

**AGREEMENT**  
**BETWEEN THE TOWN OF ACTON,**  
**MASSACHUSETTS**  
**AND**  
**THE AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL**  
**EMPLOYEES, AFL-CIO**  
**Mass. State Council #93, Local 1703**

**JULY 1, 2021 -- JUNE 30, 2024**

**Highway Department**

**Municipal Properties Department**

**Cemetery Department**

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## **PREAMBLE**

This Agreement entered into by the Town of Acton, hereinafter referred to as the employer, and Local 1703, State Council #93, The American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. All provisions in this Agreement apply to both male and female employees alike. Therefore, all references to "he" or "his" are deemed to include "she" or "her" respectively.

## **ARTICLE 1**

### **RECOGNITION**

The Town recognizes the Union as the sole and exclusive bargaining agent for the full and part-time employees of the Highway and Municipal Properties Department covered by this Agreement, and the full-time and part-time maintenance employees, grounds keepers, and custodians in the Municipal Properties Department and the Cemetery workers from the Cemetery Department as hereinafter described for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment excepting the Superintendent of the Highway Department, Director of the Municipal Properties Department, Assistant Highway Superintendent, Cemetery Crew Chief, temporary and seasonal employees, and employees who have been with the department for less than twelve (12) months.

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

## **ARTICLE 2**

### **UNION DUES AND INITIATION FEES**

Pursuant to G.L. c. 180 section 17A employees may authorize deduction of the Initiation Fee (if any) and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement the employer agrees to deduct Union Membership Dues within 30 days after receiving written notice by the Union in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such forms and to remit the aggregate 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 (10<sup>th</sup>) day of the succeeding month. The employee pursuant to G.L. c. 180 section 17A may withdraw the authorization for dues deduction in writing with sixty (60) days' notice. The Town is not responsible for ensuring that the Union's notice is in accordance with the Constitution of the Union therefore an employee objection is solely limited between the employee and the Union. The Union agrees to indemnify the Town from all damages and costs including attorney fees that arise out of the Town's compliance with this Article.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The Town shall retain all inherent and residual rights, powers and authority, unless otherwise expressly stated in this Agreement, in the exercise of its function of management and in the direction and supervision of the Town's business.

The exercise of aforesaid rights shall remain exclusively within the prerogative of the Town Manager or his designee so long as not in conflict with any express provisions of this Agreement.

Except when it can be clearly shown that conduct or action by the Town is in violation of a specific provision of this Agreement or a past practice, the right to manage the business and affairs of the Town, to operate the Town and to direct the working forces shall not be the subject of a grievance or arbitration proceeding hereunder.

## **ARTICLE 4**

### **EFFECT OF THE AGREEMENT**

This Agreement contains and constitutes the entire agreement and understandings between the parties arrived at through the collective bargaining process and supersedes any and all existing agreements and understandings between the said parties with the exception of the CDL Side Agreement dated June 4, 1999 and past practices. No provisions of the Town's personnel policies are applicable to employees covered by this Agreement.

## **ARTICLE 5**

### **DISCRIMINATION AND COERCION**

There shall be no discrimination by the Department Head or other agents of the employer against any employee because of the employee's activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for the employee's adherence to any provision in this Agreement. The Town will not require a Union member to violate any provision of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

If there is a grievance between the parties to this Agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the grievance procedure set forth below providing that no employee on probation shall have access to the grievance procedure. Grievances involving disciplinary action shall be processed beginning at the third (3<sup>rd</sup>) step. A grievance is a dispute arising out of an alleged violation of the terms of this Agreement or a past practice. Failure to comply with the time line requirements of this Article by the employee and/or Union shall be considered acceptance of the decision at that level and a waiver of rights to further appeal. If the Town representative fails to respond within the time line requirements of this Article, the grievance shall be deemed denied and the employee may go to the next step. For the purposes of this Article, the calculation of days shall not include Saturdays, Sundays, or holidays.

Grievances may be partially resolved at any step with the unresolved matters continuing to the next step. However, the scope of a grievance may not be expanded; no new issues shall be added after a grievance is initially filed.

If an employee is unable to resolve an issue with his crew leader, the employee and/or his representative shall present a grievance in writing to the respective Department Head or his designee within five (5) days after the occurrence which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence. Within five (5) days after receipt of the grievance, the Department Head or designee shall meet with the employee to discuss the matter. Within five (5) days after the meeting, the Department Head or his designee will render a written decision.

It is agreed that no grievance shall be deemed to exist until the employee has first ascertained the Town's initial position with respect to the matter in question from his/her immediate supervisor. If the employee desires, a bargaining unit representative may be included in any preliminary discussions.

**STEP ONE:** If an employee has a grievance, the employee and a representative shall first present it in writing to the employee's immediate supervisor who shall meet with the employee and the representative and respond within five (5) days of receipt of the grievance.

**STEP TWO:** Upon the failure of step one to resolve the grievance, the employee and/or the representative shall present the grievance in writing to the respective Department Head or his designee who shall have five (5) days (exclusive of Saturday, Sunday, and Holidays) to meet with the employee and the representative and render a decision.

**STEP THREE:** In the event the grievance is not settled by the action of the Department Head, then said grievance shall be presented in writing to the Town Manager or his designee within five (5) working days after the Department Head's response is due. The Town Manager shall meet with the employee and the representative and respond to the Union Steward in writing within five (5) days.

**STEP FOUR:** If the grievance is still unsettled, either party may, within thirty (30) days after the reply from Step Three is due, by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision will be final and binding upon the parties.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and 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 makes copies available without charge to the other party and to the arbitrators.

Grievances involving disciplinary action shall be processed beginning at the third (3<sup>rd</sup>) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievances 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 limited to the interpretation of the terms and conditions of the contract and past practices. The arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement.

## **ARTICLE 7**

### **EXTREMES OF WEATHER**

Excluding work of an emergency nature, as determined by the Department Head, no outside work shall be performed in severe weather conditions which would endanger the safety of the employees. The judgment of the Department Head shall not be arbitrarily or capriciously exercised.

## **ARTICLE 8**

### **NO STRIKE**

The Union agrees that there will be no strikes, walkouts, stoppages of work, sit-downs, or slowdowns, or any other direct interferences with the employer's operations during the life of this Agreement.

The employer may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of the above paragraph. Such action by the employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not the employees who were disciplined in fact participated in, encouraged or were responsible for such violation.

## **ARTICLE 9**

### **SENIORITY**

Section 1 -Employees hired on or after July 1, 2000 and covered by the contract shall have their seniority defined by the length of service in the bargaining unit for all purposes under the contract including the accrual of sick, vacation, and all other benefits. Length of service by Cemetery Workers with the Town shall count for accrual of sick leave and vacation. Seniority shall be acquired by employees upon completion of their twelve (12) month probationary period which shall be twelve (12) months of time actually worked. Seniority shall be retroactive to their first day of work in the bargaining unit after the employee successfully completes his probationary period. In the case of town employees becoming covered by this contract after the execution of this agreement, he/she shall have their seniority defined as length of service with the Town for the purposes of vacation

and sick leave accrual. All references to 'regular employees' in this Agreement are applicable only to full and part-time employees and are not applicable to probationary employees unless otherwise expressly provided.

An employee who voluntarily resigns from employment and who is reinstated within one (1) month of resignation shall serve a one (1) month probationary period and upon completion of the probationary period shall be entitled to his/her accrual of sick leave and rate of vacation accrual and the date of hire he/she had at the time of resignation. An employee will be entitled to the benefits of this paragraph only once per career and this paragraph does not guarantee an employee reinstatement.

Section 2 - In the event that it becomes necessary to lay off employees, the principle of seniority shall control within classifications. The least senior employee in the job classification affected by the layoff shall be the first laid off. Affected employees shall first exercise bumping rights within the same rated classification for which they are qualified. If none, employees due to be laid off shall have the right to bump employees having less seniority in any lower classification at the rate of pay applicable thereto at the employee's then-existing step level, provided they are qualified to perform the duties of that classification. Employees will be given at least ten (10) workdays' notice of layoff. The Town, at its discretion, may lay off the employee immediately, provided it compensates the employee for the ten-(10)-workday notice period.

