

COLLECTIVE BARGAINING AGREEMENT

TOWN OF NORTHBOROUGH

AND

NORTHBOROUGH MUNICIPAL EMPLOYEES' ASSOCIATION

July 1, 2019 – June 30, 2022

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ARTICLE I. RECOGNITION

In accordance with a certification issued by the Commonwealth of Massachusetts Labor Relations Commission in Case No. MCR-1021, dated September 11, 1972, as amended by mutual agreement of the parties, the Town hereby recognizes the Association as the sole and exclusive bargaining representative for a unit consisting of the following employees:

- A. Unit A - All full-time employees employed in the water, cemetery, parks and highway departments, excluding the Superintendent of each Department and all clerical employees.
- B. Unit B - All full-time clerical employees of the Town, excluding the positions of Administrative Assistant of the Police Chief, and the Executive Assistants and Administrative Assistant of the Board of Selectmen and Town Administrator.
- C. Unit C - The Cemetery Superintendent.
- D. Unit D - All custodians who work a minimum of 38 hours per week.

Effective July 1, 1999 employees who are permanently employed to work 20 or more hours per week on a regular basis shall be included in Units A-D.

ARTICLE II. PARTICIPATION IN UNION

The Town recognizes the right of an employee in the bargaining unit to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Association. The Town will not aid, promote, or recognize any other union or organization which purports to engage in collective bargaining or make any agreement with any such union or organization for the purposes of undermining this Association.

ARTICLE III. RIGHTS OF MANAGEMENT

- A. It is agreed that management officials of the Town shall at all times retain the right to direct employees, to hire, promote, transfer and, for just cause, to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legislative 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 performed, and to take whatever action may be necessary to carry out the mission of the departments. This includes, but is not limited to, the right to add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work or work to be performed; schedule shifts and hours to work and lunch or break periods; hire; for just cause, to suspend, demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; and determine where, when, how and by whom work will be done, except where any such rights are specifically modified or abridged by terms of this agreement.

- B. It is understood and agreed to by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are specifically described or that they are not required to perform obligations not outlined in this contract and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE IV. PRESENT ENTITLEMENTS

It is agreed that all benefits presently enjoyed by the employees within the bargaining unit under the bylaws of the Town pertaining to Personnel, which are not inconsistent with any terms of this Agreement and which are not otherwise changed by this Agreement, shall be afforded to the members of this unit.

ARTICLE V. COMPENSATION AND FRINGE BENEFITS

A. License Stipend

1. All non-clerical DPW employees shall be eligible for the following annual stipend provided they have received appropriate license certification. Any employee wishing to pursue such benefit shall seek the approval, in writing, of the DPW Director.

<u>Water</u>		<u>Sewer</u>	
Class I License	\$100	Class I License	\$200
Class II License	150	Class II License	250
Class III License	200	Class III License	300
Class IV License	250	Class IV License	350

Training must be approved, in writing, by the DPW Director. The Town will reimburse any DPW personnel for training. Reimbursable training costs include fees, books and registration. Employees must pass the course and/or exam and receive certification prior to being reimbursed.

2. Hoisting Machinery License - The Town will reimburse fees for hoisting machine license for employees required by the DPW Director to secure such a license. Town will provide for medical examinations necessary for application for Hoisting Licenses. Authorization for all licensing or training shall be with written approval of the DPW Director.
3. Backflow Coordinator - The Town will provide an annual stipend of \$250 per year to one Water & Sewer Department employee required to obtain a certification as a back flow prevention device tester and back flow surveyor who will coordinate the back flow program. Payment of the annual stipend is conditioned upon obtaining and maintaining in good standing the certifications.

4. Licenses – Town shall reimburse fees for Licenses required by the Town for Public Works Employees to secure such Licenses; including, but not limited to CDL and Hoisting Licenses. Appropriate training necessary for Public Works employees in the Highway Division to secure such Licenses required by the Town, shall be provided. Current employees, as of the effective date of this agreement, shall have a reasonable timeframe, not to exceed June 30, 2008, to obtain the applicable Licenses required by the Town.

