

**Memorandum of Agreement
Between
AFSCME State Council 93, Local 939, Boxford Clerical/ Library Employees
&
Town of Boxford**

July 1, 2023 – June 30, 2026

Upon ratification, the following are agreed upon changes or additions to the existing agreement with an expiration date of June 30, 2026:

1. Article I Persons Covered (page 1)

Update union membership and remove Assistant Treasurer Collector from list of union positions. Rename all positions titled Secretary to Administrative Assistant.

2. Article III Union Dues (page 4)

Revise first sentence in paragraph replacing “shall” with “may”.

3. Article VII Grievance Procedure (page 7)

Standardize language throughout contract and replace “working days” with “business days”. Business days are Monday through Friday, excluding weekends and holidays.

4. Article VIII Holidays

Add Juneteenth to the list of paid holidays.

A week is defined as the number of hours in an employee’s scheduled work week.

5. Article IX Vacations Section 3 (page 8)

Change vacation carry over from 40 hours to one week.

A week is defined as the number of hours in an employee’s scheduled work week.

6. Article XI “Sick Leave” Section 3 (page 11)

Add language:

Starting July 1, 2023, any member hired after January 1, 2010 would qualify for sick buy back policy in accordance with the Town’s Personnel By-law Section 23-6D:

After 25 years of consecutive service to the Town, the Town agrees to pay a lump sum payment amounting to 50% of up to 100 days of sick leave accrued and unused at the time of retirement. The Town shall be given a one-year written advance notice of the intent to retire.

7. Article XVI Section 1 Titles and Grades (page 12)

Rename Secretary position titles to Administrative Assistant.

Replace entire section to create 2 grade charts:

<u>Library</u>	<u>Town Hall/ Administrative</u>
Grade 2	Grade 3
<ul style="list-style-type: none"> • Children’s Librarian • Head of Reference • Head of Circulation 	<ul style="list-style-type: none"> • Assistant Assessor
Grade 1	Grade 2
<ul style="list-style-type: none"> • Library Assistant 	<ul style="list-style-type: none"> • Administrative Assistant II (Secretary III) • Account Clerk
	Grade 1
	<ul style="list-style-type: none"> • Administrative Assistant I (Secretary II)

The Union and the Town also agree, before the end the first year of this agreement (June 30, 2024), to convene a Joint Labor Management Committee and work together to explore the possibility of establishing a step chart in a succeeding Collective Bargaining Agreement.

8. Article XVI Payments by the Town Section 2 Personal Leave (page 12)

Strike and remove sentence “At the close of each fiscal year, up to two (2) earned but unused personal days shall be paid as straight time additional compensation to the employee in one of the first two pay periods in July.”

9. Article XVI Section 3 Hourly Rates (page 13)

Change section to the following:

	2% + Adj. FY2024	2% + Adj FY2025	2% + Adj FY2026
TH/ Admin			
Grade 3	\$ 30.36	\$ 31.72	\$ 32.85
Grade 2	\$ 26.57	\$ 27.50	\$ 28.05
Grade 1	\$ 23.53	\$ 24.30	\$ 24.79
Library			
Grade 2	\$ 29.86	\$ 30.71	\$ 31.52
Grade 1	\$ 23.78	\$ 25.01	\$ 25.91

10. Article XVI Section 6 Personal Wireless Phone Reimbursement (new)

Add section:

“The Town shall provide the position of Administrative Assistant II in the DPW a monthly reimbursement of up to \$30, upon presentation of a paid invoice.”

11. Article XIX Job Posting and Bidding (page 14)

Change “business days to “working days” in paragraph 2.

12. Article XX Discipline and Termination (page 14)

Increase probationary period from 120 days to 180 days

13. Article XXI Compensatory Time (page 15)

Decrease accumulation of compensation time to 70 hours with no carry over. Delete last sentence “Up to 40 hours of compensatory time accrued but not utilized by the close of any fiscal year may be carried forward to the ensuing year with the express permission of the department head.”

14. Article XXII Payroll Frequency (page 15)

Remove section entirely.

15. New Article Performance Evaluation

Members will participate in the Town’s Performance Evaluation process. Performance evaluations provide a way to let members know how they are doing and what will be expected of them in the future. They will not be used for disciplinary purposes nor do they effect compensation.