Section 3 - Seniority shall be broken when an employee: (a) resigns, (b) retires, (c) is discharged for cause, (d) is unable or otherwise fails to return to work after twelve (12) months of absence due to illness or injury, (e) fails to return to work at the expiration of an authorized leave of absence pursuant to Article 21, (f) is laid off for a period of twelve (12) months, (g) fails to respond within forty-eight (48) hours of receipt of notice of recall and fails to return to work within a period of ten (10) working days following receipt of notice of recall, or (h) is absent for more than three (3) workdays without notice to the employer of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last for more than thirty (30) working days, without loss of seniority or recall rights.

Section 4 - When there is an increase in any classification following a layoff; employees with seniority in such classification shall be first offered recall during the period set forth in Section 3 (f) in the order of their seniority to the position from which the employee was laid off

Section 5 - Within sixty (60) days after the execution of this Agreement, and on January 1st thereafter, the Town shall forward to the Union a seniority list containing the names of all employees in the bargaining unit. Should the Union choose to challenge the accuracy of the seniority list, written notice detailing the challenge shall be sent to the Town Manager or his/her designee within ten (10) workdays of receipt of the seniority list. Within ten (10) workdays of receipt of the challenge, the Union's representative shall meet with the Town Manager or his/her designee to resolve the challenge. Challenges to the make-up of subsequent seniority lists may be made only to the extent of the change, if any, from the proceeding seniority list.

## **ARTICLE 10**

### **HOURS OF WORK**

The regular hours of work each day shall be consecutive, except for interruptions of lunch periods, and will consist of eight (8) working hours plus the appropriate lunch period.

Except for the transfer station and part-time employees, the regularly scheduled workweek shall consist of five (5) consecutive days. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the employer and employee.

## **ARTICLE 11**

### **OVERTIME**

Employees covered by this Agreement shall be paid overtime for all hours worked over forty (40) hours in a week. Hours worked shall not include sick time except that the first three sick days per fiscal year shall count as hours worked.

All work performed after twenty-four continuous hours shall be compensated at a rate of double time.

An employee called back to work on the same day after having completed the employee's assigned work and left the place of employment and before the employee's next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. The employee will be guaranteed a minimum of four (4) hours pay at time and one-half.

The employer shall keep records in each division of the overtime work. The Town will keep the overtime distribution lists for the prior twelve months posted listing the total hours per year. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward with the Assistant Superintendent of the division involved.

A record of the overtime hours worked by each employee shall be posted on the bulletin board monthly. In addition, the Town will maintain a log of overtime hours for spot sanding and will post it where it can be viewed by the Union on a monthly basis.

For tree work the assigned crew leader may exercise his discretion under the circumstances to assign two (2) employees for any tree call. If a second employee is necessary the assignment will be according to current practice.

The current practice for the assignment of overtime shall be maintained.

For the purpose of this Article a Division is defined as: a) Highway and Transfer Station Division; b) Trees and Grounds Division; c) Cemetery Division and d.) Public Facilities Division.

Overtime shall be assigned as follows:

**Emergency OT:** (including but not limited to car accident, tree down on road, pot hole, some event that needs a quick response. Calls are usually initiated from the Police Department to the Supervisor): Overtime assigned at the discretion of the Supervisor;

**Scheduled OT:** (including but not limited to Transfer Station, gravel pit, Hazardous Waste Day and other town events, clean-up days and any other pre-scheduled overtime) Overtime will be based within Division upon least number of hours worked in that month (past four (4) weeks). If two or more members have the same number of hours for that month when overtime is being distributed, the supervisor will determine who is awarded the overtime based on the least number of hours worked in the previous month. Overtime is awarded to the employee who must be qualified to perform such work (i.e. Supervisor's determination of employee's ability to properly use required equipment).

**Snow Removal OT:** (including but not limited to snow plowing, snow shoveling, use of a snow blower and any other equipment used to remove snow). Overtime will be based upon the employees who normally perform such work.

**Sanding OT:** (including but not limited to sanding roads). Once all Highway and Transfer Division employees are offered overtime and there are still opportunities available, the Highway Superintendent or his/her designee shall exercise his/her discretion to call employees outside of the Highway and Transfer Division.

## ARTICLE 12

### **WORKING OUT OF CLASSIFICATION**

In any case where an employee is qualified and is temporarily assigned by the Department Head to serve in, accept the responsibility for, and perform the duties of work in a higher class or position, for one (1) full day or more, the base pay rate of the employee will be increased as follows:

<u>Difference Between Current Grade and Higher Grade of Assigned Position</u>	<u>Increase to Base Hourly Rate of Employee Assigned</u>
1 Grade	\$0.50
2 Grades	\$0.75
3 Grades	\$1.00

## **ARTICLE 13**

### **UNION REPRESENTATIVES**

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

The above shall be granted reasonable time off during working hours for the investigation and settlement of grievances, with the concurrence of the Highway Department Superintendent and the Municipal Properties Director for Municipal Properties employees. Time off will also be granted to attend meetings of state and national bodies without loss of pay. Such time off should amount to no more than three working days per year.

## **ARTICLE 16**

### **MEAL PERIODS**

All employees shall be granted a meal period of one-half (1/2) hour's duration during each shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

Employees shall receive in April a four hundred (\$400.00) dollar stipend for meals and related expenses incurred during the winter season.

## **ARTICLE 17**

### **REST PERIODS**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Annually, the bargaining unit may choose to have either a fifteen-(15)-minute rest period during each one-half shift or a fifteen-(15)-minute rest period in the morning half of the shift, with the cleanup time before and after lunch and at the end of the day. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work two hours beyond their regular quitting time into the next shift may have the option of taking a one-half (1/2) hour meal break before they work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

## **ARTICLE 18**

### **HOLIDAYS**

Work holidays shall be observed in accordance with the General Laws of the Commonwealth of Massachusetts.

The following are recognized as work holidays by the Town:

New Year's Day	President's Day	Patriot's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving
Christmas	Martin Luther King Day	Day after Thanksgiving.

Effective July 1, 2021 June 19<sup>th</sup> (Juneteenth Independence Day) will be added to the list of holidays.

Only essential work, as determined by the Department Head, will be scheduled on a recognized holiday. Except for work so scheduled, all employees in continuous service will receive the holiday off, with holiday pay, provided the holiday falls on a regularly scheduled work day for the employee. Except for employees not normally scheduled to work Monday through Friday, a holiday falling on a Saturday will be observed on Friday and a holiday falling on a Sunday will be observed on a Monday. If a holiday falls on a scheduled day off, an employee in continuous service will be given an additional day off at the convenience of the department. Holiday pay is computed in the same manner as vacation pay as set forth in Article 16I.

When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, the employee shall be paid holiday pay plus 1  $\frac{1}{2}$  times regular pay. An employee who receives holiday compensatory time must use the time off within thirty (30) days.

The Town and the Union shall enter into a side letter to pay any employee for all accrued holiday compensatory time. After the execution of the collective bargaining agreement the employee must take any future holiday compensatory time within thirty (30) days.

In order to be eligible to receive holiday pay, the employee must have actually worked the employee's last scheduled work day prior to the holiday and the employee's first scheduled work day following the holiday, unless on vacation leave or otherwise absent with the prior permission of the employee's supervisor.

An employee who is called out to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive two times his regular rate of pay for a minimum of 4 hours.

## **ARTICLE 17**

### **VACATIONS**

Whenever possible, priority of selection of vacation shall be based upon the length of full-time service in the bargaining unit; that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the department, and shall be subject to the final approval of the Superintendent of the Highway Department of the Town and Municipal Properties Director for Municipal Properties employees. It is the intent of this paragraph that the efficiency of the department

be unimpaired by vacations, and nothing in the Agreement shall be construed as limiting the discretion of the Superintendent of the Highway Department and Municipal Properties Director in setting up the schedule of vacations.

