

AGREEMENT

BETWEEN

THE TOWN OF BOXBOROUGH



Town of
BOXBOROUGH
Massachusetts

AND

THE



UNITED PUBLIC SERVICE EMPLOYEES LOCAL 424M UNIT MA
DIV 125

JULY 1, 2025 – JUNE 30, 2028

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This Agreement is entered into this _____ day of _____, 2025 by and between the Town of Boxborough (the "Town") and the United Public Service Employees, Local 424M, Unit MA Div 125 (the "Union").

ARTICLE I RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time and regular part-time employees of the Department of Public Works excluding all managerial, confidential, clerical and all other employees party to the Voluntary Recognition Agreement executed between the parties on December 27, 2021 attached hereto and incorporated herein.

The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent and negotiate and bargain collectively for all employees within the bargaining unit. It shall be responsible for representing the interests of such employees without discrimination and without regard to Union or non-union membership.

The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

This Agreement shall be binding upon the Town and the Union and successors and assigns. No provisions herein contained shall be nullified or affected in any manner as a result of any change by the Town.

ARTICLE II 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, subject to any bargaining obligations under MGL Ch. 150E, 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 and evaluation of employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;

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 of employees; and the demotion, suspension, discipline or discharge of employees for just cause;

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

the relief of employees because of the incapacity to perform duties;

the granting and scheduling of leaves, including placement on administrative leave;

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 appropriation of funds;

the determination of employee competency;

the conferring with employees regarding methods of operation;

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 assignment by the DPW Director, from time to time, of employees to shifts, including the change of shift assignments by the DPW Director;

the ability to require employees to respond to a recall to duty;

the requiring of employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;

the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;

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

the determination of employee classifications;

and 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. Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law.

Notwithstanding any provision in this Agreement to the contrary, during an official emergency, the Town shall have the right to take any action necessary to meet the emergency.

Appointments

In the event of a vacancy of any position covered by this Agreement, or the creation of a new position covered by this Agreement, the available position will be posted for ten (10) calendar days at each working location it normally and ordinarily uses for the posting of such notices to employees. The Town may publicly advertise any such position at the same time provided it shall give first consideration to all employees bidding for the job who are covered by this Agreement. Seniority will prevail, if all other factors are equal.

No full-time employees shall be laid-off only to be replaced with part-time workers.

Casual employees shall not replace any permanent employees and shall not be hired during a period in which one or more Town employees is laid off. However, nothing in this article limits the Town's ability to use seasonal employees.

New Classifications

Prior to any new classification(s) to be added to the work force, the Town shall notify the Union of such new classification(s) and will consult with the Union as to appropriate wage(s) to be paid for said new classification (s).

ARTICLE III **UNION RIGHTS** **Premises**

The Town agrees that accredited representatives of the Union, whether Local Union representatives, District Council representatives, or International Representatives, shall have full and free access to the premises of the Town at any time during working hours to conduct Union business, during employee's non-working time, including, but not limited to, the posting of notices, distributing Union literature; and soliciting Union membership. The Union representative shall first notify the Director and receive permission which may be reasonably denied based upon the planned work flow of the requested day and/or time. During the course of any employment orientation program for new employees, or during the first month of a new hire's employment,

where such orientation programs do not exist, the union shall be provided an opportunity to meet such new employees on employee time. Such time shall not exceed thirty (30) minutes. Two officers of the Union will be allowed one (1) day leave to attend Union training each year.

General Provisions

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

The Union may transmit communications, authorized by the Local Union or its officers to the Town or its representatives; the Union may consult with the Town, its representative, Local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

Union Dues

Item 1 – Union Membership & Dues

Membership in the Union and payment of Union dues is voluntary on the part of the employee. The Union recognizes that the so-called Janus decision of the US Supreme Court has outlawed the so-called “agency service fee” and that Town may no-longer collect such an assessment from an employee’s compensation.

The Union shall provide written notice to the Town Officer charged with processing the payroll, upon the effective date of this Agreement and thereafter during the month of May preceding the start of each fiscal year, what the annualized dues shall be for Union members for the following fiscal year. If no such notice is received during said period, the dues in effect for the then current fiscal year shall continue to be in effect. The Town agrees to withhold such dues as the Union may establish for its members from the periodic payroll checks of Union Members and pay over to the Union said amounts, along with the list of employees who have had such dues deducted, the aggregate amount withheld on behalf of the Union no later than the 25th of each month following the month for which they were deducted.

It is the responsibility of the Union to provide Form A, attached hereto, to each eligible union member upon the completion of their probationary period and obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of its failure to provide such notice to a covered employee or providing a signed copy to the Town.

Item 2 – Time for Union/CBA Duties

The Union may appoint a total of up to two of its members as Union Officers who shall be granted reasonable time off during working hours to investigate and settle grievances, participate in management meetings and carry-out similar such duties. They shall receive permission from the Director or his designee in advance of taking such time off. A written list of Union Officers shall be furnished to the Town upon their designation and the Union shall notify the Town of any change.

The Union may appoint a total of up to three of its members to engage in collective bargaining. A unit member who serves on the bargaining committee may attend any bargaining session with the Town that may be scheduled during his/her regular working hours, without loss of pay or benefits, while he/she is so engaged with the provision that he/she notify the Director no less than forty-eight (48) hours in advance of the date, place and time of such meeting. The Director may adjust the shift and/or part of the shift required for the member officer participating in such sessions such that there is no loss to the Town of time to be worked.

Union Representative

A written list of the Union Officer and other representatives shall be furnished to the Town of Boxborough immediately after their designation and the Union shall notify the Town of Boxborough of any changes.

The above shall be granted reasonable time off during working hours, to investigate and settle grievances. They shall receive permission from the Director or his designee in advance of taking time off.

Labor-Management Safety Meetings

The Union shall designate a standing Committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which Committee shall meet with the Town Administrator and the Director(s), or their designated representatives, no less than twice a year, for a general discussion of safety matters and concerns and within seventy two (72) hours of any incident resulting in the filing of an accident report for which the injury and/or time loss is the result of a compensable accident, for a specific discussion of the events of the accident and lessons learned and possible improvements to work-flow and/or practices, under the workers compensation laws of the state.

Such conditions may include but shall not be limited to vehicle equipping and condition, supplies and equipment, work procedures and the like. Changes implemented by the Town as a DPW Contract

result of the review of a compensable accident or other action taken under this clause is not to be considered part of the Grievance procedure hereinafter described.

As a matter of workplace safety, the Town reserves the right to put in place a comprehensive policy on medicinal and recreational marijuana after consultation with the Union.