B. Personal Day

Employees with a minimum of seventy-five (75) days of accrued sick leave time may become eligible for a personal day of leave, as noted below:

1. One (1) personal day will be earned for any consecutive four month period of the year during which an employee has not utilized sick leave. For the purpose of this Agreement, no single month may be counted for more than one (1) four-month period.

2. An employee may accrue a maximum of three (3) personal days per year. Use of personal days shall have written approval of the Department Head.

3. Personal days shall not be carried from one fiscal year to the next fiscal year, unless the qualifying four-month period concludes with the month of June in any fiscal year.

C. Employees On Call

1. Highway Division Employees on call throughout the year. In the event the Town requires employees to be on call, the number of employees on call shall be at the discretion of the DPW Director. An employee properly licensed may be required to be on call from Thursday 3:30 p.m. through Thursday 3:30 p.m. of the following week.

Employees on call from November 1 through March 31 shall be paid for twelve (12) hours at time and one-half their regular rate for each weekly period.

Employees on call from April 1 through October 31 shall be paid for ten (10) hours at time and one-half their regular rate. Any employee on call during this period shall receive five (5) hours pay at time and one-half for each paid holiday (as listed in Section 11 of the Personnel Bylaw). In addition, at the completion of the on call period, the employee will receive one compensatory day off. In addition, employees shall be paid at the rate of time and one-half for all hours actually worked during this on call period and shall be guaranteed two (2) hours pay at said rate for each call-back received.

Employees shall be provided a cell phone, supplied by the Town, and will carry the cell phone when on call. It is agreed that a 30-minute response time shall be considered the maximum allowable. If an on call employee does not respond

within this time frame, the DPW Director is authorized to instigate disciplinary procedures.

A voluntary sign up process shall be used; in the event an insufficient number of employees volunteer to sign up, then employees shall be assigned based on reverse seniority.

2. Water Division Employees - A Water Division employee (properly licensed and certified) shall be on call from Thursday 3:30 p.m. through Thursday 3:30 p.m. of the following week. The on-call assignments will be determined by the Director of Public Works or designee of the Director of Public Works. Any employee on call during this period shall receive seven (7) hours pay at time-and-one-half for each of Saturday, Sunday and paid holidays (as listed in Section 11 of the Personnel Bylaw). A minimum of two (2) hours pay shall be paid for each call back. In addition, at the completion of the on-call period, the employee will receive one compensatory day off.

3. Family Holiday Call Back - An employee, whether on call or not on call, who is called in to work due to an emergency on any of the following family holidays shall be paid at twice their regular hourly rate and shall receive a minimum two hours pay for such call back. For the purpose of this section, "family holidays" shall include New Years Day, July 4th, Thanksgiving Day and Christmas Day. It is expressly understood that such double time rate does not apply to Water Department employees providing their regular rounds on those days, however, it does apply to these employees in the event that they are called in to work on those days in addition to these duties.

4. Availability for snow removal duties – In addition to all Highway Division employees being available for snow removal duties, effective January 1, 2006, employees of all of the other Public Works Department's Divisions shall be available for Town snow removal duties on a voluntary basis until July 1, 2006, at which time, these employees shall make themselves available for Town snow removal duties as needed. Such availability is separate and distinct from being designated as on-call.

D. Longevity

An employee of the Town in continuous employment (as defined within the Personnel Bylaw) shall be awarded longevity pay based on satisfactory performance evaluation in accordance with the following table:

After 5 years of service	\$200 per year over regular salary
After 10 years of service	350 per year over regular salary
After 15 years of service	500 per year over regular salary
After 20 years of service	650 per year over regular salary
After 25 years of service	800 per year over regular salary
After 30 years of service	950 per year over regular salary

Longevity payments shall be made once a year between November 15th and December 15th to all who qualify as of November 1st.

E. Clothing Allowance

All non-clerical DPW Personnel shall receive an annual clothing allowance of \$950, to be disbursed twice per year in equal amounts in October and April through payroll. If an employee terminates employment during the fiscal year the allowance shall be pro-rated for each full month of service.

Said clothing allowance shall be applied by employees towards the cost of purchasing, maintaining, cleaning, repair and replacement of Town designated uniforms and safety shoes as mutually agreed by the Committee consisting of Department representatives who were involved in recommending the Town designated uniforms.