All selection for vacation periods shall be submitted at least 3 weeks prior to the time period requested. This time period may be waived by the Department Head.

Vacations with Pay:

All employees in continuous service, except those for whom other provisions are made in the laws of the Commonwealth, will accrue vacation leave from the first day of employment based upon the following schedule.

- (a) Vacation leave of two weeks per year will begin to accrue to any employee who has been employed less than four years at the time of their anniversary.
- (b) Vacation leave of three weeks per year shall begin to accrue to any employee who will have been employed less than 9 years and greater than 3.99 years at the time of their anniversary.
- (c) Vacation leave of 4 weeks per year shall begin to accrue to any employee who has been employed less than 19 years and greater than 8.99 years at the time of their anniversary.
- (d) Vacation leave of 5 weeks will begin to accrue to any employee who has been employed by the Town for at least 19 years at the time of their anniversary.
- (e) Vacation pay is computed as follows:
- (f) The number of hours that the employee is regularly scheduled to work times the employee's basic hourly rate of pay (or the hourly equivalent for employees paid on a salary basis.)
- (g) Vacation shall be granted by the Department Heads at such time, as in their opinion will cause the least interference with the performance of the regular work of the department, but take into account, as far as possible, the preferences of the individual employee. If a holiday falls within the vacation period of an employee, the employee shall be granted an additional day of vacation. No employee may be required or permitted to forego his vacation and receive extra pay in lieu thereof.
- (h) Upon the death of an employee who is eligible for a vacation under the provision of this section, payment shall be made to the estate of the deceased in the amount equal to the vacation accrued.
- (i) Employees who are eligible for vacation under these rules and who resign are terminated or by retirement, or entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted.

- (j) Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons not provided for under sick leave may, at the discretion of the department head, be charged to vacation leave.
- (k) The maximum amount of accrued vacation that an employee may accumulate is 150% of the applicable amount as determined by Sections (a) through (d) of Article 18.

## **ARTICLE 18**

### **SICK LEAVE**

#### **PAYMENT DUE TO ABSENCE ON ACCOUNT OF ILLNESS**

##### **(a) Non Occupation Sick Leave**

All regular full-time employees shall be credited with one and one quarter (1 1/4) days of sick leave upon the completion of each month of service (or major until the June fraction of a month). All regular part-time employees who are regularly scheduled to work 20 hours or more per week will earn sick leave on a pro-rata basis. Sick leave not used may be allowed to accumulate and be available for use, if necessary. This sick leave credit shall not exceed a maximum of one hundred and twenty (120) days. Sick leave may be used only for illness or injury to the employee, and only while in the employ of the Town. No sick leave accumulations may be considered as a basis for payment upon termination of employment. In order to be eligible to be granted sick leave, the employee must notify the department head or assistant department head of expected incapacity within 15 minutes of the scheduled starting time on the first day of absence, stating the nature of the sickness or injury, time expected to be incapacitated and expected return to work. If the department head or assistant department head is not available, the employee should leave a detailed message for one of them at the highway garage for highway employees or the municipal properties' office for municipal property employees regarding their sickness and expected availability within the same time period. If an employee's expected return date changes, the employee must call the department head or assistant department head as soon as possible to inform him of the change. The supervisor is expected to check on such absences and to check with the doctor, and to obtain the doctor's certificate if in the supervisor's judgment the situation demands such certification.

Once a winter (November 15<sup>th</sup> to April 15<sup>th</sup>) an employee who has worked for twenty four (24) consecutive hours shall be eligible for a rest day that will be charged to the employee's sick leave. Scheduling of this sick day will be at the discretion of the Employer. This rest day will not be subject to the restrictions contained in paragraph 1.

Employees in the Cemetery Department now covered by this collective bargaining agreement shall carry over their accrued sick leave. Length of service by the Cemetery Workers with the Town shall count for accrual of sick leave and vacation.

##### **(b) Worker's Compensation**

Each employee covered under Worker's Compensation Law shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 as amended. Sickness or injury arising out of, and in connection with, the service to the Town, and for which Worker's Compensation is payable, shall be granted the difference between Workman's Compensation payments and the regular straight time rate of pay on the same basis as that set forth in subsection (a). Non Occupational Sick Leave, as detailed in this previous subsection.

In the event such payments are made to an employee, the employee's sick leave accrual may be debited to such amounts as the Director of Human Resources determines to be equitable in relation to such payments. A regular employee receiving worker's compensation benefits will continue to accrue sick and vacation days for the first one hundred and eighty five (185) calendar days he is out on workers' compensation leave in a fiscal year.

- (c) Employees are expected not to abuse their sick leave and use it only for legitimate illness.
- (d) Sick Leave Bank: With approval of the Town Manager, individual members of the Union may, at their discretion, donate from their accumulated paid sick leave, up to sixteen (16) hours of sick leave to a member to use during a current absence in which the member has exhausted all accrued sick leave. Sick leave from the bank may only be used for the illness of the employee. Any unused hours shall be returned to the donating officers on a pro rata basis.

The member that utilizes this sick bank program shall not be required to repay the donated hours.

## **ARTICLE 19**

### **JURY DUTY**

An employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and for fees exclusive of travel allowance for such services. Upon returning to work, an employee should provide to his Department Head the official notice from the Commonwealth of having completed jury service.

## **ARTICLE 20**

### **FUNERAL LEAVE**

Payment will be made for lost time up to three (3) days because of the death of parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

Individual consideration may be given by the Town Manager or his/her designee for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

## **ARTICLE 21**

### **PERSONAL LEAVE**

Employees shall be granted time off with the concurrence of the Department Head for which they will be paid at their normal rate to conduct personal business. Such personal business shall not exceed three (3) working days in any one fiscal year. Personal leave is not to be carried over to the next fiscal year. Personal leave is not payable upon termination from employment.

## **ARTICLE 22**

### **LEAVE OF ABSENCE**

Except as otherwise provided in the agreement, all leaves of absence shall be without compensation and may be taken only with consent of the Department Head and the approval of the Town Manager or his/her designee. Said leaves of absence shall not be unreasonably denied and shall be subject to the grievance and arbitration procedure. The Town agrees to apply the terms of this Agreement in the manner consistent with the terms of the Family Medical Leave Act.

## **ARTICLE 23**

### **UNIFORMS AND PROTECTIVE CLOTHING**

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, foul weather gear or protective devices shall be furnished to the employee by the employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employer. The Department Head will post the required uniform and protective clothing for each job classification and season. Employees shall be subject to discipline for failure to wear posted and required uniform and protective clothing provided, employees will not be disciplined for reasonable deviation of uniform requirements due to extenuating circumstances such as weather or safety issues. The Town will provide 13 sets of rented uniform pants (13 shirts and sets of rented pants for mechanic) per each employee. The Town will maintain uniform pants in proper working condition. Other uniform components, (i.e. sweatshirt), shall be supplied by the Town and shall be properly maintained by the employee. The Town shall solicit reasonable proposals on uniform preferences from a committee of employees. The selection of uniforms shall not be subject to grievance and arbitration.

The Town shall provide to each employee two season appropriate jackets to be replaced as needed. Annually the Town shall provide a boot allowance of up to three hundred and fifty (\$350.00) dollars to be purchased by a purchase order through the DPW business office. Employees who have no need for safety shoes for the performance of their work are not covered by this clause.

The employer agrees to provide all materials, equipment, tools and license fees required to maintain their current classification and perform the duties assigned to the employee covered by this Agreement.

## **ARTICLE 24**

### **LABOR AND MANAGEMENT MEETINGS**

The Union shall designate a standing committee of two (2) employees of the Union whose rates and conditions of employment are covered by the Agreement, which committee may, at the request of either party, meet with the respective Department Head from time to time for the purpose of discussing matters coming within, or out of, the scope of this Agreement, such meetings shall be held at times and places convenient to both parties.

The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

There shall be no deduction in pay for Union Personnel attending meetings with department officials while settling personnel matters. The department head shall notify, or cause notice to be given to, all person affected. Failure to do so shall in no way affect the pay of the employee or his/her right to attend such meetings.