ARTICLE IV NO-STRIKE NO LOCKOUTS

The Town shall institute no lockout of employees during the term of this Agreement. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE V PROBATIONARY STATUS

Newly hired employees shall be considered probationary employees during the first six (6) months because of continuous employment. An employee separated during the probationary period shall have no recourse to the grievance procedure.

Initial probationary period may be extended by the Town, at its sole discretion, for up to an additional six (6) months for: (a) management observed performance issues or (b) absences of more than five consecutive days or a cumulative of ten (10) days of absences.

ARTICLE VI WORK SCHEDULES Hours of Work

The work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The shift(s) shall be 7:00 AM to 3:00 PM Monday through Friday for the Highway Division and 7:00 AM to 3:00 PM on Tuesdays/Thursday/Friday, 11:00 AM to 7 PM on Wednesday and 8:00 AM to 4:00 PM on Saturday for those assigned to the Transfer Station Division. The eight (8) consecutive hours of work shall include a 30-minute paid lunch break during the mid-point of the shift. There shall be an end of day clean-up period of fifteen (15) minutes allowed within the eight (8) hour shift except for those who work at the Transfer Station. Each day of work at the Transfer Station shall also include one half hour for the purposes of a fifteen-minute opening and fifteen-minute clean-up and closure period for each day provided, however, that if such opening and closing time shall cause the extension of the shift before and after the normal eight-hour work day, it shall be paid at the overtime rate of time and one-half.

The Town reserves the right to alter the work schedule in the event of an emergency or whenever it otherwise deems it reasonably necessary or appropriate to do so. The Town will not act capriciously or arbitrarily in effecting such change. The Town further agrees that such change will not be implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this Agreement.

Work schedules of employees shall be posted on the Department bulletin board.

Swaps arranged by the individual employees will not cause any overtime to be paid by the Town. Swaps must be approved by the Director or his designee.

Attendance

Regular attendance during all scheduled hours of work, reporting to work on time and continuing to work to the end of the work period is expected of every employee on each scheduled work day. Employees shall record daily hours worked in writing. The method or technology used to record daily hours shall be determined solely by the Town. All time sheets shall be signed for approval by the department head or supervisor before being submitted for payroll. Department heads and supervisors shall record all absences, tardiness and early departures. Absences, tardiness and early departures for unexcused reasons shall be grounds for disciplinary action by the department head or supervisor. Employees shall not be paid for time lost due to absences, tardiness and early departures for unsatisfactory reasons.

Breaks

All employees will be allowed a 15-minute break after four (4) hours of overtime or at the first opportunity the weather or work circumstances permit, at the discretion of the Director. In any event, after eight (8) hours of overtime work an employee shall be provided a thirty (30) minute paid meal break at a designated work site or such other site as may be approved by the Town upon request.

Compensation

	FY 26 (2.75%)													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Team Leader Highway	\$32.28	\$33.09	\$33.92	\$34.77	\$35.64	\$36.53	\$37.44	\$38.38	\$39.34	\$40.32	\$41.33	\$42.36	\$43.42	\$44.50
Team Leader Bldg & Grounds	\$29.79	\$30.53	\$31.30	\$32.08	\$32.88	\$33.70	\$34.54	\$35.41	\$36.29	\$37.20	\$38.13	\$39.08	\$40.06	\$41.06
Skilled Laborer and Fleet Maintenance Mechanic	\$27.70	\$28.40	\$29.11	\$29.83	\$30.58	\$31.34	\$32.13	\$32.93	\$33.75	\$34.60	\$35.46	\$36.35	\$37.26	\$38.19
Laborer and Transfer Station Operator	\$23.97	\$24.57	\$25.19	\$25.82	\$26.46	\$27.12	\$27.80	\$28.50	\$29.21	\$29.94	\$30.69	\$31.46	\$32.24	\$33.05

	FY 27 (3%)													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Team Leader Highway	\$34.08	\$34.94	\$35.81	\$36.71	\$37.62	\$38.56	\$39.53	\$40.52	\$41.53	\$42.57	\$43.63	\$44.72	\$45.84	\$46.99
Team Leader Bldg & Grounds	\$31.45	\$32.23	\$33.04	\$33.87	\$34.71	\$35.58	\$36.47	\$37.38	\$38.32	\$39.27	\$40.26	\$41.26	\$42.29	\$43.35
Skilled Laborer and Fleet Maintenance Mechanic	\$29.25	\$29.98	\$30.73	\$31.50	\$32.28	\$33.09	\$33.92	\$34.77	\$35.64	\$36.53	\$37.44	\$38.38	\$39.34	\$40.32
Laborer and Transfer Station Operator	\$25.31	\$25.94	\$26.59	\$27.26	\$27.94	\$28.64	\$29.35	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21	\$34.04	\$34.89

	FY 28 (3%)													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Team Leader Highway	\$35.98	\$36.88	\$37.81	\$38.75	\$39.72	\$40.71	\$41.73	\$42.77	\$43.84	\$44.94	\$46.06	\$47.22	\$48.40	\$49.61
Team Leader Bldg & Grounds	\$33.20	\$34.03	\$34.88	\$35.75	\$36.65	\$37.56	\$38.50	\$39.47	\$40.45	\$41.46	\$42.50	\$43.56	\$44.65	\$45.77
Skilled Laborer and Fleet Maintenance Mechanic	\$30.88	\$31.65	\$32.44	\$33.25	\$34.08	\$34.94	\$35.81	\$36.71	\$37.62	\$38.56	\$39.53	\$40.52	\$41.53	\$42.57
Laborer and Transfer Station Operator	\$26.72	\$27.39	\$28.07	\$28.77	\$29.49	\$30.23	\$30.99	\$31.76	\$32.56	\$33.37	\$34.21	\$35.06	\$35.94	\$36.84

- Add one Step and Drop one Step each year of the CBA as reflected above.
- FY 26-2.75%; FY 27-3%; FY28-3% as reflected above.

The Town shall have the discretion to start a new employee at a step on the wage scale for the applicable job grade that, in the reasonable judgment of the Town, is justified by the work history of the new employee and the current job market conditions.

Once an employee has been employed by the Town for at least six (6) months, the employee shall move to the next step in the employee's job grade on each succeeding July 1st, so long as the employee has not been disciplined during the preceding fiscal year or received a performance evaluation rating of "needs improvement" or lower during said year. Employees who are unable to satisfy these conditions for a given fiscal year shall not

be eligible to receive a step raise until the following July 1st and only if they are able to satisfy those same conditions for the ensuing fiscal year.

