

MEMORANDUM OF AGREEMENT  
BETWEEN THE TOWN OF NORTH ATTLEBOROUGH  
AND  
MASSACHUSETTS LABORERS' DISTRICT COUNCIL, LOCAL 272

March 6, 2019

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

1. ARTICLE X. CONTRACT DURATION  
July 1, 2019 through June 30, 2022.
2. TEMPORARY LIGHT DUTY
  - A. Relabel Article X as Article XI (Contract Duration)
  - B. Add the following new Article X:

ARTICLE X  
TEMPORARY LIGHT DUTY

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

3. Specialized Heavy Equipment Operator and Grade 3 Waste Water Treatment Facility Operator  
The Union agrees that the Town has satisfied its bargaining obligations associated with the following:
  - (A) The creation of a Specialized Heavy Equipment Operator.  
The Specialized Heavy Equipment Operator will be required to perform all of the duties and meet all of the requirements of a Heavy Equipment Operator plus must hold a license for 4E and 4G. Such Specialized Heavy Equipment Operator will be assigned to perform work consistent with the Specialized Heavy Equipment Operator job description and will be paid at a Grade E.
  - (B) The creation of a Grade 3 Waste Water Treatment Facility Operator.  
The Grade 3 Waste Water Treatment Facility Operator will be required to perform all of the duties and meet the requirements of the position and maintain a Grade 3 Waste Water Treatment Facility Operator. Such position shall be paid at a Grade D.
5. ARTICLE III  
Amend Section 1 as follows:

Amend (e ) by deleting “, or when driving any 6-wheel or larger truck during an emergency declared by the Board of Selectmen and/or the DPW Director or his designee”.

6. HOUSEKEEPING

A. ARTICLE II. SECTION 2: Group Insurance Plan

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

B. ARTICLE II, SECTION 4: Payroll Deductions of Union Dues

Replace Section 4 with the following:

Section 4. Payroll Deductions of Union Dues

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

C. ARTICLE III, Section 1: Wages:

Delete the first paragraph after the wage table (Obsolete one-time payment).

D. ARTICLE III, Section 1(g):

Replace reference to Article II, Section 3” with “Article III, Section 3”.

7. ARTICLE III, Section 1 (g) Stand-by Stipend

A. Relabel the current language in Section 1(g) as Subsection (i).

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

C. Increase the Stand-by Stipend in Section 1(g) (ii) for the 7-day on-call period as follows:

<u>Effective Date</u>	<u>Amount of Weekly Stipend</u>
July 1, 2019	\$250.00

C. Add a new Section 1(g) (ii) as follows:

Effective July 1, 2019, employees in the Parks and Recreation Department shall receive a stand-by stipend in the following amount per week for weeks that they are on stand-by. They shall only be assigned stand-by during full weeks when the Department Head is on vacation for the week. It is understood that that the individual on stand-by shall be provided with a phone. It is further understood that the Department Head or his/her designee may designate a member of the bargaining unit in the Department who has requested to be on the on-call list to be on stand-by duty. The stipend shall be \$250 per week.

8. ARTICLE III, SECTION 1 WAGES

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

Effective July 1, 2020:

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


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

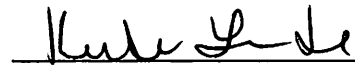
This Memorandum of Agreement shall remain off-the-record for bargaining history purposes until it is ratified by the Union membership and approved by the Board of Selectmen.

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

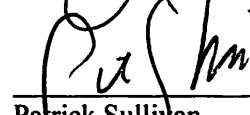
Agreed to by the Parties on the date(s) indicated below:

For the Town of North Attleborough

  
\_\_\_\_\_  
Michael Lennox, Chairman

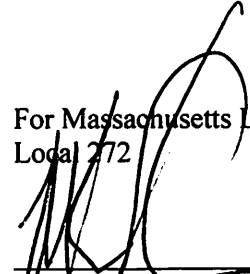
  
\_\_\_\_\_  
Keith Lapointe, Vice Chairman

  
\_\_\_\_\_  
Patrick Reynolds

  
\_\_\_\_\_  
Patrick Sullivan

  
\_\_\_\_\_  
Justin Paré

For Massachusetts Laborers' District Council,  
Local 272

  
\_\_\_\_\_  
Mark Sullivan, Sergeant at Arms  
3/26/19

  
\_\_\_\_\_  
Joseph DiRosario  
3-26-19

  
\_\_\_\_\_  
Joseph Barrows  
3-26-19

  
\_\_\_\_\_  
John Stanovitch  
3/26/19

\_\_\_\_\_  
Bruno Giacalone