## **ARTICLE 25**

### **HOSPITALIZATION AND SURGICAL INSURANCE**

For permanent full time employees and permanent part-time employees whose regularly established workweek is 20 hours or more, effective July 1, 2011, the Town shall bear 50% of the cost of any indemnity or PPO plan offered by the Town or the equivalent health insurance policy. Effective June 30, 2012 the Town shall pay 75% of the cost of the premium for any HMO plan offered by the Town or other plans offered under paragraph 4 of Article 26. The 75/25% premium split shall remain in effect until otherwise negotiated. The Unit member's 50% or 25% share of the premium, whichever is applicable, shall be deducted from the Unit member's salary on a pre-tax basis. Any employee on the indemnity plan or PPO plan will be responsible to pay the excise tax under the Affordable Care Act when the tax becomes effective.

AFSCME agrees to participate in the Insurance Advisory Committee to discuss health and dental insurance should the Town convene said committee. In the event that an agreement is

reached requiring unit members to pay a higher insurance premium contribution, then the Local Union has the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increased insurance premium contribution.

The Union agrees to participate in an informal coalition bargaining when and if the Town of Acton can establish such an informal committee.

The Town shall have the right to offer a health insurance plan or other fringe benefit in addition to those currently offered without the obligation to bargain further with the Union. The existing plans will continue to be available. Participation in the new plan(s) will be at the option of the employee.

Members of the bargaining unit shall be eligible for the following benefits or a reasonably comparable plan, the cost of which is paid 100% by the employee:

Dearborn National- Short Term Disability

Allstate- Short Term Disability and Cancer Expense Insurance

Allstate- Permanent Life

Great West SMART Plan- 457 Plan

Altus Dental

Boston Mutual-Voluntary Life Insurance

Flexible Spending Accounts for Health and Dependent Care

Opt Out Benefit

Employees who decline to participate in the Group Health Insurance Plans offered by the Town shall receive a health insurance opt out benefit if they meet eligibility requirements:

The employee must be an active employee and must have coverage under another plan for him/herself, spouse and dependents.

The employee shall execute on a form prescribed by the Treasurer, written notice to the Treasurer stating that he/she, his/her spouse and any dependents are otherwise insured for health and medical insurance in a plan not financed in any part by the taxpayers of the Town of Acton. The Opt Out Benefit shall be \$4000.00 for an employee opting out of family plan coverage and \$2000.00 for an employee opting out of individual plan coverage. Such amounts will be paid on a pro- rata basis in each paycheck.

**Loss of Insurance:** If an employee who withdraws from group health insurance coverage offered by the Town ceases to be covered by an insurance policy not financed by the Town, the employee shall not be eligible for insurance offered by the Town until the next open enrollment date or unless as provided by state or federal law.

Any benefit paid to the employee pursuant to this section shall be ratably reduced and any portion of the benefit paid which are allocable to periods of employment after such insurance coverage has been reinstated may be recovered by the Town. Such repayment may be recouped by the Town by payroll deduction in the next pay period.

## **ARTICLE 26**

### **GROUP LIFE INSURANCE**

In accordance with Chapter 32B of the General Laws, as amended, the terms of the insurance contract, all permanent full-time employees and all permanent part-time employees whose regularly established work week is twenty hours or more, who shall have completed twelve (12) months of continuous service for the Town shall be provided with group life insurance coverage and the Town agrees to investigate an increase in life insurance coverage limits but it will be at least \$15,000 of coverage. The Town will pay 50% of the premium and the employee the other 50%.

## **ARTICLE 27**

### **SAFETY COMMITTEE CODE**

A Safety Committee composed of two (2) representatives of the Town and two (2) Union personnel annually elected or appointed by the Union shall be created. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce.

## **ARTICLE 28**

### **CLASSIFICATION PLAN AND PAY RATES**

#### **1. Classification Plan**

<b>Class-Title</b>	<b>Grade</b>
Laborer	A-2
Building Maintenance Person	A-2
Truck Driver/Skilled Laborer	A-3
Groundskeeper	A-3
Cemetery Worker/Skilled Laborer	A-3
Equipment Maintenance Person	A-4
Light Equipment Operator (e.g. Sweeper, Catch Basin Truck, compact wheeled loader, wheeled skid steer, sidewalk wheeled tractors, snow blowers and sweepers)	A-4

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Arborist/Senior Groundskeeper	A-5
Heavy Equipment Operator	A-5
(e.g. Dozer, Grader, Backhoe, Loader Sno-go, Tractor Trailer, Excavator, track skid steer)	
Crew Leader	A-6
Equipment Repair Person	A-7
Head Mechanic	A-8

The Town agrees that there shall be at least three crew leaders: One at the transfer station, one as leader of the road crew, and one as Municipal Properties crew leader. Also at least 3 A-5 positions will be filled and one A-8 position.

## 2. Snow Plowing Stipend

Employees will be eligible for a snow plowing stipend of \$50.00 (\$75.00 to be effective in the second year of the agreement) per person, per storm. The snow plowing stipend will be paid when the snowfall is plowable and sufficient for the work to last for a least four hours outside of normal duty hours for the initial plowing of snow from the streets and sidewalks.

Wages: Attachment A Wage Schedule shall be increased as follows:

July 1, 2021 2%

July 1, 2022 2%

July 1, 2023 2%

Effective July 1, 2021 a new Step 9 shall be added to the Wage Schedule.

Beginning July 1, 2021 step increases shall become effective on July 1<sup>st</sup> each year rather than an employee's anniversary date. Step increases due to employees in the bargaining unit during fiscal year 2022 shall be granted on July 1, 2021 and each July 1<sup>st</sup> thereafter.

The position of crew leader shall be reclassified as A-7 effective July 1, 2022.

Cemetery Worker/Skilled Laborer at the top step will remain red circled at salary of (\$54,356) until the annual salary of the Groundskeeper in Attachment A equals the current salary of the Cemetery Worker/Skilled Laborer. Each year of the agreement in which the Cemetery Worker/Skilled Laborer is red circled employees in that position at top step shall receive the lump sum payment based upon the following formula set out below. The wage payment shall be paid bi-weekly. The lump sum payment will be recalculated based upon the agreed upon COLA for that fiscal year.

FY 2016: \$54,346 x.02 = \$1087.12 \$1087/26= \$41.81 per each pay period.

The overtime regular rate for the Cemetery Worker/Skilled Laborer who is red circled will be calculated by including the lump sum payment.

Cemetery employees not at top step will not be red circled. Employees will move through steps on the Wage Schedule according to their length of service. Employees moving on the Wage Schedule will not receive the lump sum payment.

## **ARTICLE 29**

### **PERSONNEL RECORDS**

1. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or of a designated supervisor which is to be retained by the Employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter.
2. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the statement or report.
3. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

## **ARTICLE 30**

### **MERIT PAY**

All employees shall be formally reviewed annually during the month of May. Any merit pay shall be awarded during the first full pay period of June. Informal reviews may be conducted at the discretion of the department head, during the month of December or as needed. Employees will be advised in December if the employee is performing at a level lower than the previous year's standard.

The merit payment shall be awarded to employees subject to the following conditions:

1. Annual payment shall be included in regular pay check.
2. An employee aggrieved by the award of merit pay may have an appeal to his/her department head and the Town Manager or designee.
3. The formal performance review sheet shall be signed by the employee after discussion with the department head and made a part of that employee's permanent personnel record. If an employee refuses to sign the review, a note to that respect shall be made on the form, and it shall then be inserted into that employee's permanent personnel record.
4. Employees shall be rated in the following categories and shall be awarded the corresponding sums:

(      ) Exceptional	\$700.00
(      ) Exceeds Job Requirements	\$500.00
(      ) Meets/Sometimes Exceeds	\$150.00
(      ) Meets Job Requirements	\$100.00
(      ) Needs Improvement	\$0

A new criteria will be added to all performance evaluations for the Evaluator to note whether the employee has all the required licenses for the position. All dollar values will be removed from the performance evaluation form.