On July 1, 2022, employees who were in the employ of the Town as of January 1, 2022 will be advanced one step on the wage schedule if they are otherwise eligible.

Employees who achieve the required license of a higher classification than the position they hold (i.e. laborer to skilled laborer) shall be promoted to that position on July 1st following their achievement of the higher classification.

Voluntary firefighters who are called to a fire during their regular DPW work hours shall receive their regular DPW pay for the hours of the fire emergency that fall within their regularly scheduled shift, after which time they shall be paid through the Fire Department. In the event that the employee has been cleared from the fire emergency more than one (1) hour prior to the conclusion of the employee's regularly scheduled shift, the employee shall return to the DPW to finish said shift.

Overtime Equalization

The Town shall allocate overtime on a reasonably equal and equitable basis to ensure all employees are given a fair and equal opportunity to earn overtime compensation. The Town shall maintain a listing to show such calculations which shall be available for inspection by the Union representatives. For purposes of this Article, overtime opportunities refused by an employee shall be considered "time worked".

Seniority and Seniority Rights

Full-time seniority is defined as an employee's length of continuous service with the Town and Department since his/her last date of hire, whose normal workweek is forty (40) hours or, in the instance of regular part-time employees, the equivalent thereof. Seniority shall be by classification.

The Town shall post in a conspicuous place and furnish the Union every twelve (12) months with a current seniority list.

Any employee's continuous service ends by voluntary resignation, discharge, retirement, or a layoff in excess of the recall period.

Layoff and Recall

1. **Layoff.** In the event the Town determines that it is necessary to lay off any employees, a meeting shall be scheduled with the Union to consult on possible alternatives to layoff. No employee shall be laid off unless he/she received a notice in writing (the "Layoff Notice"), at least four (4) weeks in advance of the layoff date. The Union will be sent a copy of the notice.
2. **Implementation.** Should a layoff occur, an employee who is laid off may bump a less senior employee in an equal or lower classification, provided the employee possesses the appropriate licenses and certifications and can demonstrate they are qualified for the position. The Layoff Notice shall include notification with respect to this right. The employee must exercise this right within three (3) days

of being informed they are being laid off by informing the Town in writing. The Town shall then notify the "bumped" employee who may utilize this same procedure until the number of layoffs has been fully implemented. The act of "bumping" shall not trigger a new consultation and notification over the necessity to lay off any employees under Paragraph I.

3. **Recall.** If there is a recall of any laid off employees, they will be recalled in the inverse order of the layoff. Recall rights of persons laid off will end six (6) months after their date of separation from the Town. Employees shall be given notice of recall by first class mail to their last known address and a copy shall be sent to the Union. The employee must notify the Town of an intention to return, within fourteen (14) days of the mailing of said notice. It is the responsibility of the employee to supply the Town with the current mailing address. Upon reinstatement, employees shall be credited with previous service for contractual benefits.
4. **Backgrounding:** The Town reserves the right to have a recalled employee undergo a physical, driving record, CORI check, and other elements of the initial hire process as part of the recall to determine their eligibility for re-employment.

Methods of Payment

Employees are paid on a bi-weekly basis. Payment of expenses incurred in the performance of an employee's duties, and eligible for reimbursement, shall be made within three (3) weeks of being submitted in the proper form as a part of the payroll process. Paychecks shall not be given to anyone other than the person for whom they are written unless a request is made in writing in advance by the person to whom the check is payable. Paychecks shall not be distributed prior to the date and hour authorized by the Town unless for extenuating circumstances and approval by the appointing authority. No payroll deductions other than legally required deductions will be made from an employee's paycheck without the employee's written approval.

Direct Deposit: Pay checks will be directly deposited to the employee's bank account.

The Town agrees that each paycheck will be accompanied by an itemized deduction slip, listing regular hours, overtime hours, sick time and all other necessary deductions.

All changes in rates of pay, regardless of type, shall take effect on the first full payroll period following the effective date of the change.

As an alternative to printed statements, the Town may, after notice to the employees with a copy to the union, provide access to the employees pay statement electronically provided it shall allow access from a Town work station, for the printing of one copy of the pay statement if the employee shall so desire.

Reimbursement of Licenses

Upon proof of license or renewal, the Town agrees to reimburse the cost of Commercial Driver Licenses (CDL), Hoisting Licenses, and DOT physicals required for the positions they hold. The Town also agrees to reimburse any such license or endorsement needed to operate equipment the Town might own, lease, or rent if such license is in excess

of those normally and ordinarily required for the position the employee holds. There will be no reimbursement for a Class D Driver's License.

The Town shall pay the employee an additional annual amount, apportioned on the regular payroll basis, of \$400.00 for each license the employee shall hold which is higher than that otherwise required for his/her position, subject to an annual maximum of \$1,600.00, which would allow the employee to operate equipment the Town might own or determine that it may lease, or rent. Additional licenses would include CDL A, CDL B, Tanker Endorsement, Hazmat Endorsement, Hoisting Licenses 2A, 2B, 4G, 4E, Flagging certification and Trapping License (Beaver). The licenses required for the employee's positions are as set forth in the following grid.

License	Position					
	Laborer	Skilled Laborer	B&G Team Leader	Highway Team Leader	Mechanic	Supplemental
Drivers - Class D	X					
CDL - B		X	X	X	X	
Hoisting		X	X	X	X	
4G				X		
CDL - A						X
Tanker						X
Hazmat						X
Flagging						X
Trapping (Beaver)						X
4G						X
4E						X
2B						X

Call Out & Call In

All unscheduled call-out incidents shall be paid at the rate of time and one-half the regular rate for a four (4) hour minimum. When instructed by the DPW Director to report to work less than four (4) hours prior to the beginning of a scheduled workday, compensation will be for the hours actually worked if the Director notified the employee to report by the end of the previous workday.

Employees receiving a four (4) hour minimum callback may be re-called to work within the same four (4) hour minimum callback period without additional compensation.

Foreman who are required to call in additional employees during off schedule hours will receive one (1) hour of overtime for such work.

Overtime

Payment for overtime shall be in accordance with the terms of the Fair Labor Standards Act of 1938, as amended. If an assignment requires work in excess of forty hours per week, such overtime work must be authorized in advance by the Department Head. Employees shall be paid one and one-half times their regular hourly rate for the hours worked beyond forty in the work week. Vacation, personal, sick and holiday time as well as paid time allowed for jury duty and bereavement leave are included as hours worked.