These Town designated uniform requirements are as follows:

- Safety steel toe work boots
- Tee shirts, short sleeve and long sleeve, with Town designated logo and colors as mutually agreed, as well as any other clothing as mutually agreed, such as polo shirts, denim shirts, and/or buttoned uniform shirts with Town designated logo and colors as mutually agreed
- Heavy sweatshirts, hooded sweatshirts, and/or lightweight jackets with Town designated logo and colors as mutually agreed
- Blue jeans (long pants)
- Carhartt/Dickies-style work shorts may be worn during summer dependent on work assignments and work conditions as permitted by the Director of Public Works or designee

The Town shall provide a Town designated uniform protective winter coat (Carhartt-style) with Town designated logo and colors(s) as mutually agreed to all non-clerical DPW Personnel. Repairs and/or replacements of protective winter coats shall be provided by the Town in its discretion as wear and work related damage necessitates.

F. Eye Examination

At the request of a bargaining unit employee, the Town will reimburse the employee up to \$50.00 for an eye examination performed. It is agreed that should the health insurance plan provided through the Town of Northborough cover such eye examination, the maximum for which the Town will be responsible to reimburse equals the co-payment, not to exceed \$50.00. It is further agreed that the Town will not be responsible for such reimbursement more than once every other year.

G. Vacation

When not specifically altered by this agreement, Section 1-64-120 (Vacation Leave) of the Personnel Bylaw shall apply.

1. Employees who are members of the Association as of January 4, 1996 shall earn vacation allowance as set forth in the following schedule:

<u>LENGTH OF SERVICE AS OF JULY 1</u>	<u>VACATION TIME ALL TOWN PERSONNEL</u>	<u>NUMBER OF WORKING DAYS</u>
1-4 years	2 weeks	10
5-9 years	3 weeks	15
10-14 years	4 weeks	20
15 years and over	1 additional day for each year over 15	1 additional day for each year over 15

2. Employees who are not members of the Association as of January 4, 1996 shall earn vacation allowance as set forth in the following schedule:

<u>LENGTH OF SERVICE AS OF JULY 1</u>	<u>VACATION TIME ALL TOWN PERSONNEL</u>	<u>NUMBER OF WORKING DAYS</u>
1-4 years	2 weeks	10
5-9 years	3 weeks	15
10-15 years	4 weeks	20
16 years	4 weeks + 1 day	21
17 years	4 weeks + 2 days	22
18 years	4 weeks + 3 days	23
19 years	4 weeks + 4 days	24
20 years	5 weeks	25

ARTICLE VI. NO SMOKING POLICY

No smoking is now a condition of employment. All existing employees as of April 25, 1994 shall not be subject to this policy.

ARTICLE VII. RANDOM DRUG TESTING (R.A.I. Hair Radiomunoassay)

The Town shall be allowed to test up to a maximum of five (5) employees per year through a random sample survey. The drug test shall be the test that requires hair samples as noted above. The Northborough Employees Association President and Vice President shall prepare the employees list and random numbers with the Administrative Officer prior to initiating the test. All employees in the Bargaining Unit will be considered.

ARTICLE VIII. STABILITY OF AGREEMENT

No agreement, understanding, or variation of this Agreement shall bind the parties hereto unless made in writing and executed by the parties hereto.

ARTICLE IX. VALIDITY

If any article, section, term, or condition of this Agreement, is in violation of law or should be held invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article, section, term, or condition should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect. The failure of the Association or Town to insist in any one or more incidents upon performance of any terms or conditions of this Agreement shall not be considered a waiver or relinquishment of the right of the Town or of the Association to future performances of such terms and conditions and the obligations of the Association and the Town to such future performance.

ARTICLE X. DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect from July 1, 2019 to and including June 30, 2022 and shall continue from year to year thereafter unless written notice of desire to terminate the Agreement is served by either party upon the other at least thirty (30) days prior to the date of expiration.
- B. Where no such termination notice is served, yet the parties desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice, at least one hundred eighty (180) days prior to June 30, 2022, or June 30 of any subsequent year, advising the other party of its desire to amend, alter, change, or add to the terms and provisions of the Agreement. If notice is given under Paragraph B of this Article X of the Agreement, all terms and conditions of this Agreement shall remain in full force and effect until a successor Agreement is executed by the parties.