## **ARTICLE 31**

### **LONGEVITY**

All employees will be eligible for annual longevity payments, calculated on their normal base pay, and will be paid in a separate check on the first pay period after July 1st for each year of continuous service that will be attained during that fiscal year. The amounts to be paid will be as follows:

5 years \$300                    15 years \$900

10 years \$600                    20 years \$1200

This amount will be paid on the second pay period of July and is subject to all applicable withholding.

## **ARTICLE 32**

### **MISCELLANEOUS PROVISIONS**

1. Bulletin Board - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. All regular part-time and full-time vacancies will be posted for a minimum of five (5) days before any external recruiting to allow employees an opportunity to submit resumes to the Town Manager or his/her designee's office. Notice of vacancies will be posted in the Town Hall, Police Station, Fire Stations and Library, and sent to each department head. Each job posting will include a brief job description, minimum qualifications, salary range, and due date for receipt of applications.
3. Should any provisions of this Agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
4. The Town shall not require as a condition of employment that any employee on the payroll as of July 1, 1977 to reside in the Town.
5. No discrimination - the Parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such person shall receive the full protection of this Agreement. Grievances alleging a violation of this section may be processed only to the Board of Selectmen.
6. Access to Premises - the employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or State Council #93, and/or Local 1703, to enter the premises at any time for individual discussion of working conditions with employees, provided permission is granted by the Department Head or any other management person who is in charge. Permission will not be unreasonable withheld.
7. In the event an employee reports to work at his/her regularly scheduled time and is sent home for lack of work, the employee shall be paid for eight (8) hours at the rate to which the employee would be entitled for the shift.
8. Work normally performed by members of the bargaining unit will continue to be done by such personnel except: (1) When, in the judgment of the Town, the work in question can be more economically or efficiently done by others. (2) When, in the judgment of the Town, performance of work by bargaining unit members will cause either their unavailability during their regular shift or reasonably impair their ability to properly and safely perform their duties. Notwithstanding the above, employees desiring to perform snow removal work on an overtime basis will be permitted to do so, provided only that they satisfy the standards in exception (2). With respect to all of the foregoing, the judgment of the Town shall not be arbitrarily or capriciously exercised.

9. Employees shall not smoke in Town vehicles or buildings.
10. Employees shall not smoke e-cigarettes in Town vehicles or buildings.
11. Employees, consistent with the Town by-law, shall not drink or possess an unsealed container of any alcoholic beverage on Town property, vehicle or building.
12. The Town will adjust the bi-weekly payroll cycle so the paycheck of the employees are calculated on two (2) complete workweeks. The Town will provide the Union and employees with sixty (60) days' notice of the change.
13. All members of the bargaining unit shall enroll in direct deposit in accordance with the procedures outlined by the Human Resources Department. When the Town implements electronic pay stubs, all members of the bargaining unit shall enroll in the electronic pay stub program with ninety (90) days of notice in accordance procedures outlined by the Human Resources Department.
14. All employees are required to provide a cell phone number to be called in for overtime and for emergency response. Employees are required to communicate while on duty to support coordination and implementation of job duties. Employees will receive a cell phone stipend of \$200 annually in April, effective upon the first fiscal year immediately following appropriation for the contract, (of April 1, 2019) as long as the cell phone number is provided to management and updated quarterly or when an employee changes his/her cell phone number, whichever comes first. Employees are responsible to communicate while on duty to support coordination and implementation of job duties subject to the discretion of the Supervisor and is not grievable. Effective with the appropriation of funds for the contract, employees in the bargaining unit will not be assigned town cell phones.
15. All stipends shall be paid to the employee on his/her regular pay schedule as direct deposit.
16. The Commonwealth of Massachusetts Department of Professional Licensure, Office of Public Safety and Inspections requires that individuals who operate a boom mower are required to have and maintain a 4G license. In the Town of Acton the boom mower has been equipment previously operated by the employees in the Municipal Properties Division as part of their job duties. The Municipal Properties Division has been abolished and its function is now performed by the Tree/Grounds Division, a division of the Department of Public Works (DPW). The requirement to use the boom mower and have the 4G license will be limited to employees in the Tree/Grounds Division. Other employees in the DPW will not be required to obtain the 4G license.

The Town will pay for the training necessary for employees in the Tree/Grounds Division to obtain and maintain the 4G license.

17. The Commonwealth of Massachusetts Department of Professional Licensure, Office of Public Safety and Inspections requires that individuals who operate the catch basin

cleaner are required to have and maintain a 4E license. In the Town of Acton the catch basin cleaner has been equipment previously operated by the employees in the Highway Division as part of their job duties.

Employees who hold positions/titles on the salary schedule of A4 and above are required to maintain and hold all the licenses necessary for all lower titles.

The Town will pay for the training necessary for employees who are required to obtain and maintain the 4E license.

The Town of Acton will contract with an outside vendor to provide the training necessary for the employees who need to obtain or renew their 4G and 4E license.

The Town will offer the training beginning as soon as practicable with the outside vendors.

18. The Town shall amend its alcohol and controlled substances policy to comply with 49 CFR section 382.601. Employees in the bargaining unit who possess a commercial driver's license (CDL) shall sign a statement certifying that he/she has received a copy of the policy. A copy of the signed certificate will be maintained by the Town.

Employees in the bargaining unit who possess a CDL shall execute, at least annually if necessary, a general consent form for a limited query by the Town to access the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse when requested by the Town.

If necessary employees with a CDL license, whose limited query is returned to the Town, shall consent to a full query and comply with the necessary FMCSA regulations for full query.

Failure, by an employee with a CDL license, to comply with the request of the Town for a limited or full query shall be grounds for termination.

19. Notwithstanding the passage of Chapter 334 of the Acts of 2016 and subsequent legislation legalizing the recreational use of marijuana, the use, possession, being under the influence of marijuana, solicitation for, or sale of marijuana on Town property is prohibited. Employees with commercial driver's licenses are advised that Department of Transportation drug tests screen for marijuana.

## **ARTICLE 33**

### **DURATION**

**EFFECTIVE DATE:** This Agreement shall be effective July 1, 2021

**TERMINATION DATE:** The Agreement shall remain in effect through June 30, 2024.

**CHANGES:** Should either party to the 2021-2024 Agreement wish to inaugurate collective bargaining negotiations over changes they may wish to introduce into this Agreement, written notice indicating that negotiations are sought should be mailed to the authorized parties' signatory to this Agreement prior to one hundred eighty (180) days before termination date of this Agreement. Nothing in this Article shall preclude the Union or the Town from modifying any previous proposals during the course of negotiations.

**RENEWAL:** Should neither party to this Agreement send notice of termination as described in the immediately preceding paragraph this Agreement will be considered to have been automatically renewed for another calendar year.

Except as amended hereby, said Agreement shall remain in full force and effect, subject to all terms and conditions set forth herein.

## **ARTICLE 34**

### **AMERICANS WITH DISABILITIES ACT**

The Town and the Union recognize their responsibilities under the Americans with Disabilities Act (ADA). Accordingly, the Union recognizes that it may be necessary to make reasonable accommodations for an employee who has a disability within the meaning of the statute.

## **ARTICLE 35**

### **FAMILY MEDICAL LEAVE ACT**

**Eligibility:** All full and part-time employees who have been employed by the Town for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months and have not taken 12 weeks of FMLA during the last twelve months are eligible for a leave of absence under this policy. Employees who go out on non-work related sick or injury leave will have their leave charged to Family and Medical Leave as soon as it is known that their leave will exceed two weeks.

**FMLA Leave Requests:** An FMLA leave request form is available in Human Resources. The information provided in the request will be used to determine eligibility.

**Foreseeable:** If an employee's need for FMLA leave is foreseeable, requests for leave under the FMLA must be submitted thirty days prior to the leave, or, as much notice as is practical under the circumstances. Such requests should include the employee's reason for requesting the leave as well as its anticipated timing and duration.

**Unforeseeable:** If an employee's need for FMLA leave, or its approximate timing is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one or two working days after the employee learns of the need for leave.