Snow and Ice Removal

An employee who works in excess of eight (8) hours in any single work day will be paid at the rate of time and a half the employee's regular rate of pay, for the time worked in excess of eight (8) hours in that work day. If the employee is being paid at the rate of time and a half and continues to work into the employee's next shift, the employee will continue to be paid at time and a half until the normal work shift ends (3:00 PM) or the continuous work period ends. An unpaid rest period of no more than four (4) hours shall be granted and the employee will be allowed to go home. This rest period shall not cause the continuous work to end and compensation at time and one-half shall resume when the employee returns to work from such a rest period.

When an employee is called in for any emergency or snow event more than four (4) hours prior to the start of his/her regular shift, said employee shall remain on the appropriate overtime rate until dismissal for the day. It shall be management's option to have the employee remain at work for the balance of the shift or send the employee(s) home. If the employee opts to go home prior to the completion of their shift, they shall be compensated at their regular hourly rate for the balance of the shift.

Excepting the shift over-time set forth for those assigned to the Transfer Station, overtime shall be distributed on an equitable basis among employees capable of performing the work in question, i.e. needing a CDL driver or having a Hoisting license. Continuously updated Overtime Call-In Lists will be kept on the breakroom bulletin board. Overtime shall be voluntary except when it endangers public health, welfare or safety.

Promotions & Out of Grade Work

When an employee is promoted to a position in a higher class, the employee's salary shall be increased to the first step which provides them with an increase in pay of at least 5% above their base pay prior to the promotion.

Whenever at the direction of the Town Administrator, or at the direction of the Department Head with the consent of the Town Administrator, an employee is assigned tasks and responsibilities for a period of more than ten (10) business days which are normally and ordinarily performed by another employee in a higher job classification and which are not among those tasks and responsibilities that the employee would normally and ordinarily be expected to perform under the terms and conditions of the job description for their position, the employee shall be paid an additional five percent (5%) of their base pay for the period of time beyond ten (10) business days that they perform the "Out of Grade" tasks and responsibilities provided, however, that in no case shall they be paid more than the top step of the higher grade position which would normally and

ordinarily carry out such tasks and responsibilities.

ARTICLE VII BENEFITS

Employees shall be eligible for the benefits established in the Town's Personnel Plan as it exists as of January 1, 2022 unless specifically amended herein:

Uniforms & Equipment

Uniforms and Special Clothing - Upon determination of the department head or appointing authority, employees may be required to wear uniforms, protective gear and other types of special clothing provided by the Town. The Town reserves the right to determine what uniforms are to be worn, who will wear uniforms, what protective gear is required and how such gear will be worn and used. At the termination of employment, the Town requires that all uniforms and protective gear be returned.

Allowances

Uniform Allowance: The Town will annually issue to each employee the following items as a Town uniform which the employee shall maintain during the useful life of the item: Jacket (2), Long Pants (3), Short Pants (3), T-Shirt Short Sleeve (3) T-Shirt Long Sleeve (3) Socks (2) Ball Hat (1), Winter hat (1). These uniforms may not be worn as personal wear except for short durations on the commute to and from work. Each employee bears personal responsibility for said items. If any of the items mentioned are torn or damaged in the line of work, the Town will replace same. Uniforms approved by the Director shall be worn at all times.

Boot Allowance: The Town will reimburse each employee an amount of three hundred dollars (\$300.00) per year for work boots upon presentation of a dated receipt of purchase.

Safety Glasses Allowance: The Town will reimburse each employee an amount of up to two hundred dollars (\$200.00) in a given fiscal year or up to four hundred dollars (\$400) in the second year for ANSI Z87-approved prescription safety glasses upon presentation of a dated receipt of purchase.

Tool Allowance: The mechanic shall be eligible for a \$500 reimbursement allowance to replace broken or lost personal tools.

Holidays

All holiday pay is paid at an employee's regular daily rate. The following are paid holidays:

New Years' Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Indigenous People's Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving
Juneteenth	Christmas Day

Each holiday will be observed by the Town on the day designated by State law. In order to be eligible for holiday pay, employees must work the scheduled working day before and scheduled working day after the holiday, unless the employee has documented evidence from a physician of an illness.

Whenever an employee is required to work on a paid holiday, they shall be paid at the rate of one and one-half times the employee's normal hourly rate for the period of the holiday worked.

The Town acknowledges that federal and state law requires that the Town accommodate the religion of its employees. As such, employees will not be penalized for exercising their religious beliefs and with the approval of the employee's supervisor/department head, employees that wish to be absent from work for religious holidays will be able to do so, provided however, that such time off is without compensation. The previously listed holidays are the only paid holidays offered by the Town.

Reduced hour employees will be eligible for all holiday pay.

Vacation

All regular full-time employees shall accrue vacation with pay as follows:

SERVICE	ACCRUAL RATE	VACATION
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	8 hours per month	Twelve (12) work days
After five (5) years	11.33 hours per month	Seventeen (17) workdays
After ten (10) years	14.67 hours per month	Twenty-two (22) workdays
After fifteen (15) years	16.67 hours per month	Twenty-five (25) workdays

Employees shall be allowed to use vacation in half-day increments.

Employees who work less than full-time will receive vacation leave in an amount that is proportional to the number of hours that they work, inclusive of holiday, sick, personal and vacation leave, over the course of a fiscal year had they been working a full-time schedule of 2080 hours.

For Employees who will have more than three weeks of vacation leave, they may make application to the Town, between May 1 and May 15, to have up to one week of such vacation leave bought back by the Town. Such buy-back is subject to a determination that funding is available within the Department's budget and the buy-back is in the best interest of the Town. The decision of the Town Administrator is not grievable.

Time not used in the year in which it is credited shall be time lost unless, in the event of an emergency or staffing levels so nominal as to not allow the Town to maintain its work processes in a reasonable manner, vacations are cancelled and the amount of time remain on the books as of the date of cancellation shall be carried over.

Whenever the employment of any person, subject to the provisions of this Policy, is terminated during the year due to layoff, resignation, retirement or death, without the employee having taken all vacation to which he/she is entitled, the employee or his/her estate will receive compensation for any unused vacation time.

Illness suffered during an employee's scheduled vacation will be considered vacation time rather than paid sick time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave are satisfied and the vacation time rescheduled. If leave for bereavement purposes during vacation time becomes necessary then bereavement leave may be substituted for the vacation time.

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town's service and are later reinstated, shall be considered new employees except as covered in the lay-off provisions.

Observed holidays established by these policies falling within a vacation shall be considered holiday time not vacation time.

With respect to the usage of leave time for vacation, the Highway Department shall be restricted from taking vacation leave during days between November 15th and April 15th. They may, however, under a circumstance that might so justify their absence, request from the DPW Director, at his sole discretion, permission to take vacation during such periods.

