

AGREEMENT

BETWEEN

CITY OF ATTLEBORO

AND

ATTLEBORO LABORERS'S ASSOCIATION LOCAL # 1144
Laborers

JULY 1, 2020 - JUNE 30, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July, 2022, by and between the City of Attleboro, Commonwealth of Massachusetts, hereinafter referred to as the "City", and Massachusetts Public Employees Council of the Laborers International Union of North America, AFL-CIO in behalf of Public Employees Local Union # 1144, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the City and the Union entered into a collective bargaining Agreement covering the period from July 1, 2017, through June 30, 2020, with respect to the wages, hours of work and other conditions of employment of the employees represented by the Union; and

WHEREAS, said Agreement terminated on June 30, 2020, and the City and the Union desire to enter into a new Agreement covering the period from July 1, 2020, through June 30, 2023; with respect to the wages, hours of work and other conditions of employment of said employees.

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

ARTICLE I

RECOGNITION

The City recognizes the Union for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising thereunder as the exclusive bargaining agent and representative of all employees of the Department of Water and Wastewater, Forestry Department, Park Department and Recreation Department of the City, except the Superintendents, Directors, Assistant Superintendents and clerical employees of each said Department, and the Industrial Waste Officer, and as the exclusive bargaining agent and representative of the employees assigned to the positions of Building Maintenance at the Police Station, the Library, and City Hall, to the positions of Inspector of Wires and Local/Inspector/Plans Examiner in the Building Inspection Department, Recycling/Solid Waste Worker in the Health Department and to the positions of Motor Equipment Repairman in the Police Department and in the Fire Department. 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 willful absence from his position, or his stoppage of work, or his 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 Union expiring immediately preceding the alleged strike.

Section 2. The Union shall not engage in a strike, and no said employee of the Union 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. An 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 for employees in the bargaining unit, except employees of the Water and Wastewater Departments shall consist of forty (40) hours, scheduled over five (5) consecutive eight (8) hour workdays within said administrative workweek. The regular work week of employees in the Water and Wastewater Departments shall consist of forty (40) hours scheduled over five (5) 8-hour shifts during the course of said administrative work week. The starting and ending times of the daily work schedules of said employees shall be determined by the Superintendent of each Department. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

Section 2. All employees shall have a daily lunch period of one-half (1/2) hour in duration without pay, except employees of the Water Treatment Plant and the Water Pollution Control Facility. Employees of such facilities shall have a twenty (20) minute lunch period which will be part of their regular workday. The lunch period shall not be part of the employee's workday. During snow removal operations and other emergencies when an employee is required to work beyond his regular workday and through any normal meal period or is required to work through any normal meal period on any of his scheduled days off or on a holiday, he will be permitted to take such meal or meals in the manner indicated herein while on duty. If an employee is required to work beyond his regular workday on the first shift, he will be permitted to take his first meal at 6:00 P.M. and will then be permitted to take a meal every six (6) hours thereafter. If an employee is required to work beyond his regular workday on the second shift, he will be permitted to take his first meal at 2:00 a.m. and will then be permitted to take a meal every six (6) hours thereafter. If an employee is required to work beyond his regular workday on the third shift, he will be permitted to take his first meal at 10:00 a.m. and will then be permitted to take a meal every six (6) hours thereafter. If an employee is required to work in an emergency situation through normal meal periods on his scheduled day off or on a holiday, he will be permitted to take a meal every six (6) hours while on duty. In addition an employee, who because of an emergency is required to report for duty at least two (2) hours prior to the beginning of his regular morning tour of duty, shall be permitted to take his breakfast meal while on duty. The City will pay the employee, except as is otherwise provided herein, for the cost of each such meal, whether or not it is actually taken by the employee, in an amount not to exceed ten (\$10.00) dollars for all meals other than the breakfast meal and in an amount not to exceed seven (\$7.00) dollars for the breakfast meal. Employees will not be paid for any such meals during those snow removal operations and other emergencies in which the City provides the meals at no cost to the employees.

