

**AGREEMENT**  
**BETWEEN**  
**TOWN OF BOXFORD**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**STATE COUNCIL 93, LOCAL 939**  
**BOXFORD PUBLIC WORKS EMPLOYEES**  
**JULY 1, 2019 THROUGH JUNE 30, 2022**

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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 condition of employment, of all employees, of the Department of Public Works who are employed by the Town for a minimum of 1,040 hours service to the Town annually. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

**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. Down-grade 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 shall 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, without pay, but 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.

**ARTICLE III**  
**UNION DUES AND INITIATION FEES**

Each employee who has completed the 180 calendar day probationary period under Article XVIII 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. AFSCME Council 93 shall hold the Town harmless and shall indemnify the Town all costs associated with the collection of union dues.

**ARTICLE IV**  
**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 the department;
- 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 assignment and transfer of employees;

the scheduling and enforcement of working hours;

the assignment and requirement of overtime;

the determination of whether employees (if any) in a classification/rank are to be called into work at times other than their regular scheduled hours and the determination of the classification/rank to be so called;

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 ability to require employees to respond to a recall;

the determination of the style, color, items and standards of the uniform worn or used by employees;

the determination of employee classifications;

the right to send employees for fitness-for-duty examinations to the extent permitted by law;

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

## ARTICLE V NO STRIKE CLAUSE

### SECTION 1.

In accordance with M.G.L. c150E, section 39A, no employee shall engage in a strike and no employee or employee organization shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by employees.

**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. Within fifteen (15) business days of the alleged violation of the collective bargaining agreement, 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 Union and presented to the department head. 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 its 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 American Arbitration Association or 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.**

- a. Each member of the Union shall be entitled to the following eleven and one half (11½) 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; Half Day: 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. For the duration of this agreement only, one time only, in FY 2011 only, the parties agree that members shall be entitled to November 26, 2010 (Day after Thanksgiving Day) as an additional holiday pursuant to this section

\* Floating Holiday

- b. Payment for work actually performed on holidays shall be paid at one and one-half (1-1/2) times the usual base pay rate for employees covered by this agreement. With the exception that employees called in to work for a weather or storm related emergency on any holiday between November 1<sup>st</sup> and March 1<sup>st</sup> of each year will be compensated at two (2) times the usual base pay rate. Except in an emergency, employees covered by this agreement will not be called in to work on holidays.

**SECTION 2.**

Each full time employee shall receive, for each such holiday, compensation equal to one-fifth of a regular weeks pay. An employee required to work on any holiday shall receive time and one-half pay for the hours actually worked.

**ARTICLE IX**  
**VACATIONS**

The vacation schedule shall be posted with the work schedule by June 1.

- a. Employees shall accrue vacation time at the rate of forty (40) hours per twenty-six consecutive scheduled and worked weeks including authorized leave up to a maximum of eighty (80) hours 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 one hundred twenty (120) hours of vacation leave per year.
- c. After ten (10) consecutive years of service and going into the eleventh year of service, an employee will be entitled to one hundred sixty (160) hours 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 two hundred (200) hours 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."
- f. An employee shall request accrued vacation, in advance, as follows:

• Eight (8) hours or fewer vacation	Forty-eight (48) hours advance notice
• Sixteen (16) to thirty-nine (39) hours vacation	One-week advance notice
• Forty (40) hours or more vacation	One-month advance notice

Notice requirement in this section may be waived at the discretion of the DPW Superintendent/Town Engineer.

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**

**SECTION 1. Regularly Scheduled Duty:**

- a. The work week shall consist of forty (40) hours, scheduled on five (5) consecutive days of eight (8) hours each.
- b. There shall be not less than 48 hours of time off between the completion of one scheduled five (5) day work week and the start of the next.
- c. All work schedules shall be posted on the departmental bulletin board at all times and a copy given to the Union.
- d. Employees in the Bargaining Unit will switch to four 10-hour days no later than Memorial Day each year and shall go back to their five 8-hour days after Labor Day each year. The Superintendent of Public Works shall be allowed to adjust the 10-hour schedule to allow for coverage as needed. Employees will work 8 consecutive hours or 10 consecutive hours, whatever the case shall be, according to the following schedule:

8 hours: 7:00 AM to 3:00 PM

10 hours: 6:00 AM to 4:00 PM

**ARTICLE XI**  
**OVERTIME AND EXTRA HOURS**

**SECTION 1. Scheduling:**

In emergencies, or as the needs of the service require, regular department employees may be required to perform overtime work. All such employees shall be given as much advance notice as possible of extra hours of work opportunities. Scheduled extra hours duty shall be posted and distributed to all regular employees on a fair and equitable basis. Employees, other than those required to work beyond their normal shift or tour of duty due to the emergencies of their workday (such as the completion of a continuing task already underway) shall have the option of declining offered extra shifts; but in the event that sufficient personnel do not accept such offered extra hours on a voluntary basis, or in the event of emergency situations, employees may be required to work overtime on an assigned basis. All employees shall be afforded the opportunity to accept extra hours of duty, but there shall be no discrimination against any employee who declines to work voluntary extra hours.