With the exception of two weeks carryover allowed into the new fiscal year, vacation time not used in the year in which it is credited shall be time lost unless, in the event of an emergency or staffing levels so nominal as to not allow the Town to maintain its work processes in a reasonable manner, vacations are cancelled, and the amount of time remaining on the books as of the date of cancellation, shall be carried over.

Leave of Absence

Reasonable requests for leaves of absence may be granted by the Department Head, with the approval of the Town Administrator. At their discretion, such leaves of absence shall fall into one of the following categories:

Sick Leave

Sick leave shall be accrued at the rate of one (1) day per month of work. Unused sick leave may be accumulated up to a maximum of 180 days. Employees who work less than full-time will receive sick leave in an amount that is proportional to the number of hours that they work, inclusive of holiday, sick, personal and vacation leave, over the course of a fiscal year had they been working a full-time schedule of 2080 hours. After three (3) continuous days of sick leave use, or upon the Town detecting that a pattern of potential abuse of sick leave may have occurred, the employee will be required to present a doctor's certificate, verifying sickness and/or certifying the ability of the employee to return to work. The Town will provide prior notice to the employee that the employee is believed to be abusing sick leave. Notification of absences due to illness must be made to the Department Head at least one hour prior to the regular scheduled start time on the day of absence.

In addition, an employee shall be permitted to use sick leave for the following reasons:

- To care for a physical or mental illness, injury or medical condition affecting the employee or the employee's child, spouse/partner, parent or parent of a spouse/partner;
- To attend routine medical appointments of the employee or the employee's child, spouse/partner, parent or parent of a spouse/partner;
- To address the effects of domestic violence on the employee or the employee's dependent child

For all employees hired after July 1, 2022, unused sick leave may be accumulated up to a maximum of 120 days.

Personal Leave

Employees shall be eligible for three (3) days of Personal Leave during each fiscal year, subject to the following conditions:

- a. Personal leave may be used for personal reasons and such leave shall be taken with the prior approval of the Department Head. Such approval shall not be unreasonably withheld.
- b. During the first year of employment, each such employee may be eligible for one day of paid personal leave for each four (4) months that the employee has worked.
- c. Unused personal leave can never be carried over into another fiscal year, nor can it be converted to pay or compensation of any kind.
- d. Employees who work less than full-time will receive personal leave in an amount that is proportional to the number of hours that they work, inclusive of holiday, sick, personal and vacation leave, over the course of a fiscal year had they been working a full-time schedule of 2080 hours.

Parental Leave

In addition to the unpaid parental leave benefit set forth in the provisions of MGL Ch. 149, §105D, the Massachusetts Parental Leave Act (“MPLA”), the EMPLOYEE, for the purpose of giving birth, or for the placement of a child under the age of 18 for adoption with the EMPLOYEE who is adopting or intending to adopt the child, or under the age of 23 if the child is mentally or physically disabled, and after them having been employed by the Town in a full-time capacity for a period of at least twelve (12) consecutive months, shall be eligible to receive a matching paid day of leave time from the Town, subject to a maximum of 20 paid days, for each day of accrued paid leave that the employee utilizes from the employee's own leave balances during the parental leave period. The matching days from the Town may be used upon the commencement of the parental leave period and must be used within 6 months of the commencement of the parental leave period. Such days cannot be accumulated, cashed out or utilized outside of this time period.

All parental leave taken pursuant to this section shall be counted against the employee's annual leave allowance under the Family and Medical Leave Act and MPLA.

Jury Duty

Employees who are called to serve on jury duty, and ordinarily would have been scheduled on the day that jury duty is served, shall be paid the difference between the employee's compensation for serving on jury duty (excluding reimbursement of out-of-pocket expenses) and the compensation that the employee would have ordinarily received for that day. All such employees shall make every reasonable attempt to report for work on the days on which they serve. Reasonable documentary proof of actual service of jury duty must be presented for this compensation to be paid.

Illness on the Job

If an employee becomes sick while at work, the department head or supervisor shall arrange for emergency first aid treatment. Beyond this care, the treatment of an employee who becomes ill is the responsibility of the employee, unless the illness is related to the employee's work.

Sick Leave Bank

Bargaining unit members shall be eligible to voluntarily participate in any Town-Wide Sick Leave Bank the Town may establish under the same terms and conditions as it is managed for other Town employees.

Bereavement Leave

In the event that the spouse/partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed five (5) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of a regular, full-time employee, or of the employee's spouse/partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day.

Bereavement time shall commence upon the date of death provided, however, that the employee may hold in reserve one day of such leave in reserve for six months to be used on the date of the actual funeral or memorial service.

Injury on the Job

If an employee is injured while working for the Town, such employee shall immediately inform the department head or supervisor in writing within 24 hours or, in the event this is not possible due to being under treatment, lack of access to means of communication or the like, within twenty-four (24) hours of the event by phone call, text or email to the immediate Supervisor and head of the Department. It is important that every injury be reported. Worker's compensation laws provide benefits for employees injured on the job. Medical expenses and the amount of compensation to which an employee is entitled for lost time are set by state law. All injuries must

be reported immediately so that necessary reports may be completed. If medical attention for the injury is required, a medical statement shall be required before the employee returns to work.

Workers Compensation

DPW employees are covered under the Massachusetts Workers Compensation Law and are entitled to the benefits and provisions of this law. Worker's Compensation law does not provide for payment of loss wages until after five lost days and then it is retroactive to the first day of injury. For on the job injuries that result in loss time less than five days, the employee's accumulated sick time will be used. All injuries shall be reported immediately to the supervisor or department head and proper forms completed to qualify for insurance coverage. Employees may not use their accumulated sick or vacation leave to make up the difference between their regular pay and the amount of pay received under Workers' Compensation.

Employees may use leave time to supplement workers compensation benefits in order to receive 100% of the pre-injury base weekly compensation received prior to the work-related injury compensable under the worker's compensation law, the calculation of the number of hours to be used shall be made by the Town, which shall reduce any fractional hours calculated to the lower whole hour. Any such calculations by the Town shall be at its sole discretion and are not subject to the grievance procedure.

Light Duty

An employee out on sick leave or for an injury compensable under the worker's compensation law may, at the discretion of the Director and contingent on work being available within the scope of that performed by members of the bargaining unit, whether or not such work is within the scope of the employee's ordinary job duties, be required to work on a partial or light duty basis upon a physician advising the employee that the employee is able to do so.