16. Article XXVIII – Duration

Amend as follows:

“The duration of this contract shall be from July 1, 2023 to June 30, 2026 or until such time as a new contract is entered into”

Town of Boxford

Heather Ann Jupp
Chris J. Calkins
Don D. J.
Patricia R.

AFSCME Clerical/ Library Employees

Jacey Turner 3/23/23
Kristina Kwiatek 3/23/23
Cynthia L. Goss 3/23/23
Karen F. Veilleux 3/23/23

AGREEMENT

BETWEEN

TOWN OF BOXFORD

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

STATE COUNCIL 93, LOCAL 939

BOXFORD CLERICAL/LIBRARY EMPLOYEES

JULY 1, 2021 THROUGH JUNE 30, 2023

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ARTICLE I
PERSONS COVERED BY THIS AGREEMENT

The Town recognized the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 939, hereinafter referred to as the "Union," as the exclusive representative, for the purpose of collective bargaining relative to wages, hours of work and other conditions of employment, of all employees of the Boxford Support Staff who are employed by the Town for a minimum of 1,040 hours service to the Town annually, specifically the following positions: Secretary I, Library Assistant, Secretary II, Account Clerk II, Head of Circulation, Secretary III, Account Clerk III, Children's Librarian, Administrative Assistant, Assistant Treasurer/Collector, Field Assessor, Head of Reference, Payroll Benefits Administrator. Excluding all other Town and School Department employees.

ARTICLE II
EMPLOYEE RIGHTS AND REPRESENTATION

SECTION 1.

Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative, or otherwise, and including the right to present Union views and positions pertaining to wages, hours or working conditions to the department, to officials of the Town, to the Town Meeting, to members of the General Court, to public at large, or to any appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would affect any rights of the Union under this Agreement except by consent of the Union. Further, no department official representative, agent or employee acting for the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining the Union;
2. Interfere with the formation, existence, operations, administration or negotiations of the Union;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
4. Discriminate against any employee because he/she has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as part of the Union, or in his own behalf, or;
5. Refuse to meet, negotiate, or confer on matters with officers, or representatives of the Union;

6. Downgrade any employee without just cause.

SECTION 2.

The members of the Union who are on the bargaining team and who are scheduled to work during collective bargaining negotiations may be granted leave of absence without loss of pay or benefits for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract, or supplements thereto. Meetings shall be planned for times when not more than (1) member of the bargaining team will be on regularly scheduled duty. However, the Union may include any number of members.

SECTION 3.

Union officers, representatives or grievance committee members, not to exceed two (2), may be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the employee or others involved, and to participate in any grievance step as described in Article V hereof, or in arbitration procedures consequent thereupon, but in such latter case without pay by the Town. The Union Grievance Committee may consist of more than two (2) members.

SECTION 4.

Union officers, representative or grievance committee members shall be permitted to discuss official Union business with employees during work provided such discussion does not interfere with department business, and shall be permitted to discuss such business with the department head at all mutually convenient times.

SECTION 5.

Union officer, representatives or grievance committee members, up to a maximum total of two (2), in any one instance, shall be granted leave of absence, with pay, and with no loss of benefits, if they so request, to attend meetings of the Board of Selectmen, the Town Meeting, the General Court or other public body, subject to the reasonable discretion of the department head.

SECTION 6.

The members of the Union agree to abide by the rules and regulations of their Departments.

ARTICLE III **UNION DUES AND AGENCY FEES**

Each employee who desires membership in the Union shall tender the initiation fee (if any) and monthly membership dues by signing an appropriate authorization form for the check-off of dues and initiation fees. During the life of this Agreement and in accordance with the terms of

the form of authorization of check-off of dues, the employer agrees to deduct union membership dues weekly, levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and to remit the aggregate monthly amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding collection month.

For employees who have executed proper forms of authorization for payroll check deductions, (said forms being set forth in Appendix "A" of this Agreement), the employer agrees to remit the monthly aggregate to the Treasurer of the Union along with a list of employees who have had said fees deducted. Such remittance shall be made by the tenth (10th) day of the succeeding collection month.

AFSCME Council 93 shall hold the Town harmless and shall indemnify the Town all costs associated with the collection of union dues or agency service fees.