**SECTION 2. Non-Avoidance of Overtime Provisions:**

The scheduled work shifts or tours of duty of individual employees or groups of employees will not be changed or altered for the purpose of avoiding the overtime provisions of this Article. Revisions of the weekly or monthly work schedule as a result of changes in available manpower, or to meet needs for different hours of coverage shall not be construed as violating the provisions of this section.

**SECTION 3. Method of Compensation for Overtime Service:**

An employee who performs overtime service in accordance with the provisions of this Agreement shall receive, in addition to his regular weekly compensation, one and one-half times his usual hourly rate for each such overtime service. Employees may accept compensatory time off, equal to the hours actually worked, in lieu of compensation of overtime services, if agreeable to the department head, but shall not be required to do so. Pay for overtime service shall be in addition to and not in lieu of holiday or vacation pay (where such service is performed on a holiday or during vacation) and shall be remitted to employees as part of that week's compensation and will be calculated to the nearest one-half (1/2) hours.

**SECTION 4. Required or Assigned Overtime:**

- a. Hours worked in excess of forty (40) in any scheduled work week (including those at the end of the last day) shall be paid for as overtime. This would include the completion of a continuing task already underway, or assignment to a designated site until a situation had been corrected or a successor was provided to carry on or complete the task.

**SECTION 5. Voluntary Extra Hours:**

- a. Except in an emergency or by permission of the Superintendent of Public Works, a person on vacation paid for by the Town, shall not be permitted to work extra hours.

**SECTION 6. Overtime:**

All planned and unplanned overtime shall be distributed on an equitable basis among those employees who normally perform the same functions during normal working hours.

**SECTION 7. Overtime and Extra Hours:**

An employee of the Highway Department called back to work after his/her regular scheduled shift, shall be paid at time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of four (4) hours pay at time and one-half. The overtime guarantee shall begin when the employee actually receives the call.

**SECTION 8. Double Time:**

An employee of the Highway Department, after completion of his/her sixteenth consecutive hour of work on a single shift without interruption, shall be entitled to double time: two times his/her usual hourly rate from the commencement of his/her seventeenth consecutive hour until the conclusion of the uninterrupted work shift.

An employee having achieved double time compensation as described in the paragraph above, and released from his/her work shift and subsequently recalled to work in fewer than three (3) hours from time released, shall, upon return to work, re-commence double time compensation.

**SECTION 9. Paid Private Details**

Private DPW details shall be all services rendered to private parties, when so requested for special events, activities or compliance oversight situations, but not to include regularly scheduled tours of duty or work shifts, or overtime. Such DPW details shall be distributed as they become available on a rotating fair and equitable basis by the Superintendent of Public Works. The rate of compensation for such details shall be equal to the town's prevailing rate for such details with a guaranteed minimum of four (4) hours pay.

**ARTICLE XII**  
**SICK LEAVE**

- a. Employees shall be granted paid sick leave at their regular per diem rate on the basis of eight allowed hours for each twenty days of work. Sick leave may accumulate up to a maximum of eight hundred (800) hours. Sick leave shall not be paid to any employee who has not worked at least ninety calendar days. Paid sick leave shall not be granted unless the employee shall have notified his supervisor of the illness nor, 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.
- b. An employee returning from sick leave, shall not be eligible for overtime or other previously unscheduled work for twenty-four (24) hours after the end of the last shift for which he/she was out sick without the express written consent of the Superintendent of Public Works.
- c. Sick leave taken by an employee before or after a holiday or the first or last day of the work week, may require a doctor's certificate at the sole discretion of the Superintendent of Public Works or Town Administrator. In the event an employee uses 80 hours undocumented sick leave in any twelve-month period, during the subsequent six month period, the Superintendent or the Town Administrator may, at either's discretion, require documentation of reported sickness which included use of sick leave of less than twenty eight hours.

- d. 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 his 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.

**ARTICLE XIII**  
**OTHER LEAVES OF ABSENCE**

Subject to the operating needs of the department, as determined by the department head, he/she shall grant leaves of absence without loss of pay or benefits, at his/her discretion, or as required by law.