ARTICLE XI. SALARY SCHEDULE

- A. The compensation plan shall consist of Schedule A, "Classification of Positions by Occupational Groups and Assignment to Compensation Grades" as listed in the Personnel Bylaw which is incorporated herein as Appendix A.

Increase as follows the wage of each employee as well as the minimum and the maximum of each pay grade:

Effective 7/1/19	Base Pay Increase of 2%
Effective 7/1/20	Base Pay Increase of 2%
Effective 7/1/21	Base Pay Increase of 2%

The revised ranges are shown in Appendix B, attached hereto.

- B. The parties to this Agreement specifically accept the applicability of Section 1-64-060 of the Personnel Bylaw to the members of the bargaining unit.

It is agreed that the same percentage merit increases (see subsection 2 of this section of the bylaw) shall be established for members of the bargaining unit as for non-unionized employees of the Town.

It is further agreed that, if the Personnel Bylaw is amended by Town Meeting during the duration of this Agreement to provide that employees at the maximum of their pay grade will be eligible for a Merit bonus (lump sum payment), or other Merit-related payment or benefit program for employees at the maximum of their pay grade, then such program shall also be provided to eligible members of the bargaining unit.

ARTICLE XII. TEMPORARY SERVICE IN HIGHER CLASSIFICATION

Employees who are assigned to perform temporary service in a higher classification shall receive additional compensation on such day at a rate of two dollars (\$2.00) per hour increase after a two-week consecutive absence of superior.

When a position covered by this Agreement becomes vacant due to an approved leave of absence, voluntary or involuntary separation, resignation, and/or retirement, the Town Administrator may staff the vacancy on a temporary basis, not to exceed six (6) months from the date the position becomes vacant, with a non-union, temporary appointment. Prior to the Town Administrator taking such action, however, he shall consider filling the vacancy with the other bargaining unit members in that specific Department who express a desire to perform the work during the member's absence, and who are qualified to perform the work of the position as set forth in the position's job description. The Town Administrator's decision shall not be grievable under Article XVII of the collective bargaining agreement.

ARTICLE XIII. CALL-BACK

An employee not "on-call" who is called into work outside of his regular hours, shall be paid at the rate of time and one-half of his regular rate for all such hours worked; each employee called back shall receive a minimum of two (2) hours pay at said rate. It is agreed that this Article does not apply to "call-backs" resulting from the negligence or incomplete work of the employee.

ARTICLE XIV. PAID HOLIDAYS

Incorporate paid holiday provisions of Section 1-64-110 of the Personnel Bylaw with the following additional provisions:

The Friday after Thanksgiving shall be included as a paid holiday for NMEA Members.

An employee shall be entitled to double his regular straight time hourly rate for work performed on "Family Holidays". These four "Family Holidays" include New Year's Day, July 4th, Thanksgiving and Christmas, in addition to pay for said holiday. For purposes of this Article, "work performed" does not include scheduled rounds nor holding of the beeper.

ARTICLE XV. UNION DUES/AGENCY SERVICE FEE

- A. Association dues shall be deducted as a payroll deduction on a bi-weekly basis from all employees of the bargaining unit who so authorize such deduction in writing.
- B. The Association shall assist the Town Treasurer by providing pertinent information and data regarding Association members and dues deductions.
- C. The Town shall incur no liability for loss of monies after forwarding same as directed to the Association.
- D. Except for individuals employed by the Town of Northborough in full-time classified positions as of October 4, 1994, who have not authorized deduction of Union dues, all bargaining unit members who are not dues paying members of the Association shall be required, as a condition of employment, to pay an agency service fee to the Association commencing after the date of their permanent employment or thirty days after the date of this Agreement, whichever date shall occur later. It is agreed by the parties that current employees of the Town of Northborough who are not bargaining unit members who are offered a transfer or promotion to a bargaining unit position (as opposed to being offered an additional part-time position or additional hours in their current position, thereby creating full-time work) shall be required to either join the Union or pay an agency service fee as outlined in this Article. Agency service fees shall be deducted as a payroll deduction on a bi-weekly basis from employees who sign an authorization form.
- E. This Article shall not apply to individuals who are employed in positions as of June 30, 1999 that are less than full-time but a minimum of 20 or more hours per week. Individuals hired after July 1, 1999 or individuals presently employed in positions of less than 20 hours per week whose workweek status increases after July 1, 1999 to 20 or more hours per week shall be required to comply with this Article.
- F. The Association shall advise the Town in writing of the amount of association dues and the amount of the agency service fee then in effect.