ARTICLE IV **PEOPLE PROGRAM**

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Attached hereto is a sample of the authorization form for the AFSCME PEOPLE program. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer with a courtesy copy of such notice to the Union. The employer agrees to remit any deductions made pursuant to this provision at the same time it submits dues to the Union and the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless the Employer from any claim, actions or proceedings by any employee arising from deductions or actions taken by the Employer under this Article. Once deductions are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

ARTICLE V **MANAGEMENT RIGHTS**

The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, all the powers, authority and prerogatives of municipal management of government including, but not limited to, the following:

The operation and direction of the affairs of departments;

the determination of the level of services to be provided;

the direction, control, supervision of employees,

the determination and interpretation of job descriptions;

the planning, determination, direction and control of all the operations and services of the department;

the increase, diminishment, change or discontinuation of operations in whole or in part;

the institution of technological changes or the revising of the processes, systems or equipment from time to time;

the alteration, addition or elimination of existing methods, equipment, facilities or programs;

the determination of the location, organization, number and training of employees;

the scheduling and enforcement of working hours;

the assignment and requirement of overtime;

the hiring, appointment, and promotion, demotion, suspension, discipline or discharge of employees;

the layoff of employees due to lack of funds or of work;

the making, implementation, amendment and enforcement of rules and regulations and operating and administrative procedures;

the reorganization of the department in whole or in part;

the creation and change of shifts, including the establishment, determination and change, from time to time, of shift times and the determination of the number of shifts and the changing of the number of shifts;

the determination of employee classifications;

except to the extent expressly abridged by a specific provision of this Agreement and/or subject to any bargaining obligations.

ARTICLE VI

STABILITY OF AGREEMENT

SECTION 1.

No amendment, alteration or variation of the terms of provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 2.

The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a

waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or provision, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE VII

GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. (Definition)

The term "Grievance" shall mean any dispute concerning the interpretation, application, enforcement, violation or meaning of this Agreement.

SECTION 2. Grievances Shall Be Processed As Follows:

- Step 1. Grievances may first be presented by the employee and/or a Union Representative to the department head, and an earnest effort shall be made within the next two (2) working days to adjust the grievance in an informal manner. The first step may be omitted by either party.
- Step 2. If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Employee and/or Union and presented to the department head within fifteen (15) business days of the alleged violation of the Collective Bargaining Agreement. The department head shall meet with the Grievance Committee and/or employee(s) involved within five (5) working days from the time the grievance is presented to him/her to discuss and attempt to adjust the grievance, and he/she shall answer the grievance in writing within seven (7) working days after the meeting.
- Step 3. If the grievance is not resolved in Step 2, or answered within the time limit set forth above, the written grievance shall be submitted to the Board of Selectmen of the Town by the Grievance Committee within ten (10) working days after the last aforementioned seven (7) working day period. The Board of Selectmen shall meet with the Grievance Committee within twenty (20) working days after receipt of the written grievance to discuss and attempt to adjust the grievance, and will answer the grievance within seven (7) working days after the meeting.
- Step 4. If the grievance is not satisfactorily adjusted in Step 3, or answered by the Board of Selectmen within the time limit set forth above, it may thereafter be submitted by the Union within thirty (30) working days after submission to the Board of Selectmen at Step 4, whichever later occurs, to Arbitration, by written notice to such effect given to the Board of Selectmen, attention Chairman. The arbitrator shall be selected by mutual agreement of the parties. If the parties fail to agree on the selection of a single arbitrator, the parties may, by mutual agreement, submit the grievance to the Department of Labor Relations ("DLR"). If the parties do not mutually agree to the use of the DLR, the matter will be submitted to the Labor Relations Connection to provide a panel of arbitrators in accordance with the agency's rules and procedures.

SECTION 3.

- (a) Any arbitration hearing shall be held during weekdays, if at all possible and the grieving employee(s), the members of the Union's Grievance Committee (not to exceed three (3) in number), any other employee called as a witness by such Committee shall be granted leave of absence without pay, but with no loss of benefits, while participating in arbitration proceedings.
- (b) The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:
 - (i) The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
 - (ii) The arbitrator shall not render a decision contrary to state or federal law.
 - (iii) Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.
 - (iv) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.
- (c) Grievances may be settled without precedent at any stage of this procedure.
- (d) The Union's failure to initiate or process the grievance within the appropriate time limit at any step shall result in barring the grievance.
- (e) The failure of the department head or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Union may move the matter to arbitration.
- (f) The time limits set forth in this Article may be extended by mutual written agreement of the parties.

ARTICLE VIII **HOLIDAYS**

SECTION 1.