The employee shall promptly notify the Town when a physician advises them they are able to perform such partial or light duty work. The employee shall begin the work schedule set for him, subject to availability and in accordance with the physician's advice, upon the first day of the full week following such notice having been given to the Town.

Thereafter, the work schedule shall be set at least one full week in advance provided that any future day of scheduled work may be canceled at the end of a schedule day if the conditions which created the possibility of the light duty change (such as inclement weather or a cancelled delivery) impractical. Each shift shall be no less than four hours in duration. Prior to establishing the work schedule, the employee's Department Head shall be consulted to determine the nature and duration of any work Light Duty work which might be available with the employee's assigned Department.

Members of other units may be allowed to perform bargaining unit work on such a "light duty" basis provided there is no layoff of a bargaining unit employee or denial to them of the benefits of this section due to a lack of work.

Pro-Ration of Benefits

Except as may otherwise be prescribed by statute, all accrued leave time described above shall cease to accrue upon an absence from work for more than thirty (30) days. Leave

time will begin to accrue again upon the first of the month following the employee's return to work. Employees who are not accruing leave time will not be paid for holidays which occur during this non-accrual time period but will have the right to use leave time to otherwise be paid for such a day.

Medical Insurance Opt-Out Stipend

Effective July 1, 2025, the EMPLOYER will offer a maximum stipend of \$2,400 per year for EMPLOYEES who Opt-Out of receiving medical insurance through the Town subject to all of the following terms:

- i. EMPLOYER will pay the stipend on the same payroll basis as if the EMPLOYEE had deductions being withheld for insurance had they been enrolled in such insurance.
- ii. EMPLOYEE must provide proof of outside medical insurance coverage.
- iii. An EMPLOYEE does not qualify for the opt-out stipend when the EMPLOYEE declined town provided health insurance coverage because the EMPLOYEE'S spouse/partner or family member is employed by either the Town of Boxborough or the Acton-Boxborough Regional School District and the EMPLOYEE still remains insured by the Town of Boxborough or the Acton-Boxborough School District through the spouse/partner or family member.
- iv. EMPLOYEE will only have one opportunity during the annual open enrollment to opt out of the Town's medical insurance plan and to receive the stipend in the fiscal year that follows.
- v. EMPLOYEE is able to opt back into the Town's health insurance during the year through a qualifying event/hardship as defined by the Town's health insurance provider. The opt-out provision will end when opted back into the health insurance.

ARTICLE VIII **TRAINING AND EDUCATIONAL ASSISTANCE**

The Town considers employee development an integral part of each department head's responsibility. The objective of this policy is to provide each employee with long-term personal growth opportunities and the Town with qualified and promotable individuals. Department heads may request approval of the Board of Selectmen or appointing authority to enroll employees in outside seminars and other educational programs designed to meet specific development objectives. All training programs are designed for immediate on-the-job applications and related costs are paid by the Town.

Full-time employees who have worked for the Town at least one year, are eligible for reimbursement for tuition, registration fees, and books for work-related courses which serve to improve their knowledge and skills and increase their performance with the Town. Approval for the particular course must be requested prior to enrollment in order to be eligible for reimbursement, and in order to qualify must have the recommendation of the Department Head and approval of the Board of Selectmen. To qualify for reimbursement, employees must receive a grade of C or higher in the class, or in the case of a pass/fail test, must receive a "pass". The

Town may require the employee to sign an agreement to remain with the Town for a period of two years after completion of the course, or else be willing to reimburse the Town for the funds.

ARTICLE IX **DISCIPLINE & DISCHARGE** **Discharge, Demotion, Disciplinary Action**

An employee may be discharged, demoted, or disciplined for just cause, including, but not limited to, the use or being under the influence of alcohol or any controlled substance while on the job, stealing or misappropriation of Town or other employees' property, using Town equipment without permission, tardiness in reporting for work, failure to report an absence in accord with established procedures, falsification of any Town record or submission to the Town, and/or insubordination and demonstrative non-performance of duties. If the employee was to lose a required license or DOT medical certification their employment would likewise be subject to review by the Town.

The Town shall not suspend, demote, transfer or discharge any employee without specific written reason and cause. If, in any case, the Town feels there is cause for discharge, the employee involved will be suspended for three (3) days without pay, during which time a hearing will be held. The employee and his officer will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the matter as a grievance at the third step of the grievance procedure. Any employee found to be unjustly suspended or discharged will be reinstated with all back pay and benefits due.

ARTICLE X **GRIEVANCE**

- Step 1** The Union Officer and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Director within seven (7) working days excluding Saturdays, Sundays and holidays after the date the allegation of violation of the contract occurred.
- Step 2** If the matter has not been satisfactorily resolved or if the Director has not given a verbal reply, the grievance may then be reduced to writing and presented to the Director within seven (7) working days excluding Saturdays, Sundays and holidays after the date the decision in Step #1 was due. The Director shall render his decision in writing within seven (7) working days excluding Saturdays, Sundays and holidays.
- Step 3** If the grievance or dispute still remains unadjusted, it shall be presented to the Town Administrator in writing within seven (7) working days excluding Saturdays, Sundays and holidays after the response from the Director was received or due. The Town Administrator shall hold a meeting on the matter within seven (7) days excluding Saturdays, Sundays and holidays of receipt of the grievance and shall respond to the Officer and/or representative in writing within fifteen (15) working days excluding Saturdays, Sundays and holidays.
- Step 4** If the grievance is still unsettled, the two parties may, within fifteen (15) calendar days after the reply from the Town Administrator jointly request the MA Department of Labor Relations to proceed with arbitration in accord with the rules

thereof. The Union may, of its own will file for arbitration with the American Arbitration Association (AAA) in accord with the rules thereof.

The expense for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and make copies without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the 3rd Step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee. The decision of the arbitrator shall be binding on both parties.

The parties agree that time extensions in writing may be granted by mutual agreement in writing at any step of the procedure set forth in this Article.

ARTICLE XII **SAVINGS CLAUSE**

Should a provision of this Agreement be found to be in violation of any Federal or State Law by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties may meet as soon as practicable for the purpose of renegotiating the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provisions of this Agreement found to be violation of the law.

ARTICLE XIII **MISCELLANEOUS** **Standards of Conduct**

Town employees shall avoid any action that might create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting themselves in a manner which in any way discredits the town, public officials or fellow employees.

Conflict of Interest

The purpose of the Conflict-of-Interest Law is to ensure that public employees' private financial interests and personal relationships do not conflict with their public obligations. The law is broadly written to prevent a public employee from becoming involved in a situation which may result in a conflict or give the appearance of a conflict. Every employee shall be provided with a copy of the Conflict-of-Interest Law immediately upon appointment to any position in the Town.