Section 3. The third shift for all Water Treatment Plant Operators (including the Chief Head Operator and Head Operators) at the Water Treatment Plant may become a single operator remote shift at the discretion of the City. Each operator shall be assigned to staff the third shift on a rotating weekly basis. The operator on this shift shall be required to respond to alarms at the water treatment plant by use of a computer tablet or laptop supplied by the City. If the operator is unable to resolve the alarm remotely after one hour (or as specified in the Standard Operating Procedure), the operator shall contact his supervisor for further direction. If the operator is required to respond at the plant, the four hour call back overtime rule shall apply, from the time the operator received the alarm. Operators staffing the third shift must be located within 30 minutes of the plant and must be physically and mentally able to respond to work situations for the duration of the shift. Compensation for this shift shall be by stipend in the amount of \$150 per week. Eliminating or changing third shift staffing at the Water Department will not result in the layoff of any personnel.

ARTICLE V

OVERTIME

Section 1. If any employee shall be required to be on duty in an administrative workweek in excess of his regular workday of eight (8) hours or in excess of his regular workweek of forty (40) hours established in accordance with the provisions of Article IV of this Agreement, he shall be paid for such period of overtime duty at the rate of one and one-half (1-1/2) times his regular rate of pay. The regular hourly rate of compensation of an employee assigned to work on the second or third shift on a regularly scheduled basis shall include his wage differential. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status. An employee shall be considered to be in a pay status for all hours he actually works, hours for which he does not work but receives holiday pay, hours he is absent on annual leave and on sick leave, and hours he is absent because of an occupational injury, which is incurred in the course of his employment by the City and which is compensable under the Massachusetts Workers' Compensation Act.

Section 2. In the event an employee is called back to duty after he has completed his regular tour of duty and left his place of employment and before the beginning of his next regular workday, or in the event an employee is called back to duty on one or both of his scheduled days off, he 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 regular rate of compensation for each such call back, except as is otherwise provided for herein. If an employee is called back to duty a second or subsequent time before the expiration of the four (4) hours from the time he first reported to duty, he shall be paid only once for the hours falling within said four (4) hour period. If the hours worked by an employee as a result of said second or subsequent call back shall extend beyond said four (4) hour period, he shall be paid for the hours actually worked at his said overtime rate of pay. Notwithstanding the provisions of this Section 2, no employee shall receive overtime pay for any hours of call back

which overlap his regular tour of duty.

Section 3. Overtime work shall be required only when necessary operations cannot be performed by on duty employees during their regular workweek. An employee shall return to duty to work overtime whenever he is asked to do so in order to meet an emergency or unusual work situation which may occur. 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 the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof for the different job classifications. The City shall determine in accordance with the provisions of this Article and said wage schedules the rate of compensation of each employee. Compensation shall be paid via direct deposit, to be implemented in the City's discretion, with notice to the Union.

Section 2. Each employee shall be placed at the proper step on the wage schedule established for the position in which he is employed in accordance with the number of years of his continuous employment in such position by the City. Each employee shall receive a step increase to the next higher rate within his wage schedule upon the completion of fifty-two (52) workweeks of creditable service as defined in Section 3 next below.

Section 3. 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 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 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 4. Step increases shall be made effective at the beginning of the next pay period following the completion of the required waiting period.

Section 5. 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.

Section 6. 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 6, becomes the new step 5. 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 6, shall be created which shall be 3% higher than the new step 5. Employees who have been at the new step 5 for more than one year, shall move to the new step 6 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. 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 six to nine, with commensurate percentage increases between each step.

Section 7. Each employee in the bargaining unit shall be granted an annual payment of \$1,000.00 as a part of their regular compensation added to their hourly rate effective July 1, 2015. This payment shall be incorporated into the base at \$.48 per hour after the percentage increase on July 1, 2015 and shall remain a part of base wages for all purposes going forward.

Section 8. An employee who is formally assigned by his Department Head or his designee to perform the duties and responsibilities of the position of Chief Water Treatment Operator for a period of more than five (5) consecutive workdays shall receive the beginning rate of pay for such position retroactively to the first day of his performing

such duties and responsibilities and shall continue to receive such pay until he is relieved of such duties and responsibilities.

Section 9. An employee who is formally assigned by his Department Head or his designee for a period of more than five (5) consecutive workdays to perform the duties of a position in the bargaining unit, other than the positions designated in Section 6 immediately above, having a higher rate of compensation shall receive retroactively to the first day of his performing such duties and responsibilities the compensation he would have received had he been promoted to such position and shall continue to receive such compensation until he is relieved of such duties and responsibilities.