Each member of the Union shall be entitled to the following eleven full day paid holidays:

Full day: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day;

and entitled to the following two half day paid holidays:

Half day: Thanksgiving Eve Day and Christmas Eve Day.

For the purpose of this Article, the holiday is the 24-hour period commencing at 12:01 A.M. of each day permitted.

Payment for work actually performed on holidays shall be paid for at one and one-half (1 ½) times the usual hourly rate for employees covered by this Agreement. However, except in an emergency, full time employees covered by this Agreement will not be scheduled to work on holidays.

SECTION 2.

Each full-time employee shall receive, for each such holiday, compensation equal to his or her regularly scheduled hours that day; or in the case of a half day holiday, 50% of the compensation of his or her regularly scheduled hours.

If a holiday is observed on a day a member is not normally scheduled to work, that member shall be entitled to a one day, or half day "compensatory holiday" with time off at a subsequent date approved in advance by the member's supervisor. The compensatory holiday shall be taken as a full day, not in increments and must be taken prior to the close of the fiscal year.

ARTICLE IX **VACATIONS**

The vacation schedule shall be posted by June 1st.

- A. Employees shall accrue vacation time at the rate of one week per twenty-six consecutive scheduled and worked weeks including authorized leave up to a maximum of two weeks for the first five years of service.
- B. After five (5) consecutive years of service and going into the sixth year, an employee will be entitled to three weeks of vacation leave per year.
- C. After ten (10) consecutive years of service and going in the eleventh year of service, an employee will be entitled to four weeks of vacation leave per year.
- D. After twenty-five (25) consecutive years of service and going into the twenty-sixth year of service, an employee shall be entitled to five weeks of vacation leave per year.
- E. With the immediate supervisor's permission, up to forty (40) vacation hours may be carried over into the next twelve (12) month period.

In the event a member dies while in active employ, any unused, accrued vacation days shall be paid to the member's estate in accordance with M.G.L. Chapter 41, Section 111I as amended.

ARTICLE X **WORKING HOURS AND OVERTIME**

SECTION 1. (Hours of Work)

The days and hours that are in effect upon signing of this Agreement shall remain and shall not be changed unless mutually agreed to between the Union and the Town. It is agreed between the

parties that if an individual and his or her Department Head agree to change hours, whether it be temporary or permanent, said hours shall remain.

An employee who works four (4) hours or fewer in a day will be allowed one (1) fifteen (15) minute paid break. Employees who work more than four (4) hours but six (6) hours or fewer in a day will be allowed two (2) fifteen (15) minute paid breaks. Employees who work more than six (6) hours in a day will be allowed two (2) paid fifteen (15) minute breaks plus a thirty (30) minute paid meal break. The breaks will be scheduled at the discretion of the Department Head. At no time during the break period will the phones be left unattended.

Parties agree that availability of employees to provide service to visitors to the Town Hall, the Libraries, and all other town offices seeking assistance is an essential job function of all employees covered under this agreement. Employees shall be responsible to make sufficient efforts to ensure that visitors to their department may continue to receive prompt service during the break times detailed above. Such efforts may include coordination with other employees and/or other departments to ensure contact when an employee is absent from their desk or assigned work station. Repeated failure to make such efforts may result in employee discipline.

SECTION 2. (Overtime)

All work performed over forty (40) hours in one week shall be paid at time and one half (1 ½).

ARTICLE XI **SICK LEAVE**

SECTION 1.

Employees shall be granted paid sick leave at their regularly hourly rate on the basis of two (2) hours earned for each regularly scheduled forty (40) hours worked (approximately one allowed day for each twenty days of work). No employee may accrue more than eight hundred (800) sick hours at anytime during the course of employment. Sick leave shall not be paid to any employee who has not worked at least ninety calendar days. A limited sick leave benefit of up to two (2) accrued, paid sick days may be granted after completion of ninety calendar days worked. Full sick leave benefit as described in this article shall be available to employees sixty calendar days following completion of his/her probationary period. Paid sick leave shall not be granted unless the employee shall have notified his supervisor of the illness, in the case of more than three consecutive days of absence, unless a doctor's certificate of inability to work shall have been furnished to the Department Head, if requested.

SECTION 2.

Per fiscal year, up to five (5) of the previously accrued sick leave days may be utilized by the employee to assist in the care of the illness of a close family member, limited to a parent, grandparent, child, grandchild, or anyone residing in your household.