Political Activity

The provisions of the Federal Hatch Act shall apply to those employees engaged in activities financed wholly or in part by grants from federal agencies. However, the following prohibitions shall apply to all employees in order to assure that both Town employees and the public are protected against improper political activity in Town service. Employees shall not use

their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office, nor directly or indirectly attempt to coerce, advise or command other Town employees to pay, lend or contribute to a party, committee, organization or person for a political purpose.

Safety on the Job

It is the policy of the Town of Boxborough that every employee is entitled to work under the safest possible conditions in all occupations. Every reasonable effort will be made to provide and maintain a safe and healthy work place, safe equipment, proper materials and to establish and insist upon safe methods and practices at all times. Accidents which injure people, damage machinery or equipment and destroy materials or property cause needless suffering, inconvenience and expense. Any incidents resulting in personal injury or property damage shall be reported immediately to the appropriate department head or designee who shall immediately report it to the Town Administrator.

All safety rules and regulations developed by the department head or appointing authority are to be considered directive in nature and applicable to all employees. It is the basic responsibility of everyone to make safety realization a concern. Employees shall observe the rules of conduct and safety and properly use the safety equipment provided. Any employee who notices an unsafe working condition shall report immediately such condition to such employee's supervisor.

Vehicle Use Policies and Procedures

Use of Personal Vehicles - Use of personal vehicles on official Town business shall be compensated for at the approved mileage rate established by the Town. Reimbursement for mileage claims and tolls shall be submitted on forms to be designated by the Town.

Town Vehicles - The IRS requires that the Town, as a Town, report and/or withhold certain taxes annually for the personal use of Town vehicles. The Town provides assigned vehicles to specific position classifications to be used by employees so classified to assist them in fulfilling their position responsibly. Town vehicles shall be used for municipal business only. Employees using Town vehicles shall possess a current state driver's license and shall be responsible for safe and proper driving and regular maintenance. Personal use of Town vehicles is prohibited. In certain specific cases requiring emergency response, the Town Administrator may approve the use of town vehicle for purposes of commuting. Normally, the following Town vehicles are exempt from income tax as they are considered qualified non-personal use:

Public Safety (on call)

Police and Fire Vehicles (marked and unmarked)

Ambulances, dump trucks, utility trucks (for emergencies)

School Buses

Other Town vehicles are considered non-exempt and the non-cash fringe benefit value for commuting to and from work must be estimated by the Town and included in the employee's year-end gross income (W-2 form) for income tax purposes. The Town accounts for the commuting use by including an appropriate amount as specified in the treasury regulations. The employee may be required to substantiate the non-taxable use of an assigned vehicle.

For non-exempt Town vehicles used for commuting purposes, the employee shall be responsible for recording daily mileage use and submitting such information to the Town monthly. The Town shall be responsible for estimating and completing social security payroll deductions

during the year and including an estimated benefit value in the employee's W-2 form based upon the prevailing rate for actual personal commuting use. The Town shall exclude all of the employee's days out of work during the year including holidays, vacation, sick days and personal days.

Employee's Private Property

Employees shall be responsible for all personal property brought onto Town premises. It is each employee's responsibility to secure all personal items in accordance with the property's value.

Drug and Alcohol-Free Workplace Policy

Employees shall abide by the Town policies, as they exist as of January 1, 2022 and may be amended from time to time by the Town, unless specifically amended herein:

Substance Abuse Policy

It is in the best interests of the Town and all employees to maintain a workplace free from alcohol and drugs and the impairments associated with drug and alcohol use. The Town takes an active approach to maintaining a safe, healthful drug and alcohol-free work environment for all employees. We value employee safety, employee health, product quality and the integrity and security of our equipment and facility. We encourage employees to seek help with substance abuse problems.

This policy applies to all employees.

Violations of this policy will be grounds for disciplinary actions up to and including termination of employment.

1. The Town will not tolerate the use of illicit drugs or the use of alcohol on its premises. Possessing, selling, distributing, using or being under the influence of any alcohol or controlled substance without a medical prescription for that substance is prohibited. The Town will not permit any employee to return to work or to perform his or her job duties after having ingested and/or under the influence of illegal drugs or alcohol.

2. Conditions:

The Town reserves the right to require an employee to submit to a drug or alcohol test under the following conditions:

- CDL Licensed Drivers are subject to drug testing as required by the U.S. Department of Transportation Federal Highway Parts 382, 383, 387.
- Reasonable Suspicion – When it is determined that there is “reasonable suspicion” that an employee is under the influence of alcohol or a controlled substance, the employee will be required to complete a Consent Form and submit to a drug test. Failure to sign the Consent Form or failing to submit to a drug test can result in the employee’s termination of employment. The Town will provide transportation to the certified medical facility performing the medical clearance and drug test.

Reasonable suspicion is defined as one or more of the following:

- A suspicion based on specific personal observations by the Town concerning appearance, behavior, actions, speech or breathe odor of an employee

- B. Direct observation of an employee using drugs or alcohol during work hours or on Town property.
- C. The discovery of open containers of alcohol and/or drug-related paraphernalia in the possession or control of an employee.
- Possession or Use – An employee directly observed by the Town possessing, using or selling alcohol or a controlled substance during work hours will be subject to termination of employment.

3. Consequences:

Falsifying or attempting to falsify test results or samples will result in the employee's termination of employment. Any employee who is required to submit to a drug and/or alcohol test will be paid for any lost time, if the test is negative, up to his/her full shift at regular rates for that day.

Testing positive or refusing to submit to testing will be considered a violation of this Policy.

- 4. A certified medical facility designated by the Town will do all urine drug testing. All testing will follow the most current and accepted medical protocol.
- 5. Search – The Town may search any property owned by the Town. Employees who do not cooperate with a search will be subject to disciplinary action, including termination of employment.
- 6. Employees must disclose to the Town use of prescription medication which may affect their ability to work safely and efficiently. Use of prescription medication in accordance with a valid prescription is not grounds for disciplinary action but failure to disclose use of medication that may affect the employee's ability to work safely and efficiently may result in disciplinary action. The Town will treat such medical information as confidential.
- 7. Employees with drug or alcohol abuse problems should notify the Town management before their problems lead to violation of this policy or to unacceptable performance, attendance or unsafe work ability. Seeking professional help with a substance abuse problem will not be a violation of this policy. The provisions of employee's health and disability plans will govern all medical and rehabilitation treatment for drug and alcohol problems.
- 8. The Town reserves the right to modify, change, or amend the policy at any time without notice.