Section 10. Each employee assigned to work on a regularly scheduled basis on the second shift shall be paid a wage differential of ninety cents (\$.90) an hour above his regular hourly rate of pay for each hour he is in a pay status on such shift. Each employee assigned to work on a regularly scheduled basis on the third shift shall be paid a wage differential of one dollar (\$1.00) an hour above his regular hourly rate of pay for each hour he is in a pay status on such shift. An employee shall be considered to be in a pay status for all hours he actually works, hours for which he does not work but receives holiday pay, and hours he is absent on annual leave and on sick leave. The regular hourly rate of pay paid to an employee who is assigned to work on the second and third shift on a regularly scheduled basis, shall include his wage differential while he is on a pay status. Notwithstanding the foregoing, each employee who is assigned on a temporary basis to work the second or the third shift for a period of five (5) or more consecutive work days shall be paid for the hours worked on the second or the third shift, as the case may be, the hourly wage differential designated above for each such shift.

Section 11. The weekly rate of compensation of each employee shall be equal to his annual rate of compensation divided by fifty-two (52). The hourly rate of compensation of each employee shall be equal to his weekly rate of compensation divided by forty (40).

Section 12. Each employee in the bargaining unit who performs snow plowing and sanding duties during the period from midnight to 7:00 a.m. shall be paid, for all hours worked during such period, a wage differential of seventy-five (\$.75) an hour above his regular hourly rate of pay. The employee's overtime rate of pay during such period shall be based on his regular hourly rate of pay plus the wage differential. Each employee in the bargaining unit who performs snow plowing and sanding duties in the Department of Public Works (DPW) snow and ice program shall be paid in accordance with the provisions of the DPW laborers contract.

ARTICLE VII

HOLIDAYS

Section 1. The following thirteen (13) 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, Juneteenth (June 19), 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 Day, and Christmas Day.

Section 2. Each 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 regular hourly straight time rate for a number of hours equal to his regular daily working schedule, not to exceed eight (8) hours. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on his 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, subject, however, to a limitation of eight (8) hours as aforesaid.

Section 3. An employee required to work on a holiday shall be paid for each hour worked on such day at the rate of one and one-half (1 - 1/2) times his regular hourly rate of compensation in addition to the holiday pay to which he is entitled as set forth in Section 2 above.

Section 4. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on 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 scheduled workday preceding 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 scheduled workday immediately prior to and his scheduled workday immediately after the holiday.

Section 6. The City will determine the number and categories of employees needed for holiday work. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, 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 to commensurate with the length of his 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 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 reemployment 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 forty-three (43) hours in a pay status, exclusive of overtime, subject, however, to a maximum of forty-eight (48) hours in anyone 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 twenty-three (23) hours in a pay status, exclusive of overtime, subject, however, to a maximum of eighty-eight (88) hours in anyone leave 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 sixteen (16) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred and twenty-eight (128) hours in any one 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 twelve (12) hours in a pay status, exclusive of overtime, subject, however,

to a maximum of one hundred and sixty-eight (168) hours in anyone 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 nine (9) hours in a pay status, exclusive of overtime, subject, however, to a maximum of two hundred and sixteen (216) hours in anyone 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 an employee in any one leave year totals or exceeds forty (40) hours. When the aggregate number of hours of absence without pay of an employee totals or exceeds forty (40) hours in any one leave year, then reductions in annual leave accruals of one (1) hour will be made for each such forty (40) 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 and eighty (180) days. After completing said one hundred and 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 and eighty (180) day qualifying 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 eighty (80) hours at the beginning of the first full weekly pay period in the calendar year. Annual leave which has accrued to an employee's credit in excess of said eighty (80) 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 credit at the time his employment with the City is terminated shall be paid in a lump-sum for such leave at his current hourly rate of compensation.

Section 9. The Superintendent of each said Department, or his 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 leave or the reason for his absence before or at the beginning of his scheduled tour of duty.

Section 10. Annual leave may in unusual and deserving cases be advanced in the discretion of the Superintendent of each said Department 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 and 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 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. Receives medical, dental or optical examination or treatment;
- c. Is required to give care and attendance to his spouse, child, parent or other member of his immediate family who is afflicted with a contagious disease or a serious illness;
- d. Would jeopardize the health of others by his 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 and twenty (120) hours in any one 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 in the case of an employee until and unless the aggregate number of hours of absence without pay of an employee in any one leave year totals or exceeds forty (40) hours in any one leave year. When the aggregate number of hours of absence without pay of an employee totals or exceeds forty (40) hours in any one leave year, then reductions in sick leave accruals of one (1) hour will be made for each such forty (40) 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 four hundred (1,400) hours at the beginning of the first full weekly pay period in the calendar year. Sick leave which has accrued to an employee's credit in excess of said one thousand four hundred (1,400) hours at the beginning of said first full weekly pay period shall be forfeited. An employee who has sick leave hours subject to forfeiture may direct those hours to be donated to the sick leave bank. An employee who has unused sick leave to his credit at the time his employment with the City is terminated shall not be paid for such leave.