SECTION 3.

The Town shall "buy back" 50 % of accrued sick time for employees with twenty-five (25) years of consecutive service at termination, provided that the employee gives the Town a one (1) year notice of plans to retire. This shall be a lump sum payment, payable to the employee within two (2) weeks of the date of separation (at the rate of pay at time of retirement). In the event an employee eligible for this benefit dies while still an active employee of the Town, that employee's estate or pre-designated heir(s) shall receive the lump sum payment.

SECTION 4.

When an employee is suspected of abusing the use of sick leave time accrued, the parties acknowledge the importance of confidential counseling by the employee's Department Head and/or the Town Administrator. For a one-year period following a documented counseling session, the employee may be required to submit medical certification to substantiate use of accrued sick leave.

ARTICLE XII **MILITARY LEAVE**

Military leave shall be granted in accordance with appropriate state and federal laws.

ARTICLE XIII **HEALTH INSURANCE**

The Town shall provide for each employee of the department, a health insurance policy according to that which is presently in effect.

ARTICLE XIV **OTHER INSURANCE**

SECTION 1. Liability Insurance, Inc.

The Town, at its sole cost and expense, shall provide for each employee, an insurance policy to give the insured employee protection against personal liability; the face value of such policy to be not less than that which is currently in effect.

SECTION 2. Life Insurance

The Town shall provide for each employee of the department a life insurance policy, according to that which is presently in effect. The cost of such policy shall be shared equally between the Town and the insured employees.

ARTICLE XV **LONGEVITY**

It is recognized that the length of service an employee has with the Town should provide the

additional factor in the amount of compensation received by the employee. To this end, the following payment schedule, over the above the employee's normal compensation, is provided:

Length of Service
(Each Year)

Additional Compensation Received

Under 10 Years	None
Over 10 Years to under 15 Years	2 ½ % of base wages received in previous fiscal year.
Over 15 Years	5% of base wages received in previous fiscal year.

This lump sum payment shall be calculated and paid after each fiscal year has ended. The payment is derived from base wages paid after the eligibility date and does not recognize overtime, leaves (other than vacation and holidays) or other absences.

ARTICLE XVI
PAYMENTS BY THE TOWN

SECTION 1. Titles and Grades

Grade 1:

Secretary I

Grade 2:

Library Assistant I
Secretary II
Account Clerk II

Grade 3:

Library Assistant II
Secretary III
Account Clerk III

Grade 4:

Grade 5:

Administrative Assistant
Assistant Assessor
Children's Librarian
Head of Reference
Head of Circulation

SECTION 2. Personal Leave

Each employee shall be entitled to up to four (4) personal days per fiscal year. At the close of each fiscal year, up to two (2) earned but unused personal days shall be paid as straight time additional compensation to the employee in one of the first two pay periods in July. No time may be carried over into a subsequent fiscal year.

SECTION 3. Hourly Rates

Retro 1.5% paid from Free Cash		
FY 22: 2% Raise + ADJ. GRADES 2,3,4 - \$.75 and GRADE 5 - \$.40		
FY 23 2% Raise + ADJ. GRADES 2 & 3 - \$1.10; GRADE 4 - \$1.00; and GRADE 5 - \$.45		

	1.50% FY2021	2% (+Adj.) FY2022	2% (+ Adj.) FY2023
Grade 1	\$17.67	\$18.02	\$18.39
Grade 2	\$19.88	\$21.05	\$22.58
Grade 3	\$22.74	\$23.96	\$25.56
Grade 4	\$24.30	\$25.55	\$27.08
Grade 5	\$27.06	\$28.01	\$29.03

All Pay Increases Subject to Appropriation

SECTION 4. Wellness Day

The Town of Boxford wants to encourage employees to participate in wellness activities. Employees will earn one “wellness” day to be used within the following fiscal year upon successful completion within a one-year period of two of the Town’s wellness programs. Qualifying programs include exercise boot camp and yoga. Forms will be provided to each employee for submittal of Signature Verification by the Instructor of at least a 75% attendance rate per program per employee to earn this benefit. Employees whose regular hours never overlap with the Town’s wellness programs may submit a “like” program for approval by the Town Administrator.