Smoking

Smoking has been identified as the single most important detriment to an individual's health. For the smoker, the adverse effects of smoking contribute to a loss of personal health. Smoking also influences adversely the health of those who become innocent victims of second-hand smoke. Smoking is prohibited within town vehicles, town buildings and on town properties. While on work-sites, employees shall observe all regulations to which Town employees are subject.

Anti-Harassment Policy

The Town of Boxborough is committed to maintaining a work environment free of harassment based on race, color, religion, national origin, age, gender, handicap, or veteran status. The Town expects all employees to conduct themselves in a professional manner and to show concern for fellow employees and customers.

The harassment of individuals on the basis of race, ethnicity, religion, sex, age, handicap or veteran status in any form will not be tolerated. Such harassment includes, among other things, unsolicited remarks, gestures or physical contact, display or circulation of written materials, pictures derogatory either to gender or to racial, ethnic, religious, age, handicapped individuals or veterans. Sexual harassment is unlawful and means sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such advances, request or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decision; or
- b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment. Discrimination on the basis of sex shall include, but not be limited to, sexual harassment.

Examples of sexual harassment include but are not limited to sexual advances, jokes, explicit or offensive pictures, offensive physical contact, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature. Sexual harassment in any form or for any reasons is absolutely forbidden. This includes harassment among employees by a manager of an employee, or between employees and visitors, clients, customers, or other.

Reporting Harassment/Complaint Procedure/Investigation

Employees, supervisors and department heads are responsible for ensuring that there is no sexual harassment in the workplace. Each employee, supervisor and department head is responsible for cooperating in any investigation of such harassment. The Town of Boxborough will strongly enforce the necessary steps to prevent harassment.

Complaint Procedure:

- 1.) Any employee having a complaint of harassment or one that has learned about harassment of another individual should notify his/her supervisor or department head. If the complaint pertains to the immediate supervisor, or you do not wish to discuss the issue with him/her, or he/she does not address the problem, the employee should notify the Town Administrator.
- 2.) The Town Administrator shall promptly investigate every complaint of harassment. Such discussions may include discussion with all involved parties, identification and questioning of witnesses, and other appropriate actions. Disciplinary action will be taken against anyone found to have sexually harassed another employee to ensure it will not be repeated. This may include, but is not limited to, reprimands placed in offenders personnel file, warnings, transfers, demotions, suspensions, professional counseling and/or sensitivity training, probation and termination to end the harassment.

3.) The Select Board will hear any appeals of the investigation process.

Reporting Agencies:

The state agency responsible for enforcing the laws prohibiting harassment is:

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place
Boston, MA
(617) 739-2145

The federal agency responsible for enforcing federal laws prohibiting harassment is:

Equal Employment Opportunity Commission (EEOC)
One Congress Street
Boston, MA
(617) 565-3200

Conditions of Work

Employees will have the right to review the contents of their personnel file within a reasonable time of request. An employee will be entitled to have a Union representative accompany him during such review.

No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his initials to the copy to be filed with the express understanding that such initials in no way indicates agreement with the contents thereof.

The employees will also have the right to submit a written answer to such derogatory material, and his answer shall be reviewed by the Director and attached to the file copy.

This section shall be retroactive to include all material presently in the file.

Safety and Health

The Town of Boxborough and the Union shall establish a joint DPW safety committee consisting of representatives of each party in the department for the purpose of promoting sound safety practices and rules.

A Safety Officer, designated by the Union, shall meet with the DPW Director when needed to discuss and recommend improvements in working conditions and equipment for the general health and safety of the employees, and to monitor compliance by the Town.

The Town shall provide and maintain, as a minimum and at its own expense, in the DPW building and on all equipment, such sanitary and safety equipment required by all local, state and federal laws, rules and regulations, as now exist or may hereafter be amended.

No DPW employee shall be compelled to operate or utilize any piece of equipment which is unsafe, in need of substantial repair, and which would endanger the life or limb by its use or operation.

The DPW Director and the Union agree to consult on all purchases of gloves, boots, safety glasses, safety vests, chaps and all other gear required to perform their job.

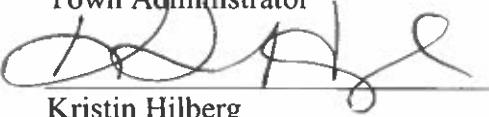
Duration of Agreement

This Agreement shall take effect on July 1, 2025 and shall remain in full force and effect until June 30, 2028. Either party may give to the other written notice of its desire to modify this Agreement or to negotiate a successor Agreement at least six (6) months prior to the expiration date by mutual consent or agreement of the representatives of the Town and the Union.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives as of this 8th day of May 2025.

TOWN OF BOXBOROUGH, MASS.


Michael C. Johns
Town Administrator


Kristin Hilberg
Chair of the Select Board


Priya Sundaram
Clerk of the Select Board

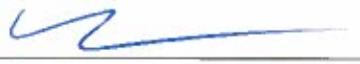

Wes Fowlks
Select Board Member


Robert Stemple
Select Board Member


David McKiernan
Select Board Member

Dated: 5/8/2025

UNITED PUBLIC SERVICES
EMPLOYEES UNION


Kevin E. Boyle, Jr.
UPSEU President

Dated: 5/8/25

It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Meeting are subject to said authorization and conditional upon the granting of said authorization by the Town Meeting; and in the event that said necessary authorization is not given by the Town Meeting, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their record

FORM A



UNITED PUBLIC SERVICE EMPLOYEES UNION HEADQUARTERS

3555 Veterans Memorial Hwy., Suite H, Ronkonkoma, NY 11779
(631) 738-8773

APPLICATION FOR MEMBERSHIP

I the undersigned, hereby apply for admission to membership in UPSEU and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the laws of the Local Union Constitution and By-Laws; and, I hereby authorize any employer by whom I am employed, to deduct monthly union dues or other membership obligations from my wages and remit the same to UPSEU. This authorization shall continue from the date of signing for a period of one (1) year and year to year thereafter if not revoked by written notice to representation to the union not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or the expiration of any collective bargaining agreement whichever is earlier in accordance with the rules set forth on the reverse side of this application, which rules are incorporated as if fully set forth herein.

Name _____ Classification _____
(Print Full Name)

Address _____ Town _____ State _____ Zip _____

Employer _____ Present wkly salary or hrly wage _____

Date of Hire _____ E-mail Address _____

Date of Birth _____ Social Security No. _____

Phone _____

(Signature of Applicant - DO NOT PRINT)

(Date of Application)