three years, who have exhausted their entire sick leave accumulation, and who have a serious illness or injury. To be eligible for sick leave bank days, an employee must have accumulated beginning of his/her prolonged illness, thirty percent (30%) of the maximum accumulated sick leave days available to him/her since his/her employment, or thirty percent (30%) of the maximum accumulated sick leave available to him/her since his/her last prolonged illness, who have exhausted their entire sick leave accumulation, and who have a serious illness or injury. Any member employed before June 30, 2008 shall be grandfathered in under the previous contract, if they have not been employed for the three (3) year period required. Employees may join the bank at time of hire but will not be able to use time from the bank until they have been employed and participating for three years.

A serious illness or injury for the purpose of this Article shall be one which requires the employee's absence from work for more than ten (10) consecutive work days. Participation in the sick leave bank by employees shall be voluntary.

Section 2. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) persons, two (2) of such persons shall be designated by the City and the other two (2) persons shall be appointed by the Union from its membership.

Section 3. The sick leave bank will be initially funded by deducting one (1) sick leave day from the accrued or accumulated sick leave days of each full-time employee who has agreed to participate in the bank and contributing such days to the bank. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of sick leave days to be granted in each case. The balance of sick leave days in the bank shall be carried forward from year to year. An assessment of one (1) sick leave day shall be made as of July 1 of each year against the sick leave account of each employee who has agreed to participate in the bank. When the bank is depleted to twenty (20) sick leave days, and additional assessment of one (1) day of sick leave shall be made against the sick leave account of each member of the sick leave bank.

Section 4. Sick leave days will be made available only to a full-time employee who has been employed for three (3) years and is participating in the bank, who has exhausted all of his personal sick leave days, and who has been absent from work for a period often (10) consecutive work days because of a serious illness or injury. In determining whether a grant of sick leave will be made, the bank will take into consideration the employee's prior utilization of sick leave. The sick leave days granted by the bank will be retroactive to the first day of the employee's illness or injury. The initial grant of sick leave days from the bank shall not exceed thirty (30), after which the employee may apply for additional days. Notwithstanding the foregoing, it is agreed that not more than a total of sixty (60) sick leave days shall be granted from the sick leave bank to any employee during any one illness.

Section 5. With the exception of ten (10) days (70 hours) of carry-over annual leave permitted under Article VIII, Section 7, no member of the sick leave bank will be forced to use current annual leave days before he/she can request time from the sick leave bank.

Section 6. Requests for sick leave days from the bank shall be submitted in writing to the Sick Leave Bank Committee and shall include a written statement from the employee's physician indicating the nature and extent of the illness or injury and the estimated time that the employee will be absent from work. The decisions of the bank shall be final and shall not be subject to the Grievance Procedure.

## ARTICLE XXIX

### PERFORMANCE EVALUATION

All members of the bargaining unit shall be evaluated annually on their anniversary date by their supervisor.

## ARTICLE XXX

### DEDUCTIONS FOR ASSOCIATION DUES

Section 1. The City will, at the written request of an employee, made to his/her Department Head on a form approved by the City and the Association, make deductions from the compensation paid to the employee in such amount as the employee may specify for the payment of his/her dues to the Association.

Section 2. Any such authorization may be withdrawn by an employee by giving at least sixty (60) days' notice in writing of such withdrawal to his/her Department Head and by filing a copy thereof with the Treasurer of the Association.

## ARTICLE XXXI

### SEXUAL HARASSMENT POLICY

The City's Sexual Harassment Policy promulgated by the City in December 1996 is incorporated herein by reference.

## ARTICLE XXXII

### SCOPE OF AGREEMENT

Section 1. The City and the Association agree that during the term of this Agreement all matters and issues pertaining to the wages, hours and conditions of employment of the employees covered by this Agreement shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

Section 3. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the City and the Association.

Section 4. The failure by the City or the Association in one or more instances to observe or enforce any provision of this Agreement shall not be construed to be a waiver of said provision.

Section 5. In the event that any of the terms or provisions of this Agreement are in conflict with any municipal personnel ordinance, rule or regulation, or with any of the statutory provisions, or rules or regulations made there under, which are specifically set forth in Section 7 of said Chapter 150E, then the terms and provisions of this Agreement shall prevail.

Section 6. If any part of this Agreement or any provisions contained herein shall be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a Court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining provisions of this Agreement and they shall continue in full force and effect.



ARTICLE XXXIII

DURATION

Section 1. This Agreement shall take effect on July 1, 2017, and shall continue in effect to and including June 30, 2020, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the September first prior to the expiration of the contract year involved, either the City or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination.

Section 2. In the event notice is given of a desire to modify this Agreement, said notice shall specify the particular provisions of the Agreement a modification of which is desired. In addition, no later than September fifteenth the party requesting modification shall submit to the other party a written statement setting forth the specific nature of the proposed modification. Thereafter, the City and the Association will meet promptly to begin negotiations.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its Mayor, hereto duly authorized, and the Association has caused this Agreement to be signed in its name and behalf by its President, hereto duly authorized, on the day and year first above written.