Section 5. Notwithstanding the provisions in 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 and eighty (180) days. After completing said one hundred and 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 2 except for the provisions of this Section 5. The said one hundred and 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 and twenty (120) hours in excess of the amount which shall have accrued to his 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 Superintendent of each said Department, or his designee or designees, is authorized to approve or disapprove requests for sick leave. The minimum charge of sick leave shall be one half (1/2) hour. Charges for sick leave in excess of one half (1/2) hour shall be in multiples of one half (1/2) hour.

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 scheduled tour of duty. Employees who fail to notify their department of their absence will be subject to the provisions of Article 12, barring extenuating circumstances. Upon his/her return to duty the employee will sign a form certifying that his absence from work was due to one of 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 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 s/he is incapacitated for 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

absence shall be considered to be unauthorized, and he shall receive no pay for the period of such absence.”

Absences attributable to family medical leave or small necessities leave shall be considered excused absences with proper documentation and required approvals.

Section 9. An employee who is reemployed or reinstated by the City after a break in service of less than two (2) years shall be credited with the unused sick leave which he had to his credit at the time of the termination of his employment with the City.

Section 10. 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 1200 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 eight (8) hours.

Section 11. 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, up to 1200 hours, to his credit at the time of his death by sixty (\$60.00) dollars. For the purposes of this Section, a sick leave day shall consist of eight (8) hours.

Section 12. Effective (retroactive to) January 1, 2021, any employee who uses no sick time in a calendar year will receive an incentive payment of \$500 in February of the following year, and if up to only 1 sick day is used in the calendar year, the incentive payment will be \$400 (both payments are subject to normal withholdings). This section becomes effective for new employees in the first full calendar year following the completion of his/her probationary period.

ARTICLE IX A

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 X

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 employment by the City and which is compensable under said Workers' Compensation Act, shall upon his written request to the Superintendent of his Department receive as a charge against his accrued sick leave the difference between his current wages and the amount he receives as workers' compensation.

ARTICLE XI

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 XII

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 Superintendent of each said Department 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 XIII

ABSENCE WITHOUT LEAVE

Section 1. When an employee is absent from duty without authorization he 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 XIV

BEREAVEMENT LEAVE

An employee shall 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, step-child, mother-in-law and father-in-law and for a period not in excess of three (3) days in the event of the death of his/her brother, sister, grandparent, grandchild, his/her spouse's grandparent or grandchild, brother-in-law, sister-in-law, 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 (2) days for the death 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 XV

LONGEVITY PAY

Section 1. 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:

Ten (10) Years	\$650
Fifteen (15) Years	\$800
Twenty (20) Years	\$1,000
Twenty Five (25) Years	\$1,500

Effective July 1, 2021:

Ten (10) Years	\$650
Fifteen (15) Years	\$850
Twenty (20) Years	\$1,000
Twenty Five (25) Years	\$1,500

Section 2. The longevity pay to which an employee is entitled shall be paid in a lump-sum payment by separate check in the first pay period next following the date on which he 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 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 receives for such jury duty and his regular compensation. To receive such compensation the employee must present to the Superintendent of his Department evidence of the amount of compensation he received for jury duty.

ARTICLE XVII

CLOTHING

Section 1. Employees shall adhere to the clothing policy established below:

Employees must wear work boots or work shoes and socks of the type generally worn in the construction trades. They shall be heavy duty and in good repair. Sneakers, tennis shoes, sandals, dress shoes and similar casual and or formal shoes are not allowed except with the express prior approval of the department head.

Employees must wear long trousers as generally worn in the construction trades. Trousers shall be full length, a solid color, clean, neat and in good repair. Employees may wear shorts if appropriate and safe for the particular day's assignment. Short pants shall be clean, neat, in good repair and hemmed. Shorts may not be worn in the Water and Wastewater plants without the express permission of the Superintendent. Shorts may not be worn when cutting brush.