ARTICLE XVI. HEALTH INSURANCE

The Town agrees to offer a health care plan to the members of the Union pursuant to MGL Chapter 32B. The plan's monthly premium shall be split 70%/30% where the Town contributes 70% of the monthly premium cost and the employee contributes 30% of the monthly premium cost.

NMEA agrees to open negotiations during the duration of the contract at the Town's request to discuss health insurance, including cost sharing of premiums and health insurance plans.

Effective July 1, 2019 through June 30, 2022, the Town will fully reimburse employees, without limitation, for all deductible payments made to health care plans for in-patient and out-patient hospital visits and imaging. This reimbursement shall be in effect only for the duration of this contract. At the end of the contract (June 30, 2022) continuation of these changes will be subject to negotiations for a new contract.

ARTICLE XVII. GRIEVANCE AND ARBITRATION

Section 1. The purpose of this article is to establish a procedure for the settlement of any grievance between the Association, or the employees it represents, and the Employer. For the purpose of this Agreement, a grievance is hereby defined as a dispute which alleges a violation of the application, interpretation or administration of the provisions of this Agreement.

Section 2. Grievances shall be handled in the following manner:

Step 1: An employee and/or the Association shall first submit the grievance to the Department Head in writing within (10) days of its occurrence or the date the grievant should have had knowledge of its occurrence. The grievance shall contain: (a) name and classification of the employee; (b) nature of the grievance and any applicable contract provisions; (c) the requested remedy; and (d) signature of an Association representative and/or the affected employee.

The Department Head shall endeavor to meet with the Association and the employee to discuss the matter within seven (7) days of the receipt of the grievance and, in any event, he shall respond to the Association and/or the grievant within fourteen (14) days after the submission of the grievance. If the Department Head is out sick or on vacation, the time may be extended up to fourteen (14) more days.

Step 2: If the grievance is not settled in Step 1 to the satisfaction of the Association and/or the employee, the Association or the employee may submit the grievance in writing to the Town Administrator within seven (7) days of the receipt of the Department Head's decision or the date when such decision is due. The Town Administrator shall meet with the Association and the employee within fifteen (15) days after submission of the grievance at this step and shall answer the grievance in writing within seven (7) days after meeting with the Association and the employee. If the Town Administrator is out sick or on vacation, the time may be extended up to fourteen (14) more days.

Step 3: If the grievance is not settled in Step 2 to the Association's satisfaction, the Association may submit the grievance in writing to the Department of Labor Relations for mediation within seven (7) days of the receipt of the Town Administrator's decision or date when such decision is due.

Step 4: If the grievance is not settled in Step 3 to the Association's satisfaction, the Association may submit the grievance to arbitration within thirty (30) days to the Department of Labor Relations.

Section 3. The decision of the Arbitrator shall be final and binding on both parties. However, the Arbitrator shall not have jurisdiction and authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts.

Section 4. Expenses of arbitration shall be borne equally by the parties. Preparation expenses of each party shall remain the responsibility of each party.

Section 5. Should the Town or its agents fail to respond within the time limits set out above, the grievance shall be deemed denied by the Town.

Section 6. Time limits set forth shall mean calendar days. The time limits set forth herein may be modified by mutual written consent.

Section 7. The parties may settle any grievance prior to any arbitration award without precedent.

Section 8. The Arbitrator shall decide only issues as are presented to him by the parties. If the parties are unable to agree on the issues, then the Arbitrator shall decide the issue based upon the submission of the parties.

Section 9. Either party may request to have a stenographic record of the arbitration proceeding. The expense of such stenographic record shall be the responsibility of the party requesting same.

Section 10. The Association agrees that neither it nor any employee will pursue arbitration of an issue when a claim, complaint or charge has been or will be filed on the same issue in another forum.