**ARTICLE XIV**  
**MILITARY LEAVE**

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

**ARTICLE XV**  
**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 XVI**  
**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 XVII**  
**LONGEVITY**

Employees who have completed ten (10) years or more of continuous employment will be eligible for an additional payment in accordance with the following schedule:

<b><u>Length of Service</u></b>	<b><u>Payment</u></b>
Completed ten(10) but fewer than fifteen(15) years	2.5% of base wages received in the previous fiscal year.
Completed fifteen(15) years	5.0% of base wages received in the previous fiscal year.

The longevity payment is in the form of a lump sum. It is calculated and paid after each fiscal year in which the employee becomes or remains eligible has ended. The payment is derived from base wages attributable to the employee's normally scheduled hours per week. It does not recognize time beyond that normally scheduled, overtime, leaves (other than vacations and holidays) or other absences.

**ARTICLE XVIII**  
**PAYMENTS BY THE TOWN**

**SECTION 1. Uniforms/Protective Clothing**

As a condition of employment, employees are required to wear safety protective shoes and any issued town uniforms and/or protective clothing. Employees shall be entitled to reimbursement upon presentation of a paid receipt of up one thousand dollars (\$1000.00) in each fiscal year of this three year contract for purchase of protective shoes and/or other work related clothing approved by the Superintendent. In lieu of reimbursement, an employee may request in writing direct payment of uniform reimbursement, however, as required by state and federal regulations, said direct payment shall be included as part of the employee's compensation. In addition, the Town will purchase and supply each employee a small number of required clothing each year such as, but not limited to, Boxford logo T-shirts, sweatshirts and heavy winter coats. The employee shall be responsible for cleaning and replacement if damaged.

**SECTION 2. Licenses**

Employees required to possess a valid Commercial Driver's License and any required endorsements, shall be reimbursed upon presentation of a paid receipt. It is a condition of employment and the responsibility of the employee to maintain required licenses and endorsements.

Within one (1) year of initial hire, an employee shall have obtained and maintain a valid Massachusetts Commercial Driver's License, Class B or greater, and a valid Grade 2B Hoist Engineer's License as a condition of continued employment. Additional time may be granted to

achieve said licensure at the sole discretion of the Superintendent of Public Works or shall be granted if the employee is unable to achieve said licensure due to absence from work due to approved Family and Medical Leave Act leave, absence due to line of duty injury leave, and/or absence due to Workers' Compensation Leave. The Town shall reimburse employee upon presentation of a paid receipt for license fees paid for initial and renewal Massachusetts Commercial Driver's License, Class B or greater, and Grade 2B Hoist Engineer's License.

Up to five employees covered by this Agreement may voluntarily choose to add a 4G Side Boom Mower endorsement license to his/her hoisting license. If the employee keeps the license in good standing and performs forty (40) hours or more of side mower duties per calendar year, the employee will be entitled to a lump sum annual stipend of five hundred dollars (\$500) the first pay period of every December. If fewer than five employees covered by this Agreement qualify for the stipend, then the next most qualified, senior, interested employee shall be entitled to seek to obtain and maintain the license and associated stipend.

**SECTION 3. Hourly Wages**

<u>Position</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
Laborer	\$20.53	\$20.94	\$21.36
Truck Driver	\$21.96	\$22.40	\$22.85
Equipment Operator I	\$23.51	\$23.98	\$24.46
Equipment Operator II	\$25.65	\$26.17	\$26.69
Equipment Operator III	\$26.67	\$27.21	\$27.75
Assistant Foreman	\$29.18	\$29.77	\$30.36
Foreman	\$31.18	\$31.81	\$32.44

Licensed Equipment Operators shall be promoted from Equipment Operator I to Equipment Operator II at the sole discretion of the Department Head with the approval of the Selectmen. Licensed Equipment Operators shall be promoted from Equipment Operator II to Equipment Operator III upon completion of fifteen (15) years continuous service with the Boxford Department of Public Works.

**SECTION 4. Temporary Upgrades**

When an employee in the Bargaining Unit is assigned to another position for a temporary period in the Bargaining Unit of a higher classification, (as recommended by the Superintendent of Public Works and approved by the Board of Selectmen) the employee will receive a five percent (5%)



increase, beginning on the fourth consecutive day and retroactive to the first day, for each day they assume the duties of the higher classification.

When an employee in the Bargaining Unit is assigned to a position outside the Bargaining Unit for a temporary period, (as approved by the Board of Selectmen) the employee will receive a ten percent (10%) increase, beginning after forty hours and retroactive to the first day, for each day they assume the duties of the position outside the Bargaining Unit.