Employees must wear T-shirts with the department emblem. They may wear polo shirts, or sweat shirts which display their department's logo in lieu of departmental T-shirts. Other clothing may be worn over the T-shirt as climate and safety conditions may necessitate. They must have their ID visible at all times.

Section 2. Work gloves and foul weather gear, consisting of rain boots, rain hat, rain coat and rain pants, shall be provided by the City for the use of said employees in the performance of their duties. The City shall provide safety equipment, including hard hats, chaps, eye protection and ear protection. Employees shall wear such provided equipment when performing job duties.

Section 3. Any employee who provides a medical exception to this policy, from a licensed physician, shall have such exception respected subjected to the operating needs of the department.

ARTICLE XVIII

GROUP HEALTH AND LIFE INSURANCE

Section 1. 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, Master Health Plus shall be eliminated.

Section 2. Dental deductions shall be changed from 52 payments to 48 equal deductions such that in months where there is a fifth pay week, no deduction will be taken.

Section 3. 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. Effective July 1, 2009, co-pays for office visits shall be \$10. Emergency room co-pays shall be \$75. Prescription drug co-pays shall be on three tiers at \$10-\$20-\$35.

Section 4. 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 5. 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 6. The parties agree that the City may, upon written notice to the Union, re-open negotiations regarding Health Care Benefits for FY 2009, 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 XIX

DEDUCTIONS FOR UNION DUES

Section 1. The City will at the written request of an employee, made to the Superintendent of each said Department or his designee, make deductions from the compensation paid to the employee in such amount as the employee may specify for the payment of his dues to the Union.

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 the Superintendent of each said Department or his designee and by filing a copy thereof with the Treasurer of Union.

ARTICLE XX

CIVIL SERVICE LAW

The City and the Union agree and recognize that all 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 thereunder shall, as they apply to said employees, be adhered to.

ARTICLE XXI

UNION MEMBERSHIP

The City will advise the Union in writing of the name, address, job classification and department of each new employee employed in the bargaining unit.

ARTICLE XXII

BULLETIN BOARDS

Section 1. The City shall allow the Union to use department bulletin boards for the posting of Union notices and bulletins. Each notice and bulletin shall be signed by the Union officer or representative responsible for posting it and shall be removed as soon as it has served its purpose.

Section 2. The Union agrees that it will not cause, encourage or permit the posting of notices which contain propaganda or which are inflammatory, partisan, controversial or derogatory to the City or its employees.

ARTICLE XXIII

UNION REPRESENTATIVE

Section 1. The City will deal with a Business Manager or International Representative and with two (2) stewards selected from employees in the bargaining unit with respect to matters pertaining to the administration of the provisions of this Agreement. The Union shall, as soon as reasonably possible after the execution of this Agreement, furnish the City in writing with the names of the Business Manager, International Representative and said stewards. The Union shall promptly notify the City in writing of any changes in the identity of its Business Manager or of its said stewards.

Section 2. The City and the Union agree to meet and confer at reasonable times on any questions or matters relative to the terms and conditions of this Agreement. The City will upon request of the Union make arrangements for the said Business Manager or International Representative and said stewards to discharge their responsibilities under the provisions of this Agreement during working hours and on the premises of the City. Stewards will, when their presence is necessary, be permitted to attend grievance and arbitration hearings, court proceedings and other administrative hearings during working hours without loss of compensation. The Union agrees that in handling grievances and internal Union affairs no steward shall:

- a. Leave his work or his work station without the prior knowledge and approval of his supervisor.
- b. Enter into another Department without prior approval of the Superintendent of said Department.
- c. Interfere with the work or the work schedule of the other steward or of any employee of the City.

Section 3. Authorized representatives of the Union shall at reasonable times be allowed access to premises of the City where members of the Union are employed to inspect or investigate working conditions for compliance with the provisions of this Agreement, provided that such representatives do not interfere in any way with the operations of the city or the work of its employees.

ARTICLE XXIV

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 grievance informally under the grievance procedure and from having his grievance adjusted, without the intervention of the Union, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Union 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 this Agreement, 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 grievance in writing to his 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 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 Union may within ten (10) working days thereafter submit his grievance in writing to the Superintendent of his Department. 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 the receipt of the written grievance the said Superintendent shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. Within ten (10) working days after the conclusion of said meeting, the Superintendent shall advise the aggrieved employee and the Union in writing of its decision concerning the grievance.
- c. Level Three. If at the end of the 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 Union may within ten (10) working days thereafter

submit his grievance in writing to the Mayor. Within ten (10) working days after receipt of the written grievance, the Mayor or his designated representative shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. The Mayor or his designated representative shall within ten (10) working days after the conclusion of said meeting advise the aggrieved employee and the Union in writing of his or its decision, as the case may be, with respect to the grievance.

