

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ATTLEBORO AND THE ATTLEBORO
LABORERS' ASSOCIATION LOCAL #1144**

The City and the Union hereby agree to a three-year contract to be in effect from July 1, 2023 through June 30, 2026. Except as modified in this Memorandum, the terms and conditions of the contract between the City and the Union, which was effective July 1, 2020 through June 30, 2023, will be carried forward into the new contract. This Agreement is contingent upon ratification by the Union membership and funding by the City Council.

1. Article VI (Wages) and Appendix A (Salary Schedules)

Effective July 1, 2023 a 3% COLA shall be applied to all salary schedules. This COLA will be retroactive to July 1, 2023.

Effective July 1, 2024 a 3% COLA shall be applied to all salary schedules

Effective July 1, 2025 a 2% COLA shall be applied to all salary schedules

Should the City's FY 2024 financial position materially improve, the parties agree to re-open the contract in regard to wages.

Add new paragraphs to section 9: Members who participate in the Citywide snow removal in every called-upon snow event under the DPW snow and ice program outside of regular work hours will be eligible to receive one hundred percent (100%) of the season snow bonus which is \$1,500. If a member participates in less than 100% of the snow events, they will receive a pro-rated amount based upon the number of events that they participate in. If a member participates in less than fifty percent (50%) of the snow events, they are not eligible to receive any portion of the season snow bonus. The season snow bonus will be paid in the first pay period in May which will represent the end of the snow season and is subject to the usual deductions.

Members who participate in the Water, Wastewater, Park and Forestry and Zoo snow removal in every called-upon snow event outside of regular work hours will be eligible to receive one hundred percent (100%) of the season snow bonus which is \$500. If a member participates in less than 100% of the snow events, they will receive a pro-rated amount based upon the number of events that they participate in. If a member participates in less than fifty percent (50%) of the snow events, they are not eligible to receive any portion of the season snow bonus. The seasonal snow bonus will be paid in the first pay period in May which will represent the end of the snow season and is subject to the usual deductions.

Members may not receive both snow season bonus'.

2. Article XXVI (Reimbursement for License Fees)

Section 4 paragraph 2 - Add 1 additional Certified Pool Operator

New Section - Section 6 – Effective July 1, 2023, the City will designate one (1) bargaining unit member in the Recreation Department and one bargaining unit member in the Parks and Forestry Department to hold a Certified Playground Safety Inspector (CPSI) license. The City will pay a stipend of \$1,500 per year to each bargaining unit employee who is requested by the City to obtain a CPSI license. The Department Head will request that interested bargaining unit employees sign up if they are interested in pursuing the CPSI license. If there are more than one employee in the department interested, the Department Head will make a decision based on the employee that has the least number of licenses.

3. Article XXXII (Miscellaneous Provisions) Section 2

Remove cap for grade 4T operator's license

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Add Grade 6 WWTP Operator license, with no cap

Delete "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."

4. Article XXVI Reimbursement for License Fees

Add in Section 2:

The category of a Sprayer, as defined in this article, shall be an individual with a "core" license.

Individuals with a "core" license allows the license holder to apply basic non-restricted chemicals. Add a new category of Commercial License Sprayer for those who have a Commercial Right of Way license or Commercial Turf license. These individuals may apply restricted chemicals that are within the Right of Way or Turf category of license.

Effective July 1, 2023, the City wishes to designate the following: 2 Sprayers and 1 Commercial License Sprayer for Turf and 1 Commercial License for Right of Way within the Recreation Department and 3 Sprayers and 1 Commercial License Sprayer for Turf and 1 Commercial License for Right of Way within the Park and Forestry Department. The designated employees with a Sprayer license shall receive an annual stipend of one thousand five hundred dollars (\$1,500). The designated employee with a Commercial Sprayer for Turf license shall receive an annual stipend of one thousand dollars (\$1,000). The designated employee with a Commercial Sprayer for Right of Way license shall receive an annual stipend of one thousand dollars (\$1,000).

New Article XXXIII (Extra Paid Details) (Move Scope of Agreement to Article XXXIV and Duration to Article XXXV)

Section 1. The provisions set forth in this Article, shall govern the assignment of extra paid details to bargaining unit employees where the detail is to be paid for by outside persons, groups, organizations, corporations or other City Departments.

Section 2. The compensation to be paid employees for extra paid details shall be \$50 per hour with minimum of 4 hours and if the time exceeds 4 hours, the remainder of the time will be paid hourly at the rate of \$50 per hour.

Section 3. Each December 1, a sign up for interested employees will be posted in each Department, for events beginning on January 1 of the following calendar year. Bargaining unit employees will be notified of the posting of the sign up. The sign up will be posted until the end of December. From the sign up, a list of interested employees will be generated and listed by City seniority. Whenever the services of bargaining unit employees are required for extra paid details, a group email or text will be sent to those that signed up. If more employees respond than there are available spots, the employees will be chosen by City seniority on the first event and for the next event, preference will be given to those that responded to the first event but were not chosen. This pattern will continue to ensure all bargaining unit members are given an opportunity to participate in the events.

5. Article V Section 2

Call back –any employee called in at any time outside of their normal shift will automatically receive 4 hours of pay at the rate of one and one-half times his regular rate of compensation for each such call back. This includes call backs for the snow and ice program. All call backs including snow and ice call backs must arrive within one (1) hour after the call if accepting overtime." Delete the last sentence, "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."

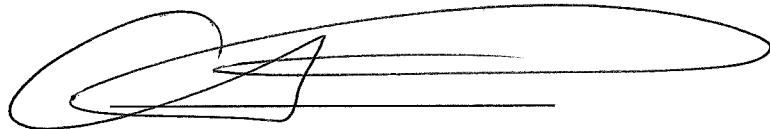
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6. Fully enact Article XXXII (32), Section 3 "Study Committee Job Grades" Member to be determined by Union. The City agrees to meet with the Union regarding grades and wages in the Spring of 2024 after the wage survey results.
7. Article XIV – Add Step Parent to the 5-day section of bereavement leave.
8. Job titles added to contract by Grade.
9. Joint Management/Union Safety committee meeting, one Union member from each department defined by Union to meet quarterly.

10. Article XXVI Section 2

Remove Department of Public Works from this paragraph.

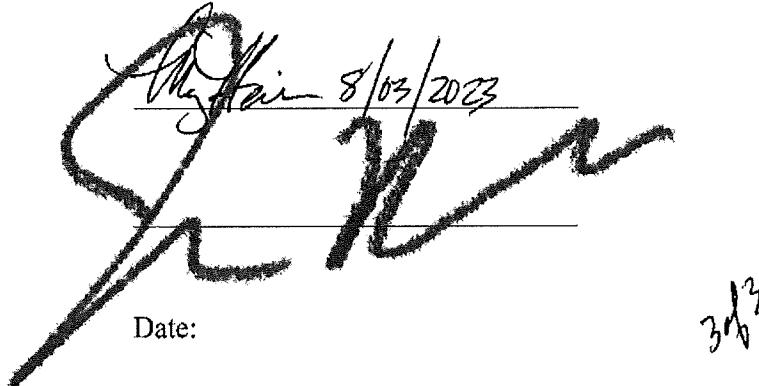
CITY OF ATTLEBORO



Cathleen DeSimone, Mayor

Date: 8-22-23

LABORERS' Local #1144



My Fair 8/03/2023

Date: 8-22-23