**SECTION 5. Personal Leave**

Each employee will be allowed thirty-two (32) personal hours per fiscal year not to exceed 32 hours per fiscal year. Personal hours do not carryover and cannot be cashed out at the end of the year or at retirement.

**SECTION 6. Compensatory Time**

The Town and the Union agree to comply with Federal standards for Comp Time. Accumulation shall be up to 240 hours per fiscal year by mutual agreement. The use of Comp Time shall be requested one week in advance. Comp Time not used in any fiscal year shall be paid to the employee at the end of each fiscal year.

An employee shall request use of accrued compensatory time, in advance, as follows:

• Eight (8) hours or fewer compensatory	Forty-eight (48) hours advance notice
• Sixteen (16) to thirty-nine (39) hours compensatory	One-week advance notice
• Forty (40) hours or more compensatory	One-month advance notice

Notice requirement in this section may be waived at the discretion of the DPW Superintendent/Town Engineer.”

**SECTION 7. Use of Town Vehicle**

The Foreman and Assistant Foreman shall be allowed to take a pick-up truck home in order to respond in a timely manner. Said truck to be selected by the Board of Selectmen or their designee.

**SECTION 8. 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.

**SECTION 9. Town Reimbursement for Personal Wireless Phone**

As a condition of employment, other than approved scheduled absences, employees covered under this agreement are to be accessible by phone for possible call back twenty-four (24) hours a day in case of weather or other need of the Town. In consideration, the Town will provide at the employee's choice either 1) a town issued pager, or 2) monthly reimbursement, upon presentation of a paid invoice, of up to \$50 per month for the employee's personal wireless phone.

**SECTION 10. Foreman Stipend**

As compensation for after hours dispatch and assignment of subordinates to call back duty, the Foreman shall receive a lump sum annual stipend of one thousand five hundred dollars (\$1,500.00), and the Assistant Foreman shall receive a lump sum annual stipend of five hundred dollars (\$500), payable on or before August 15th of each year.

**SECTION 11. Special Animal Disposal**

Employees covered by this Agreement assigned a duty to remove and dispose of deer, beavers and/or skunks, will be entitled, in addition to the applicable hourly rate, of to an extra payment of \$25 per animal removed and disposed. This section is effective upon ratification by both parties.

**SECTION 12. Wellness Day**

Effective July 1, 2020, a voluntary fitness and wellness program will be implemented for all employees utilizing the so called "Cooper Standards". Employees that successfully complete the annual fitness test will be issued one (1) paid wellness day off (eight [8] hours maximum) to be used within the same fiscal year.

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

**SECTION 1.**

An employee who has successfully completed his/her probationary period of one hundred eighty (180) calendar days shall not be demoted, disciplined, suspended or terminated/dismissed except for just cause. Just cause shall include but not be limited to the following:

- a. Medically diagnosed incapacity to perform assigned duties.
- b. Incompetence.
- c. Behavior incompatible with effective conduct of duty.
- d. Behavior detrimental to the Town.
- e. Failure to carry out assigned duties.

**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 employees record.

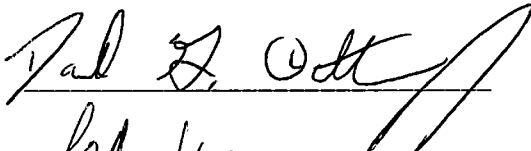

**ARTICLE XX**  
**DURATION OF CONTRACT**

The term of this contract shall be from July 1, 2019 to June 30, 2022, 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.

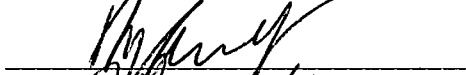
We the undersigned members of the Board of Selectmen of the Town of Boxford and of the Union of the Town of Boxford, agree to the foregoing provisions and adopt the same as our working agreement for the years specified herein.

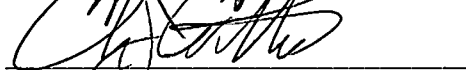
AFSCME Council #93  
BOXFORD Public Works Employees

TOWN OF BOXFORD  
BOARD OF SELECTMEN

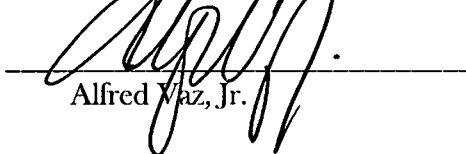
  
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Barbara G. Jessel, Chair

  
\_\_\_\_\_  
Mary Anne Day, Clerk

  
\_\_\_\_\_  
Charles J. Costello

  
\_\_\_\_\_  
Peter C. Perkins

  
\_\_\_\_\_  
Alfred Vaz, Jr.

3-4-20  
\_\_\_\_\_  
Date