- d. Level Four. If the Union 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 designated representative, the Union and the aggrieved employee, the Union may, by giving written notice to the Mayor within ten (10) working days after the date of the decision of the Mayor or his designated representative in Level Three or within twenty (20) working days after said meeting with the Mayor or his 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 Union 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 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 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 to 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 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 Union 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 Union.

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 any 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 Union, a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Superintendent of his Department and the processing of such grievance will begin at Level Two as set forth above. The Union 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 Union and the City

ARTICLE XXV

CIVILIAN COMPLAINTS

No action of any kind shall be taken on any complaint from a private citizen against an employee in the bargaining unit unless the complaint is submitted in writing, is signed by the complainant, and sets forth the place, date, time and circumstances of the matter which is the basis of the complaint.

ARTICLE XXVI

REIMBURSEMENT FOR LICENSE FEES

Section 1. The City will reimburse employees for the cost of the license fees they incur in obtaining, upgrading and sustaining the licenses they are required to have in order to perform their duties in operating City vehicles and equipment. Notwithstanding the foregoing provision, an employee, who has been reimbursed by the City for the costs of license fees and who does not complete one (1) year of employment with the City, shall refund to the City at the time of the termination of his employment, such costs on a

pro rata basis.

Section 2. In addition to the payment of license fees provided for in Section 1 above, the City shall, effective July 1, 2000, designate three (3) employees, one in the Department of Public Works, one in the Forestry Department, and one in the Recreation Department, to serve as licensed sprayers for the City. Each of such employees shall be paid an annual stipend of three hundred dollars (\$300.00) in addition to his regular compensation. Each such employee shall maintain his license and will spray for all Departments of the City as needed. Effective July 1, 2021, this stipend will increase to one thousand five hundred dollars (\$1,500).

Effective July 1, 2018 the City will designate one (1) additional employee to serve as a licensed sprayer in the Park and Forestry Department and will designate one (1) additional employee to serve as a licensed sprayer in the Recreation Department. These employees, if qualified, will receive the same annual stipend as referenced above in this section.

Section 3. The City will pay a stipend of one hundred (\$100) dollars per year to any unit employee who is required and requested by the City to obtain a Hazardous Materials Endorsement.

Section 4. The City shall pay a stipend of three hundred (\$300) dollars per year to one bargaining unit employee who is required and requested by the City to obtain a Certified Pool Operator certificate as part of his or her job duties. Effective July 1, 2021, this stipend will increase to one thousand five hundred dollars (\$1,500).

Effective July 1, 2018 the City will designate one (1) additional bargaining unit member to hold a Certified Pool Operator license. The employee, if qualified, will receive the same annual stipend as referenced above in this section.

Section 5. The City will arrange for recertification medical exams for all persons holding hoisting operators' licenses who are required to hold that license as a condition of employment for their respective positions. Employees should contact the City Personnel Department for the scheduling of these exams. Failure to schedule the exam through the Personnel Office will result in denial of payment for the exam.

ARTICLE XXVII

ATTENDANCE AT EDUCATIONAL SEMINARS

Section 1. With the approval of the Mayor and the 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 and transportation, if such is required, in connection with such attendance.

Section 2. An employee of the Department of Water and Wastewater, who is regularly assigned to work on the second or third shift and who attends a course held during the first shift to provide assistance to employees with respect to the renewal of their work licenses, shall be paid eight (8) hours of compensation at his straight time hourly rate of pay for his attendance at such course.

ARTICLE XXVIII

AGENCY SERVICE FEE

Section 1. All employees, except those certified as members to the City by the Union, 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 Union commensurate with the cost of collective bargaining and contract administration as determined by the Union. The amount of such agency service fee shall be certified annually to the City by the Union.

Section 2. The payment of such agency service fee shall be a condition of employment. An employee who refuses to pay the agency service fee shall be discharged from his employment.

Section 3. The Union 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 Union under the terms and provisions of this Article of an agency service fee from an employee, including the discharge of an employee for his failure to pay such fee.