SECTION 5; Use of Personal Vehicle for Town Business

The Town agrees to reimburse any employee for the use of his/her motor vehicle on any assigned or required use of his/her motor vehicle in or out of Town. Travel to and from an employee's home to his/her usual place of employment shall not be considered assigned or required use. Travel to and from courses required by the Town as part of this Agreement or to courses which the Town is paying the tuition shall be considered as assigned use. The employee shall be reimbursed at the Internal Revenue Service rate in effect for actual mileage use.

ARTICLE XVII **BEREAVEMENT LEAVE**

Upon the death of a spouse, child, parent, brother, sister, grandparent, grandchild, parent of spouse, or person living in the employee’s immediate household, an employee is entitled to leave without loss of pay for a maximum of four days. Upon the death of an aunt, uncle, niece, nephew, an employee is entitled to leave without loss of pay for a maximum of one day. Satisfactory

evidence of death must be made to the employee's supervisor if requested.

ARTICLE XVIII **CIVIC DUTY LEAVE**

Employees are entitled to leave with pay when called for jury service or when summoned as witnesses on behalf of the town, county state or federal government.

An Employee who receives fees for jury service shall:

1. Retain such fees in lieu of pay for the jury service if such fees exceed his/her regular rate of pay.
2. Remit to the town the jury fees if such fees are less than his/her regular rate of pay.

Employees receiving witness fees or expenses for travel, meals, rooms, etc., are entitled to keep those funds. No civic duty leave shall be granted when the employee is the defendant or is engaged in personal litigation.

ARTICLE XIX **JOB POSTING AND BIDDING**

Whenever a position becomes vacant or is created and is intended to be filled, a notice of such vacancy shall be posted in a conspicuous place in each building where bargaining unit members work. The posting shall list the pay, duties, and qualifications for the position as established by the Department.

The vacancy shall be posted for a period of ten (10) working days. Reasonable efforts will be made to notify an employee on vacation or leave of the posted position. Employees interested in the position shall apply to the Department Head in writing no later than ten (10) working days after the posting period.

When in the sole and exclusive judgment of the Appointing Authority (unless decision is made in a capricious or arbitrary manner), the qualifications and experience of an inside and outside applicant are equal, preference shall be given to the most qualified applicant from the bargaining unit. If more than one inside applicant is deemed as having equal qualifications, the position will be offered to the most senior applicant.

ARTICLE XX **DISCIPLINE AND TERMINATION FOR JUST CAUSE**

SECTION 1.

An employee who has successfully completed his/her probationary period of one hundred twenty (120) calendar days shall not be penalized, disciplined, demoted, suspended or terminated/dismissed except for just cause.

SECTION 2.

All suspensions and discharges must be communicated in writing and the reasons for such action be stated clearly within such a statement. The affected employee and the Union shall receive a copy of this document.

SECTION 3.

Disciplinary action will normally follow the tenets of progressive discipline. If an employee, who having received a verbal or written warning remains free from further disciplinary action for a period of two (2) years from the date of such warning then said warning shall be removed from the employee's record.

ARTICLE XXI **COMPENSATORY TIME**

The Town and the Union agree to comply with Federal standards for compensatory time. Accumulation shall be up to 240 hours per fiscal year by mutual agreement. Approval of the accumulation of compensatory time shall be at the individual employee's discretion and subject to approval by the department head. The use of compensatory time shall be requested at least one week in advance. Approval of the use of compensatory time is the exclusive right of management. Up to 40 hours of compensatory time accrued but not utilized by the close of any fiscal year may be carried forward to the ensuing fiscal year with the express permission of the department head.

ARTICLE XXII **PAYROLL FREQUENCY**

After July 1, 2007, the Town of Boxford, may at any time, at its sole discretion, without further bargaining, when other non-school employees are also subject to the change, institute an every fourteen day (every two-weeks) payroll system for all employees covered under this contract.

ARTICLE XXIII **TUITION REIMBURSEMENT**

Each member of the unit will be eligible to apply for tuition reimbursement for courses taken at accredited colleges related to job responsibilities. The proposed course must be approved in advance by either the Town Administrator or the Library Director. Application shall include a full description of the course and a statement relating the course to the member's job responsibility. The Library Director or Town Administrator will respond to the request within twenty (20) days and will not unreasonably withhold approval. Requests shall be approved in a fair and equitable manner.

The members must successfully pass the course and submit a record of the same. Successful completion shall be defined as a minimum grade of "B" or its equivalent. Once the course has been pre-approved, submission of the grade/transcript shall be deemed sufficient

proof of completion for reimbursement purposes. Submission of a recited copy of the tuition bill or invoice shall be required for reimbursement.