ARTICLE XVIII. PROBATIONARY PERIOD

The probationary period for employees shall be six (6) months. Employees must satisfactorily and successfully complete the probationary period in order to be recognized as permanent employees covered by this Collective Bargaining Agreement.

ARTICLE XVIV. HOURS OF WORK

A. The schedule of hours of work for unit employees who perform services at the Town Hall shall be as follows:

Monday	8:00 a.m. to 4:00 p.m.
Tuesday	8:00 a.m. to 7:00 p.m.

Wednesday 8:00 a.m. to 4:00 p.m.
Thursday 8:00 a.m. to 4:00 p.m.
Friday 7:00 a.m. to 12:00 noon

- B. During any period in which the hours of work for any unit employees represented by the Association who perform services at the Town Hall are those set forth in Section A above, vacation and sick leave shall be charged against accrued leave on an hourly basis. Vacation and sick leave taken on a Monday, Wednesday or Thursday shall be charged at either eight (8) hours, or, if such employee is entitled to a lunch period without pay, eight (8) hours less the time of such unpaid lunch period. Vacation and sick leave taken on a Tuesday shall be charged at either eleven (11) hours, or, if such employee is entitled to a lunch period without pay, eleven (11) hours less the time of such unpaid lunch period. Vacation and sick leave taken on a Friday shall be charged at five (5) hours.
- C. During any period in which the hours of work for any unit employees represented by the Association who perform services at the Town Hall are those set forth in Section A above, a paid holiday which falls on a Tuesday or Friday shall be treated as one (1) working day without regard to the number of hours to be worked on such day. Thus, if a paid holiday falls on a Tuesday, such unit employee will not have to "make up" additional hours at another time. Similarly, if a paid holiday falls on a Friday, such unit employee will not be entitled to additional hours off at another time.
- D. During any period in which the hours of work for any unit employees represented by the Association who perform services at the Town Hall are those set forth in Section A above, breaks will be observed as they currently are, that is, per Department at the discretion of the Department Manager and staff.

ARTICLE XX. SICK LEAVE BANK

- A. A Sick Leave Bank is established to provide income maintenance for employees who have exhausted leave for which they are eligible under other sections of this Agreement and the Personnel Bylaw. Days may be withdrawn for non-occupational illness or accident of an employee and for no other reason. This Sick Leave Bank shall continue in existence subject to any modifications to its operation provided by this Agreement.
- B. Only Northborough Municipal Employee Association members who contribute to the sick leave bank will be eligible to request usage of the bank's benefits.
- C. All employees hired after July 1, 1999 shall be required to participate in the Sick Leave Bank.
- D. Each employee who has completed one (1) full year of service as of July 1 of any year, shall submit two (2) days of his or her annual allowance for sick leave to the Sick Leave Bank on July 1 of each year and two (2) additional days on each July

1 thereafter until he or she shall have contributed four (4) days to such Sick Leave Bank. Any previous contributions of an employee to the Sick Leave Bank shall automatically be carried forward and credited to each employee. For calculation purposes, a day will be considered one fifth of the total number of hours worked each week.

- E. The Sick Leave Bank shall be administered by a committee of three (3) employees. Members of the Committee shall be designated by the Northborough Municipal Employees' Association. The Association shall notify the employer of the composition of the Committee and any changes therein during the term of this Agreement. There shall be no requirement on the part of the Town to pay for sick leave withdrawn from the bank unless authorized by a majority of the Committee members.
- F. The Committee shall consider, along with other issues deemed relevant by it:
 - a. Adequate medical evidence of illness or accident requiring prolonged absence from work consisting of a note from the employee's primary care physician, specialist or nurse practitioner setting forth a specific medical condition requiring an absence from work;
 - b. Prior exhaustion of all accumulated leave;
 - c. Length of service to the Town of Northborough.
- G. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to the grievance and arbitration provisions of the agreement. The Association will indemnify the Town from any complaints filed by employees concerning the administration of the Sick Leave Bank. In addition, the Committee will review the eligibility and documentation of illness/accident every two weeks.
- H. The records of the operation of the Sick Leave Bank shall be available for audit by the Town Administrator at any time but in no event less than once annually.
- I. Employees who are allowed to withdraw leave from the Bank shall repay the days withdrawn at a rate of one-half (1/2) of their sick leave allowance each month until all days used have repaid. If an employee leaves the service of the Town for any reason other than death or disability retirement before he or she has fulfilled his/her repayment obligation, he or she shall recompense the Town at a rate of one fifth (1/5) of his or her weekly pay for each day not repaid, and the Sick Leave Bank shall be credited accordingly. Such repayment shall be deducted from the employee's final paychecks. Upon recommendation of the Sick Leave Bank Committee and a majority vote by the Association membership at a duly-convened meeting, this requirement for repayment may be waived.
- J. Whenever the Sick Leave Bank is reduced to five (5) days or less, it shall be renewed by the contribution of two (2) additional days by each employee