**Employee Notice Requirements:** An employee requesting leave will receive notice of approval of FMLA leave as soon as possible after Human Resources has been provided sufficient documentation to determine eligibility. Unless there are extenuating circumstances, the employee will receive notice no later than two business days after the start of the leave.

Employees who are placed on FMLA leave without a request will be notified as soon as possible after the Town learns that they will be out sick for more than two calendar weeks.

**Medical Certification Requirements:** Any employee requesting a leave based on medical conditions must submit a Medical Certification Form to Human Resources supporting the employee's need for leave within fifteen days after requesting the leave. Employees should contact Human Resources as soon as their need for a medically related leave is determined to obtain the Town's Medical Certification Form.

Upon request of the Town, a doctor's statement must be submitted while an employee is on family or medical leave in order to certify the employee's continuing need for leave. A doctor's statement will also be required if an employee requests an extension of leave or there is a significant change in circumstances related to the employee's need for leave.

As a condition of returning to work, an employee who has been on medical leave for other than normal childbirth, must present a doctor's statement certifying that the employee is well enough to return to work.

**Duration of Leave:** Eligible employees may take a maximum of twelve weeks of leave during any twelve month period. The leave period will be a "rolling" twelve month period measured from the requested start date of the leave to the end date of the prior FMLA leave or twelve months, whichever is less.

**Types of Leave, Use of Paid Time Off, and Benefits:** There are two types of leave authorized under the FMLA, Family and Medical. The conditions required for the leaves and the different use of paid time off and benefits follow.

**Family Leave:** May be granted to care for the employee's child within one year of the birth or placement for adoption or for foster care, or to care for a child, spouse, or parent with a serious health condition.

**Paid Time Off:** Accrued vacation leave will be used for employees who take Family Leave.

**Unpaid Time Off:** Should the duration of the leave exceed their accrued vacation leave, they will be on unpaid leave and will be responsible for their portion of health, life or any other insurance.

**Accruals and Holidays:** Employees will not accrue sick and vacation time after using their paid time off. Holidays will not count as a day of leave.

**Medical Leave:** Granted to employees to allow for recovery from, or treatment of their own serious health condition which makes the employee unable to

perform his or her job. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care as defined in 29 CFR 825.114 or continuing treatment by a health care provider as defined in 29 CFR 825.115; to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member; because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent, is a military member on covered active duty or has been notified of an impending call or order to covered active duty status.

**Paid Leave:** Accrued sick leave will be used for employees who take Medical Leave. Should the duration of the medical leave exceed their accrued sick leave, they will be allowed to use their accrued vacation leave.

**Unpaid Leave:** Should the duration of the medical leave exceed their total accrued sick and vacation paid time off, they will be placed on unpaid leave. They will be responsible for their portion of health, life or any other insurance while on unpaid leave.

**Medical Extensions:** An eligible employee who has taken the full twelve weeks of leave to which he or she was entitled under this policy may apply for an extension of up to sixteen weeks if qualified under Article 17, Sick Leave.

**Accruals and Holidays:** Employees will not accrue sick and vacation time after using their paid time off. *Holidays will not count as a day of leave.*

**Return to Work:** The purpose of the Family Medical Leave Act was to preserve an employee's job when absence is required due to the specified reasons. The underlying assumption made was that the employee would be returning to work.

**Communication:** An employee on Family or Medical Leave is expected to report periodically to the employee's supervisor on his or her status and intent to return to work.

The Town will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

**Conflict Between Agreement and Family and Medical Leave Act:** To the extent there is a conflict between the terms of this Agreement and the Family and Medical Leave Act or the regulations adopted to implement the Act, the Act and regulations will prevail.

## **ARTICLE 36**

### **POLICY AGAINST SEXUAL HARASSMENT**

#### **I. Introduction**

It is the goal of the Town to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

## II. Definition Of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" (means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; 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.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity) of the conduct and its pervasiveness:

- \*Unwelcome sexual advances -- whether they involve physical touching or not;
- \*Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- \*Displaying sexually suggestive objects, pictures, cartoons;
- \*Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- \*Inquiries into one's sexual experiences; and,
- \*Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting the Director of Human Resources. This person is also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### IV. Sexual Harassment Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

### V. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to

termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 180 days; MCAD - 6 months).

1. The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.
2. The Massachusetts Commission Against Discrimination ("MCAD") Boston Office: One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 727-3990. Springfield Office: 424 Dwight Street, Rm. 220, Springfield, MA 01103, (413) 739-2145. Worcester Office: 22 Front Street, Fifth Floor, PO Box 8038, Worcester, MA 01641, (508) 799-6379.

**ARTICLE 37**

**DISCIPLINE AND DISCHARGE**

No employee who has completed his/her twelve (12) month probationary period shall be suspended or disciplined except for just cause.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of July, 2021.

FOR:  
THE TOWN OF ACTON  
BY ITS TOWN MANAGER

FOR:  
AMERICAN FEDERATION OF STATE  
COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO, MASSACHUSETTS STATE  
COUNCIL #93, Local 1703

John S. Mangiaratti

Jason Kiebler

**ATTACHMENT A**  
**WAGE SCHEDULES**

# TOWN OF ACTON



## SALARY TABLES

DATE	GROUP/BU	GRADE/	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIOD	HRS/	HRS/	DAYS/	HRS/	DAYS/	USE
		RANK		H HOURLY	B BIWEEKLY	02	26.0000	DAY	PERIOD	YEAR	YEAR	PERIOD	PERIOD
07/01/2021 06	AFSCME	A1	FY22 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	22.1634	177.3070	1,773.07	46,099.82
02	0.0000	22.8287	182.6300	1,826.30	47,483.80
03	0.0000	23.5064	188.0510	1,880.51	48,893.26
04	0.0000	24.2200	193.7600	1,937.60	50,377.60
05	0.0000	24.9460	199.5680	1,995.68	51,887.68
06	0.0000	25.6840	205.4720	2,054.72	53,422.72
07	0.0000	26.4582	211.7440	2,117.44	55,053.44
08	0.0000	27.2564	218.0510	2,180.51	56,693.26
09	0.0000	28.0741	224.5930	2,245.93	58,394.18

07/01/2021 06	AFSCME	A2	FY22 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by No Dollar amount used.		2.0000%											

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	22.8287	182.6300	1,826.30	47,483.80
02	0.0000	23.5064	188.0510	1,880.51	48,893.26
03	0.0000	24.2200	193.7600	1,937.60	50,377.60
04	0.0000	24.9460	199.5680	1,995.68	51,887.68
05	0.0000	25.6840	205.4720	2,054.72	53,422.72
06	0.0000	26.4582	211.6660	2,116.66	55,033.16
07	0.0000	27.2564	218.0530	2,180.48	56,692.48
08	0.0000	28.0740	224.5640	2,245.64	58,386.64
09	0.0000	28.9126	231.3010	2,313.01	60,138.26

07/01/2021 06	AFSCME	A3	FY22 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by No Dollar amount used.		2.0000%											

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	23.5064	188.0510	1,880.51	48,893.26
02	0.0000	24.2200	193.7600	1,937.60	50,377.60
03	0.0000	24.9460	199.5680	1,995.68	51,887.68
04	0.0000	25.6840	205.4720	2,054.72	53,422.72
05	0.0000	26.4582	211.6660	2,116.66	55,033.16
06	0.0000	27.2564	218.0530	2,180.53	56,693.78
07	0.0000	28.0740	224.5970	2,245.97	58,395.22
08	0.0000	28.9192	231.3540	2,313.54	60,152.04
09	0.0000	29.7868	238.2940	2,382.94	61,956.44

7/19/21  
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# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/BU	GRADE / RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	USE
07/01/2021	06 AFSCME	A4	FY22 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	24.9460	199.5680	1,937.60	50,377.60
02	0.0000	24.9460	199.5680	1,937.60	50,377.60
03	0.0000	25.6840	205.4720	2,054.72	53,422.72
04	0.0000	26.4582	211.6660	2,116.66	55,033.16
05	0.0000	27.2566	218.0530	2,180.53	56,693.78
06	0.0000	28.0672	224.5380	2,245.38	58,379.88
07	0.0000	28.9141	231.3130	2,313.32	60,146.32
08	0.0000	29.7822	238.2580	2,382.58	61,947.08
09	0.0000	30.6752	245.4020	2,454.02	63,804.52
		31.5955	252.7640	2,527.64	65,718.64