ARTICLE XXIX

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 completed a probationary period of six (6) months, who have exhausted their entire sick leave accumulation, and who have a serious illness or injury. 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 funded by deducting two (2) sick leave days 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.

Section 4. Sick leave days will be made available only to a full-time employee who has completed his said probationary period 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 of ten (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) days, after which the employee may apply for additional days.

Section 5. 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 XXX

PERFORMANCE EVALUATION

Employees shall be evaluated annually on their anniversary date by their supervisor and the evaluations shall be placed in their personnel files.

ARTICLE XXXI

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. For SNLA taken for medical reasons, the employee may use sick 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 XXXII

MISCELLANEOUS PROVISIONS

Section 1. Employees shall receive a "courtesy call" notifying them of a change in assignment at least one week prior to said change except in the event of an emergency.

Section 2. Upon attainment of a Drinking Water Supply Facilities Certified Grade 4T Operator's License, and employee assigned to the position of Water Treatment Plant Operator, Grade 39, shall be promoted to the position of Head Water Treatment Plant Operator, Grade 42. The number of employees assigned to a position of Head Water Treatment Plant Operator, Group 42, shall not exceed seven (7). Effective July 1, 2021, any Water Treatment Operator at Grade 39 who maintains a 4T license shall receive an annual stipend of one thousand dollars (\$1,000), to be paid in the first pay period of September.

Section 3. The City and the Union agree to form a study committee with two members from the City and two from the Union to discuss the appropriate pay grades for bargaining unit titles.

Section 4. Effective July 1, 2015 the position of Zoo Building Maintenance Supervisor shall be regraded from pay grade 37 to pay grade 41 and the incumbent in that position shall be moved to pay grade 41 in accordance with the provisions of Article VI, Wages, section 5.

Section 5. Tank Climber Stipend. Any employee of the Water Department who is required by the City to climb any of the three Water Storage Tanks maintained by the

City shall receive a stipend of \$150 for each climb. Prior to climbing any tank, the employee must have successfully completed a Water Safety Course. This stipend only applies to employees who actually climb the tank and not employees who may assist the climber from the ground.

ARTICLE XXXIII

SCOPE OF AGREEMENT

Section 1. The City and the Union 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 Union.

Section 4. The failure by the City or the Union 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 thereunder, which are specifically set forth in Section 7 of said Chapter 150E, then the terms and conditions 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 provisions of this Agreement shall not invalidate the remaining provisions of this Agreement and they shall continue in full force and effect.

ARTICLE XXXIV

DURATION

Section 1. This Agreement shall take effect on July 1, 2020, and shall continue in effect to and including June 30, 2023, 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 Union 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 Union 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 Union has caused this Agreement to be signed in its name and behalf by its duly authorized representatives, on the day and year first above written.

CITY OF ATTLEBORO

By: Paul Heroux
Hon. Mayor Paul Heroux

MASSACHUSETTS PUBLIC EMPLOYEES
COUNCIL OF THE LABORERS
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO

By: _____

PUBLIC EMPLOYEES LOCAL UNION NO. 1144

By: 9/18/22 ²⁰²⁰⁻²³ Attleboro Laborers
[Signature]

Plus one time \$500 payment in lieu of retro for FY21			Laborers Salary Schedule 2020-2023							
Current										
Grade 32	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6				
	\$ 19.1755	\$ 19.9206	\$ 20.6934	\$ 21.5087	\$ 22.3520	\$ 23.0068				
1-Jul-20										
0%	\$ 19.1755	\$ 19.9206	\$ 20.6934	\$ 21.5087	\$ 22.3520	\$ 23.0068				
1-Jul-21										
3%	\$ 19.7508	\$ 20.5182	\$ 21.3143	\$ 22.1539	\$ 23.0226	\$ 23.6970				
1-Jul-22	\$ 20.1458	\$ 20.9286	\$ 21.7405	\$ 22.5970	\$ 23.4830	\$ 24.1709				
2%										
Current	\$ 19.8081	\$ 20.6092	\$ 21.4243	\$ 22.2396	\$ 23.1110	\$ 23.7886				
Grade 33										
1-Jul-20	\$ 19.8081	\$ 20.6092	\$ 21.4243	\$ 22.2396	\$ 23.1110	\$ 23.7886				
0%										
1-Jul-21	\$ 20.4023	\$ 21.2275	\$ 22.0670	\$ 22.9068	\$ 23.8043	\$ 24.5022				
3%										
1-Jul-22	\$ 20.8104	\$ 21.6520	\$ 22.5084	\$ 23.3650	\$ 24.2804	\$ 24.9923				
2%										
Current	\$ 20.7873	\$ 21.6285	\$ 22.4840	\$ 23.3539	\$ 24.2665	\$ 24.9787				
Grade 34										
1-Jul-20	\$ 20.7873	\$ 21.6285	\$ 22.4840	\$ 23.3539	\$ 24.2665	\$ 24.9787				
0%										
1-Jul-21	\$ 21.4109	\$ 22.2773	\$ 23.1585	\$ 24.0545	\$ 24.9945	\$ 25.7281				