participating in the Bank. This contribution shall be from current available days, accumulation or charged to the next fiscal year's entitlement, in that order.

K. The maximum allowance granted will be sixty (60) work days.

ARTICLE XXI. EDUCATIONAL INCENTIVE PROGRAM

Employees wishing to earn credits from an accredited educational institution towards a degree program or certification, or for a course or coursework related to their employment with the Town shall be eligible for consideration of tuition reimbursement subject to the following requirements:

1. Requests shall be made in writing to the Town Administrator prior to enrolling in courses providing a description of the course of study and its relationship to Town employment. Approval by the Town Administrator is required in advance of enrolling in courses.
2. Once approval is received, completion of the course with a grade of "B" or better (or 3 or better on a scale of 1-4 with 4 being the highest grade).
3. The Town will reimburse 50% of the tuition at a maximum of \$225 per course.
4. Program is limited to one (1) course per semester.
5. Employees who voluntarily resign from Town employment within three years of receiving reimbursement shall be required to pay the Town for payments received.

ARTICLE XXII. SCHOOL EMPLOYEES WHO ACCEPT POSITION WITH TOWN

Town will allow Northborough K-8 Schools' employees who accept a position with the Town to maintain their years of service for the purpose of computation of eligibility for vacation, sick leave and longevity.

ARTICLE XXIII. JOB DESCRIPTIONS

Effective 7/1/05, the Town implemented new Job Descriptions for the positions in the Union. The impact of this implementation had been negotiated as part of the negotiations for the prior contract.


Please refer to November 4, 2005 Memorandum from Assistant Town Administrator relative to implementation of the Classification Plan.

Town will modify descriptions for Library Assistant-Circulation Assistant, Financial Assistant - Treasurer/Collector's Office, as proposed by Union. Town will also modify descriptions for Public Works positions relative to Licensing issues as necessary, as proposed in the October 12, 2005 Memorandum from the Union President.

The Town intends to reclassify the Cable Access Television Studio Assistant position, currently under Schedule D (Miscellaneous Compensation) of the Personnel Bylaw to Schedule A, pursuant to the August 12, 2014 Memo from the Town to the Union.

IN WITNESS HEREOF the parties have executed this Agreement on this 21st day
of October 2019.

NORTHBOROUGH MUNICIPAL EMPLOYEES' ASSOCIATION:



Michael Roberts


Peter Crepeault


Karen Wilber

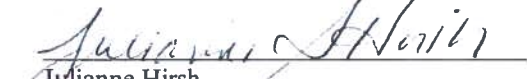
FOR THE TOWN OF NORTHBOROUGH:


Jason Perreault


Dawn Rand


Timothy Kaelin


Leslie Rutan


Julianne Hirsh

<p align="center">APPENDIX A</p> <p align="center">NMEA Collective Bargaining Agreement July 1, 2019—June 30, 2022</p>
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**Classification of Positions by Occupational Groups
and Assignment to Compensation Grades**

Grade	Position Title
A	Board Secretary Cable Access Television Studio Assistant Custodian Financial Assistant Library Assistant Office Assistant
B	Administrative Assistant Assessors Assistant Assistant Tax Collector Assistant Town Accountant Assistant Town Clerk Circulation Desk Supervisor Hazardous Materials Assistant Light Equipment Operator
C	Conservation Agent Counselor Executive Assistant Heavy Equipment Operator Librarian Senior Center Outreach Coordinator Water & Sewer System Maintenance Worker
D	Assistant Town Engineer Assistant Treasurer/Collector Cable Access Director Cemetery Superintendent Dog Officer Highway/Parks Supervisor Inspectors Mechanic Veterans' Agent Water & Sewer Supervisor