CITY OF ATTLEBORO

By: Paul Heroux  
Paul Heroux, Mayor

ATTLEBORO MUNICIPAL CLERKS  
ASSOCIATION

3/18/19 By: Ma. Ann BM 1144

3/18/19 Emily C. Usiot

Grandfathered Clerks Salary Schedule 2017-2020										
<b>Current</b>										
<b>Grade 21</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	
	\$26,566.75	\$ 27,633.45	\$ 28,740.02	\$ 29,891.62	\$31,080.53	\$ 32,323.51	\$ 33,615.37	\$ 34,287.67	\$ 35,316.30	
1-Jul-17										
2%	\$27,098.09	\$ 28,186.12	\$ 29,314.82	\$ 30,489.45	\$31,702.14	\$ 32,969.98	\$ 34,287.68	\$ 34,973.42	\$ 36,022.63	
1-Jul-18										
2%	\$27,640.05	\$ 28,749.84	\$ 29,901.12	\$ 31,099.24	\$32,336.18	\$ 33,629.38	\$ 34,973.43	\$ 35,672.89	\$ 36,743.08	
1-Jul-19										
2%	\$28,192.85	\$ 29,324.84	\$ 30,499.14	\$ 31,721.23	\$32,982.91	\$ 34,301.97	\$ 35,672.90	\$ 36,386.35	\$ 37,477.94	
<b>Current</b>										
<b>Grade 23</b>										
	\$31,566.92	\$ 32,830.47	\$ 34,142.92	\$ 35,505.55	\$36,928.64	\$ 38,403.23	\$ 39,939.56	\$ 41,537.14	\$ 42,783.25	
1-Jul-17										
2%	\$32,198.26	\$ 33,487.08	\$ 34,825.78	\$ 36,215.66	\$37,667.21	\$ 39,171.29	\$ 40,738.35	\$ 42,367.88	\$ 43,638.92	
1-Jul-18										
2%	\$32,842.22	\$ 34,156.82	\$ 35,522.29	\$ 36,939.97	\$38,420.56	\$ 39,954.72	\$ 41,553.12	\$ 43,216.24	\$ 44,511.69	
1-Jul-19										
2%	\$33,499.07	\$ 34,839.96	\$ 36,232.74	\$ 37,678.77	\$39,188.97	\$ 40,753.81	\$ 42,384.18	\$ 44,079.55	\$ 45,401.93	
<b>Current</b>										
<b>Grade 24</b>										
	\$34,407.99	\$ 35,779.62	\$ 37,214.30	\$ 38,703.03	\$40,249.66	\$ 41,859.34	\$ 43,534.64	\$ 44,840.68	\$ 46,185.90	
1-Jul-17										
2%	\$35,096.15	\$ 36,495.21	\$ 37,958.59	\$ 39,477.09	\$41,054.65	\$ 42,696.53	\$ 44,405.33	\$ 45,737.49	\$ 47,109.62	
1-Jul-18										
2%	\$35,798.07	\$ 37,225.12	\$ 38,717.76	\$ 40,266.63	\$41,875.75	\$ 43,550.46	\$ 45,293.44	\$ 46,652.24	\$ 48,051.81	

[illegible]

[illegible]

1-Jul-17	2%	\$38,255.40	\$39,360.98	\$40,498.51	\$41,668.92	\$42,873.15	\$44,112.18	\$45,387.02	\$46,698.71	\$48,048.30	\$49,436.90	\$50,852.23
1-Jul-18	2%	\$39,020.50	\$40,148.20	\$41,308.48	\$42,502.29	\$43,730.61	\$44,994.43	\$46,294.76	\$47,632.68	\$49,009.27	\$50,425.64	\$51,869.28
1-Jul-19	2%	\$39,800.91	\$40,951.16	\$42,134.85	\$43,352.34	\$44,605.22	\$45,894.31	\$47,220.66	\$48,585.34	\$49,989.45	\$51,434.15	\$52,906.66
Current												
Grade 26		\$46,760.14	\$48,111.51	\$49,501.93	\$50,932.54	\$52,404.49	\$53,918.98	\$55,477.23	\$57,080.53	\$58,730.15	\$60,427.46	\$62,160.33
1-Jul-17	2%	\$47,695.34	\$49,073.74	\$50,491.97	\$51,951.19	\$53,452.58	\$54,997.36	\$56,586.78	\$58,222.14	\$59,904.76	\$61,636.00	\$63,403.54
1-Jul-18	2%	\$48,649.25	\$50,055.21	\$51,501.81	\$52,990.21	\$54,521.63	\$56,097.30	\$57,718.52	\$59,386.58	\$61,102.85	\$62,868.72	\$64,671.61
1-Jul-19	2%	\$49,622.23	\$51,056.32	\$52,531.84	\$54,050.02	\$55,612.06	\$57,219.25	\$58,872.89	\$60,574.31	\$62,324.91	\$64,126.10	\$65,965.04