[illegible]

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Grade 43												
1-Jul-20	\$	32.8886	\$	34.1833	\$	35.5296	\$	36.9298	\$	38.3860	\$	39.5218
0%												
1-Jul-21	\$	33.8753	\$	35.2088	\$	36.5954	\$	38.0377	\$	39.5376	\$	40.7075
3%												
1-Jul-22												
2%	\$	34.5528	\$	35.9130	\$	37.3274	\$	38.7985	\$	40.3283	\$	41.5216

1-Jul-20	\$	21.0583	\$	21.5468	\$	22.0467	\$	22.5582	\$	23.0816	\$	23.6171	\$	24.1650	\$	24.7256	\$	25.2876		
0%																				
1-Jul-21	\$	21.6900	\$	22.1933	\$	22.7081	\$	23.2350	\$	23.7740	\$	24.3256	\$	24.8899	\$	25.4674	\$	26.0463		
3%																				
1-Jul-22	\$	22.1238	\$	22.6371	\$	23.1623	\$	23.6997	\$	24.2495	\$	24.8121	\$	25.3877	\$	25.9767	\$	26.5672		
2%																				
Current	\$	21.3248	\$	21.8195	\$	22.3257	\$	22.8437	\$	23.3736	\$	23.9159	\$	24.4708	\$	25.0385	\$	25.6341		
Grade 36																				
1-Jul-20	\$	21.3248	\$	21.8195	\$	22.3257	\$	22.8437	\$	23.3736	\$	23.9159	\$	24.4708	\$	25.0385	\$	25.6341		
0%																				
1-Jul-21	\$	21.9645	\$	22.4741	\$	22.9955	\$	23.5290	\$	24.0748	\$	24.6334	\$	25.2049	\$	25.7896	\$	26.4031		
3%																				
1-Jul-22																				
2%	\$	22.4038	\$	22.9236	\$	23.4554	\$	23.9996	\$	24.5563	\$	25.1261	\$	25.7090	\$	26.3054	\$	26.9312		
Current	\$	21.5615	\$	22.0617	\$	22.5736	\$	23.0973	\$	23.6331	\$	24.1814	\$	24.7424	\$	25.3165	\$	25.9066		
Grade 37																				
1-Jul-20	\$	21.5615	\$	22.0617	\$	22.5736	\$	23.0973	\$	23.6331	\$	24.1814	\$	24.7424	\$	25.3165	\$	25.9066		
0%																				
1-Jul-21	\$	22.2084	\$	22.7236	\$	23.2508	\$	23.7902	\$	24.3421	\$	24.9069	\$	25.4847	\$	26.0760	\$	26.6838		
3%																				
1-Jul-22																				
2%	\$	22.6525	\$	23.1781	\$	23.7158	\$	24.2660	\$	24.8290	\$	25.4050	\$	25.9944	\$	26.5975	\$	27.2175		
Current	\$	22.5360	\$	23.0566	\$	23.5892	\$	24.1341	\$	24.6916	\$	25.2620	\$	25.8456	\$	26.4426	\$	27.0539		
Grade 38																				
1-Jul-20	\$	22.5360	\$	23.0566	\$	23.5892	\$	24.1341	\$	24.6916	\$	25.2620	\$	25.8456	\$	26.4426	\$	27.0539		
0%																				
1-Jul-21	\$	23.2121	\$	23.7483	\$	24.2969	\$	24.8581	\$	25.4323	\$	26.0199	\$	26.6210	\$	27.2359	\$	27.8655		
3%																				
1-Jul-22	\$	23.6763	\$	24.2233	\$	24.7828	\$	25.3553	\$	25.9410	\$	26.5403	\$	27.1534	\$	27.7806	\$	28.4228		

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