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01	0.0000	25.6840	205.4720	2,054.72	53,422.72	55,033.16	56,693.78	58,379.88	60,146.32	61,947.08	
02	0.0000	26.4582	211.6660	2,116.66	55,033.16	56,693.78	58,379.88	60,146.32	61,947.08	63,804.52	
03	0.0000	27.2566	218.0530	2,180.53	56,693.78	58,379.88	60,146.32	61,947.08	63,804.52	65,718.64	
04	0.0000	28.0672	224.5380	2,245.38	58,379.88	60,146.32	61,947.08	63,804.52	65,718.64	67,686.58	
05	0.0000	28.9141	231.3130	2,313.32	60,146.32	61,947.08	63,804.52	65,718.64	67,686.58	69,552.00	
06	0.0000	29.7822	238.2580	2,382.58	61,947.08	63,804.52	65,718.64	67,686.58	69,552.00	71,418.48	
07	0.0000	30.6717	245.3740	2,453.74	63,797.24	65,715.00	67,686.58	69,552.00	71,418.48	73,285.96	
08	0.0000	31.5938	252.7500	2,527.50	65,715.00	67,686.58	69,552.00	71,418.48	73,285.96	75,155.92	
09	0.0000	32.5416	260.3330	2,603.33	67,686.58	69,552.00	71,418.48	73,285.96	75,155.92	77,023.84	

# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/EU	GRADE / RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC.	PERIODS	DAY	HRS/ PERIOD	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE REC
07/01/2021	06	AFSCME	A7	FY22 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%														
No Dollar amount used.														

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	26.4582	211.6660	2,116.66	55,033.16
02	0.0000	27.2562	218.0530	2,180.53	56,693.78
03	0.0000	28.0672	224.5380	2,245.38	58,379.88
04	0.0000	28.9141	231.3130	2,313.13	60,141.38
05	0.0000	29.7852	238.2820	2,382.82	61,933.32
06	0.0000	30.6804	245.4430	2,454.43	63,815.18
07	0.0000	31.5971	252.7770	2,527.77	65,722.02
08	0.0000	32.5473	260.3780	2,603.78	67,698.28
09	0.0000	33.5237	268.1900	2,681.90	69,729.40

07/01/2021	06	AFSCME	A8	FY22 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%														
No Dollar amount used.														

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	27.2562	218.0530	2,180.53	56,693.78
02	0.0000	28.0672	224.5380	2,245.38	58,379.88
03	0.0000	28.9141	231.3130	2,313.13	60,141.38
04	0.0000	29.7852	238.2820	2,382.82	61,933.32
05	0.0000	30.6804	245.4430	2,454.43	63,815.18
06	0.0000	31.5998	252.7980	2,527.98	65,727.48
07	0.0000	32.5460	260.3680	2,603.68	67,695.68
08	0.0000	33.5240	268.1920	2,681.92	69,729.92
09	0.0000	34.5297	276.2380	2,762.38	71,821.88

\*\* END OF REPORT - Generated by Joanne Norton \*\*

# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE HCT
07/01/2022 06	AFSCME	A1	FY23 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N

Change was made by 2.0000%

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	22.6057	180.8540	1,808.54	47,022.04
02	0.0000	23.2853	186.2820	1,862.82	48,433.32
03	0.0000	23.9755	191.8120	1,918.12	49,871.12
04	0.0000	24.7044	197.6350	1,976.35	51,385.10
05	0.0000	25.4449	203.5590	2,035.59	52,925.34
06	0.0000	26.1977	209.5820	2,095.82	54,491.32
07	0.0000	26.9974	215.9790	2,159.79	56,154.54
08	0.0000	27.8015	222.4120	2,224.12	57,827.12
09	0.0000	28.6356	229.0850	2,290.85	59,562.10

07/01/2022 06 AFSCME A2 FY23 AFSCME H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N

Change was made by 2.0000%

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	23.2853	186.2820	1,862.82	48,433.32
02	0.0000	23.9755	191.8120	1,918.12	49,871.12
03	0.0000	24.7044	197.6350	1,976.35	51,385.10
04	0.0000	25.4449	203.5590	2,035.59	52,925.34
05	0.0000	26.1977	209.5820	2,095.82	54,491.32
06	0.0000	26.9974	215.8990	2,158.99	56,133.74
07	0.0000	27.8011	222.4090	2,224.09	57,826.34
08	0.0000	28.6319	229.0550	2,290.55	59,554.30
09	0.0000	29.4909	235.9270	2,359.27	61,341.02

07/01/2022 06 AFSCME A3 FY23 AFSCME H HOURLY B BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00 N

Change was made by 2.0000%

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	23.9765	191.8120	1,918.12	49,871.12
02	0.0000	24.7044	197.6350	1,976.35	51,385.10
03	0.0000	25.4449	203.5590	2,035.59	52,925.34
04	0.0000	26.1977	209.5820	2,095.82	54,491.32
05	0.0000	26.9874	215.8990	2,158.99	56,133.74
06	0.0000	27.8017	222.4140	2,224.14	57,827.64
07	0.0000	28.6361	229.0890	2,290.89	59,563.14
08	0.0000	29.4976	235.9810	2,359.81	61,355.06
09	0.0000	30.3825	243.0600	2,430.60	63,195.60

7/9/21  
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# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HR'S/	HR'S/	DAYS/	HR'S/	DAYS/	USE
07/01/2022	06	A4	FY23 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
STEP/LEVEL	PERCENT		HOURLY RATE		DAILY RATE		PERIOD SALARY		ANNUAL SALARY				
01	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02	0.0000	0.0000	25.4449	203.5590	2,095.82	2,095.82	52,925.34	52,925.34	52,925.34	52,925.34	52,925.34	52,925.34	52,925.34
03	0.0000	0.0000	26.1977	209.5820	2,158.99	2,158.99	54,491.32	54,491.32	54,491.32	54,491.32	54,491.32	54,491.32	54,491.32
04	0.0000	0.0000	26.9874	215.8990	2,224.14	2,224.14	57,827.64	57,827.64	57,827.64	57,827.64	57,827.64	57,827.64	57,827.64
05	0.0000	0.0000	27.8017	222.4140	2,290.28	2,290.28	59,547.28	59,547.28	59,547.28	59,547.28	59,547.28	59,547.28	59,547.28
06	0.0000	0.0000	28.6285	229.0280	2,359.39	2,359.39	61,344.14	61,344.14	61,344.14	61,344.14	61,344.14	61,344.14	61,344.14
07	0.0000	0.0000	29.4924	235.9390	2,430.22	2,430.22	63,185.72	63,185.72	63,185.72	63,185.72	63,185.72	63,185.72	63,185.72
08	0.0000	0.0000	30.3778	243.0220	2,503.10	2,503.10	65,080.60	65,080.60	65,080.60	65,080.60	65,080.60	65,080.60	65,080.60
09	0.0000	0.0000	31.2887	250.3100	2,578.19	2,578.19	67,032.94	67,032.94	67,032.94	67,032.94	67,032.94	67,032.94	67,032.94
			32.2274	257.8190									