To be eligible for the tuition reimbursement program, the members must intend to remain in the employ of the Town for the subsequent two years. Failure to remain in the Town's employ through voluntary termination may result in the town seeking prorated reimbursement of the funds expended.

The town established an annual fund of no less than two thousand dollars (\$2,000.00) for this tuition reimbursement program; subject to appropriations. The town's tuition reimbursement program is to be shared between the entire membership (currently 15 members) \$133.33 per person. Additional funding for the program may be provided at the sole discretion of the Town.

ARTICLE XXIV **TEMPORARY RECLASSIFICATION**

When an employee has been, or is expected to be absent from his/her position for more than two weeks due to the following:

1) work related injury; 2) documented incapacity to work; 3) FMLA; 4) an approved leave of absence; 5) separation from employment;

the Town may, at its sole discretion in order to maintain operations, choose to temporarily upgrade bargaining unit members.

When an employee in the bargaining unit is assigned to perform duties to a position for a temporary period in the bargaining unit of a higher classification, (as recommended by the applicable Department Head and approved by the Town Administrator) the employee will receive a five percent (5 %) increase in hourly rate for each hour they assume and perform the duties of the higher classification.

When an employee in the bargaining unit is assigned to perform duties of a position outside the bargaining unit for a temporary period, (as recommended by the Town Administrator) the employee will receive a ten percent (10 %) increase in hourly rate for each hour they assume and perform the duties of the position outside the bargaining unit.

Nothing in this section shall be construed to compel the bargaining unit employee to accept a temporary assignment, nor to limit the Town's rights regarding filling of all vacancies, both within the bargaining unit and outside the bargaining unit.

ARTICLE XXV **CLASSIFICATION APPEAL**

Employee may request review of job description in current classification by submitting an appeal in writing to the Town Administrator during the first two weeks of January each year. Once an employee files for classification appeal, that employee may not submit an appeal again

pursuant to this article for a period of five (5) years unless mutually agreed to by the parties. The Town shall conduct a review of the employee's appeal for reclassification and respond in writing within a timely fashion, no longer than 60 days without mutual approval of time extension. Burden of proof is on the employee to sufficiently demonstrate increased complexity of duties warranting re-classification.

Reclassification is subject to ratification by the Board of Selectmen; if ratified, the Board will support at Town Meeting. An adverse decision is subject to grievance in accordance with Article VI. If a reclassification is warranted, it shall become effective the ensuing fiscal year – subject to appropriation. No claims for retroactive compensation permitted.

ARTICLE XXVI **LAYOFF / RECALL**

Employees laid off shall be placed on a recall list for twelve (12) months for the department from which they were laid off. When an employee is recalled to work to the position which he/she was laid off from, or a similar position which they are qualified, the Town will notify the employee via First Class US Mail, copied to the President of Local 939. An employee shall have ten (10) days from receipt of notice to report to work. An employee, who refuses recall or fails to report after notification, shall be removed from the recall list.

**ARTICLE XXVII
NO STRIKE**

The Union, its agents, nor its members will authorize, aid, assist, instigate, or engage in any work stoppage, slow down, sick out, refusal to work or strike against the Town, nor shall the employer engage in a lockout. The Town may, in addition to the remedies available at the Department of Labor Relations under Chapter 150E of the General Laws or this Agreement, file independently an action in a court of appropriate jurisdiction to enforce this article.

**ARTICLE XXVIII
DURATION**

The duration of this contract shall be from July 1, 2021 to June 30, 2024 or until such time as a new contract is entered into. Either side wishing to negotiate a new collective bargaining agreement shall notify the other party on or about October 15th of the year preceding its expiration date. This Collective Bargaining Agreement shall stay in full force and effect until a new Collective Bargaining Agreement is reached between the parties.

TOWN OF BOXFORD
Board of Selectmen

Alfred Vaz, Jr., Chair

Barbara G. Jessel, Clerk

Charles J. Costello

Peter C. Perkins

Mary Anne Nay

AFSCME, AFL-CIO
State Council 93, Local 939
Boxford Clerical/Library Employees

ACCEPTED BY:

Kirsten Stickney

Leanne Mihalchik

Carol Markland, AFSCME Council 93

Date: 8-16-21