E Assessor
Assistant Director, Library
Assistant Director, Family & Youth Services

F Assistant Director MIS/GIS
Director, Recreation
Director, Family & Youth Services
Director, Senior Center
Health Agent
Highway/Parks Superintendent
Inspector of Buildings/Zoning Enforcement Officer
Town Clerk
Water & Sewer Superintendent

G Assistant Town Administrator
Director, Library
Director MIS/GIS
Facilities Manager
Police Lieutenant
Principal Assessor
Town Accountant
Town Planner
Treasurer/Collector

H Assistant Director, DPW
Town Engineer

I Finance Director

J Director of Public Works
Fire Chief
Police Chief

APPENDIX B
NMEA Collective Bargaining Agreement July 1, 2019—June 30, 2022
General Compensation

Effective July 1, 2019— June 30, 2020

<i>ANNUAL</i>			<i>HOURLY</i>		
GRADE	FY20 MINIMUM	FY20 MAXIMUM	GRADE	FY20 MINIMUM	FY20 MAXIMUM
A	\$42,263.96	\$54,943.12	A	\$20.32	\$26.41
B	\$46,788.50	\$60,825.04	B	\$22.49	\$29.24
C	\$51,797.41	\$67,336.63	C	\$24.90	\$32.37
D	\$57,342.57	\$74,545.35	D	\$27.57	\$35.84
E	\$63,481.35	\$82,525.75	E	\$30.52	\$39.68
F	\$70,277.34	\$91,360.52	F	\$33.79	\$43.92
G	\$77,800.87	\$101,141.09	G	\$37.40	\$48.63
H	\$86,129.79	\$111,968.73	H	\$41.41	\$53.83
I	\$92,158.90	\$119,806.54	I	\$44.31	\$57.60
J	\$98,610.00	\$128,192.98	J	\$47.41	\$61.63

Effective July 1, 2020— June 30, 2021

<i>ANNUAL</i>			<i>HOURLY</i>		
GRADE	FY21 MINIMUM	FY21 MAXIMUM	GRADE	FY21 MINIMUM	FY21 MAXIMUM
A	\$43,109.24	\$56,041.98	A	\$20.73	\$26.94
B	\$47,724.27	\$62,041.54	B	\$22.94	\$29.83
C	\$52,833.36	\$68,683.36	C	\$25.40	\$33.02
D	\$58,489.42	\$76,036.26	D	\$28.12	\$36.56
E	\$64,750.98	\$84,176.27	E	\$31.13	\$40.47
F	\$71,682.89	\$93,187.73	F	\$34.46	\$44.80
G	\$79,356.89	\$103,163.91	G	\$38.15	\$49.60
H	\$87,852.39	\$114,208.10	H	\$42.24	\$54.91
I	\$94,002.08	\$122,202.67	I	\$45.19	\$58.75
J	\$100,582.20	\$130,756.84	J	\$48.36	\$62.86

Effective July 1, 2021— June 30, 2022

<i>ANNUAL</i>			<i>HOURLY</i>		
GRADE	FY22 MINIMUM	FY22 MAXIMUM	GRADE	FY22 MINIMUM	FY22 MAXIMUM
A	\$43,971.42	\$57,162.82	A	\$21.14	\$27.48
B	\$48,678.76	\$63,282.37	B	\$23.40	\$30.42
C	\$53,890.03	\$70,057.03	C	\$25.91	\$33.68
D	\$59,659.21	\$77,556.99	D	\$28.68	\$37.29
E	\$66,046.00	\$85,859.80	E	\$31.75	\$41.28
F	\$73,116.55	\$95,051.48	F	\$35.15	\$45.70
G	\$80,944.03	\$105,227.19	G	\$38.92	\$50.59
H	\$89,609.44	\$116,492.26	H	\$43.08	\$56.01
I	\$95,882.12	\$124,646.72	I	\$46.10	\$59.93
J	\$102,593.84	\$133,371.98	J	\$49.32	\$64.12