07/01/2022	06	A5	FY23 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000% No Dollar amount used.													
STEP/LEVEL	PERCENT		HOURLY RATE		DAILY RATE		PERIOD SALARY		ANNUAL SALARY				
01	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02	0.0000	0.0000	26.1977	209.5820	2,095.82	2,095.82	54,491.32	54,491.32	54,491.32	54,491.32	54,491.32	54,491.32	54,491.32
03	0.0000	0.0000	26.9874	215.8990	2,158.99	2,158.99	56,133.74	56,133.74	56,133.74	56,133.74	56,133.74	56,133.74	56,133.74
04	0.0000	0.0000	27.8017	222.4140	2,224.14	2,224.14	57,827.64	57,827.64	57,827.64	57,827.64	57,827.64	57,827.64	57,827.64
05	0.0000	0.0000	28.6285	229.0280	2,290.28	2,290.28	59,547.28	59,547.28	59,547.28	59,547.28	59,547.28	59,547.28	59,547.28
06	0.0000	0.0000	29.4924	235.9390	2,359.39	2,359.39	61,344.14	61,344.14	61,344.14	61,344.14	61,344.14	61,344.14	61,344.14
07	0.0000	0.0000	30.3778	243.0220	2,430.22	2,430.22	63,185.72	63,185.72	63,185.72	63,185.72	63,185.72	63,185.72	63,185.72
08	0.0000	0.0000	31.2887	250.3100	2,503.10	2,503.10	65,080.60	65,080.60	65,080.60	65,080.60	65,080.60	65,080.60	65,080.60
09	0.0000	0.0000	32.2274	257.8060	2,578.06	2,578.06	67,029.56	67,029.56	67,029.56	67,029.56	67,029.56	67,029.56	67,029.56

# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GRADE/BU	GRADE/	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/	HRS/	DAYS/	HRS/	DAYS/	USE
07/01/2022	06	AFSCME	A7	FY23 AFSCME	H HOURLY	B BIWEEKLY	02	8.00	80.00	10.00	2080.00	260.00	N
<b>Change was made by 2.0000% No Dollar amount used.</b>													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	26.9874	215.8990	2,150.99	56,133.74
02	0.0000	27.8017	222.4140	2,244.14	57,827.64
03	0.0000	28.6285	229.0280	2,290.28	59,547.23
04	0.0000	29.4924	235.9390	2,393.39	61,344.14
05	0.0000	30.3809	243.0470	2,450.47	63,192.22
06	0.0000	31.2940	250.3520	2,503.52	65,091.52
07	0.0000	32.2290	257.8320	2,558.32	67,036.32
08	0.0000	33.1982	265.5860	2,655.86	69,052.36
09	0.0000	34.1942	273.5540	2,735.54	71,124.04

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	27.8017	222.4140	2,224.14	57,827.64
02	0.0000	28.6285	229.0280	2,290.28	59,547.28
03	0.0000	29.4924	235.9390	2,359.39	61,344.14
04	0.0000	30.3809	243.0470	2,430.47	63,192.22
05	0.0000	31.2940	250.3520	2,503.52	65,091.52
06	0.0000	32.2318	257.8540	2,578.54	67,042.04
07	0.0000	33.1969	265.5750	2,655.75	69,049.50
08	0.0000	34.1945	273.5560	2,735.56	71,124.56
09	0.0000	35.2203	281.7620	2,817.62	73,258.12

\*\* END OF REPORT - Generated by Joanne Norton \*\*

## TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/BU	GRADE	DESCRIPTION	PAY BASIS	FREQUENCY	HRS/	HRS/	DAYs/	DAYs/	USE				
		RANK			CALC	PERIOD	PERIOD	YEAR	YEAR	PCT				
07/01/2023	06	AFSCME	A1	FY24 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000%														
No Dollar amount used.														

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	23.0588	184.4700	1,844.70	47,962.20
02	0.0000	23.7510	190.0080	1,900.08	49,402.08
03	0.0000	24.4560	195.6480	1,956.48	50,868.48
04	0.0000	25.1985	201.5880	2,015.88	52,412.88
05	0.0000	25.9538	207.6300	2,076.30	53,983.80
06	0.0000	26.7217	213.7740	2,137.74	55,581.24
07	0.0000	27.5373	220.2980	2,202.98	57,277.48
08	0.0000	28.3575	226.8600	2,268.60	58,983.60
09	0.0000	29.2083	233.6660	2,336.66	60,753.16

07/01/2023 06 AFSCME A2 FY24 AFSCME H HOURLY \$ BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00  
Change was made by 2.0000%  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	23.7510	190.0080	1,900.08	49,402.08
02	0.0000	24.4560	195.6480	1,985.48	50,482.48
03	0.0000	25.1985	201.5880	2,015.88	52,412.88
04	0.0000	25.9538	207.6300	2,076.30	53,983.80
05	0.0000	26.7217	213.7740	2,137.74	55,581.24
06	0.0000	27.5271	220.2170	2,202.17	57,256.42
07	0.0000	28.3571	226.8570	2,268.57	58,982.82
08	0.0000	29.2045	233.6360	2,336.36	60,745.36
09	0.0000	30.0807	240.6460	2,406.46	62,567.96

07/01/2023 06 AFSCME A3 FY24 AFSCME H HOURLY 8 BIWEEKLY 02 26.0000 8.00 80.00 10.00 2080.00 260.00  
Change was made by 2.0000%  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	24.4560	195.6480	1,956.48	50,868.48
02	0.0000	25.1985	201.5880	2,015.88	52,412.88
03	0.0000	25.9538	207.6300	2,076.30	53,983.80
04	0.0000	26.7217	213.7740	2,137.74	55,581.24
05	0.0000	27.5271	220.2170	2,202.17	57,256.42
06	0.0000	28.3577	226.8620	2,268.62	58,984.12
07	0.0000	29.2088	233.6700	2,336.70	60,754.20
08	0.0000	30.0876	240.7010	2,407.01	62,582.26
09	0.0000	30.9902	247.9220	2,479.22	64,459.72

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# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ PERIOD	HRS/ YEAR	USE
07/01/2023	06	A4	FY24 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N	

Change was made by 2.0000%

No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	0.0000	0.0000	0.00	0.00
01	0.0000	25.1985	203.5880	2,015.88	52,412.88
02	0.0000	25.9538	207.6300	2,076.30	53,983.80
03	0.0000	26.7217	213.7740	2,137.74	55,581.24
04	0.0000	27.5271	220.2170	2,202.17	57,256.42
05	0.0000	28.3577	226.8620	2,268.62	58,984.12
06	0.0000	29.2011	233.6090	2,336.09	60,738.34
07	0.0000	30.0847	240.6780	2,406.78	62,576.28
08	0.0000	30.9830	247.8640	2,478.64	64,444.64
09	0.0000	31.9125	255.3000	2,553.00	66,378.00

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

STEP/LEVEL	PERCENT	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
00	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

# TOWN OF ACTON



## SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	DAY	HRS/	HRS/	DAYS/	HRS/	DAYS/	USE
07/01/2023	06	AFSCME	A7	FY24 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.0000% No Dollar amount used.														
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY									
00	0.0000	0.0000	0.0000	0.0000	0.0000									
01	0.0000	27.5271	220.2170	2,202.17	57,256.42									
02	0.0000	28.3577	226.8620	2,268.62	58,984.12									
03	0.0000	29.2011	233.6090	2,336.09	60,738.34									
04	0.0000	30.0822	240.6580	2,406.58	62,571.08									
05	0.0000	30.9885	247.9080	2,479.08	64,456.08									
06	0.0000	31.9199	255.3590	2,553.59	66,393.34									
07	0.0000	32.8736	262.9890	2,629.89	68,377.14									
08	0.0000	33.8622	270.8980	2,708.98	70,433.48									
09	0.0000	34.8781	279.0250	2,790.25	72,546.50									

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY									
00	0.0000	0.0000	0.0000	0.00	0.00									
01	0.0000	28.3577	226.8620	2,268.62	58,984.12									
02	0.0000	29.2011	233.6090	2,336.09	60,738.34									
03	0.0000	30.0822	240.6580	2,406.58	62,571.08									
04	0.0000	30.9885	247.9080	2,479.08	64,456.08									
05	0.0000	31.9199	255.3590	2,553.59	66,393.34									
06	0.0000	32.8764	263.0110	2,630.11	68,382.86									
07	0.0000	33.8608	270.8860	2,708.86	70,430.36									
08	0.0000	34.8784	279.0270	2,790.27	72,547.02									
09	0.0000	35.9247	287.3980	2,873.98	74,723.48									

\*\* END OF REPORT - Generated by Joanne Norton \*\*