

AGREEMENT
BOYDEN LIBRARY (TOWN OF FOXBOROUGH) AND
THE BOYDEN LIBRARY EMPLOYEES ASSOCIATION
MLSA, MFT, AFT, AFL-CIO
July 1, 2013 – June 30, 2015

PREAMBLE

Equal Opportunity Policy

The policy of the Town of Foxborough is to provide equal employment opportunity to all candidates for employment or appointment and administer working conditions, benefits, privileges of employment, training, advancement, upgrading, promotion, transfers and termination of employment for all employees without regard to race, color, religion, national origin, sex, age or ancestry.

Article 1

Recognition

1.1 The Boyden Library (Town of Foxborough), hereinafter referred to as the Town, recognizes the Boyden Library Employees Association, MLSA, MFT, AFT, AFL-CIO hereinafter referred to as the Union, as the exclusive representative of full time and permanent part time employees, including professionals but excluding pages, temporary employees, seasonal employees, confidential and managerial employees and the Library Director, for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment subject to negotiations under the General Laws of the Commonwealth of Massachusetts, Chapter 150E. The Boyden Library Trustees further agrees that if any new titles are added during the life of this contract, they shall advise the Union, together with the new title, job group and status of the position.

Article 2

Management Rights

2.1 The Trustees have and will retain whether exercised or not, all of the rights, powers and authority concerning the management of the Boyden Library except where such rights, powers and authority are specifically limited by the provisions of this Agreement and/or applicable law. They shall have the following sole prerogatives of management, including, but not limited to the following:

1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Library.

2. To establish or continue policies, practices and procedures for the conduct of the Library business and, from time to time, to change or abolish such policies, practices or procedures.
3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and classifications of employees required to perform the Library's operations.
5. To employ, reassign or promote employees when it shall be in the best interest of the Library. To demote, terminate or otherwise relieve employees of duties being performed, for just cause.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of employee discipline and for the performance of work in accordance with the requirements of the Library.
7. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
8. To negotiate and execute contracts or subcontracts for operation of the Library. Preference shall be given to qualified employees on the staff. Money paid for services performed shall not be subject to retirement deduction and shall not appear on any payroll. It shall be paid by voucher.
9. The Trustees agree to notify the Union in writing of any changes proposed in the operation, policies, or procedures in advance of the implementation.
10. In the event it is necessary to suspend or reduce any service presently rendered by the Library due to lack of funds, or for any other reason, the Trustees reserve the right to reclassify all employees to meet the need of the service. Any layoff of personnel shall be done in accordance with Article 22.
11. To make available to employees access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include, without limitation, making payroll deductions from any subscribing employee.
12. Any prior agreement, whether written or past practice, shall be terminated upon the effective date of this Agreement, and shall be superseded by this Agreement.

13. The above rights, powers and authority are inherent in the Trustees and are not subject to review or determination in any grievance or arbitration procedure except where such rights, powers and authority are specifically limited by provisions of this Agreement.

ARTICLE 3

Definitions

Employee: Any individual who is paid by the Town and is subject to the supervision and jurisdiction of the Library Trustees. Except an elected official and an independent contractor.

Permanent Full Time Employee: Any individual who is paid by the Town and, under the supervision and jurisdiction of the Trustees, who is employed no less than the maximum number of hours per day, five days per week, 52 weeks per year within their position and classification.

Permanent Part Time Employee: Any individual who is employed by the Library Trustees 20 hours or more each week for 52 weeks per year but less than the normal week for the classification in which that person is employed.

Seasonal Employee: Any individual whose duration of employment with the Library is of a seasonal or emergency nature, or a specified limited period of time, and who works less than the hours specified for the classification.

Continuous Service: Length of employment of an individual in the Town of Foxborough, either on a full time or permanent part time basis, uninterrupted, except for authorized military leave, vacation leave, sick leave, court leave, maternity/paternity leave, or any other authorized leave of absence, if applicable, and covered in the terms of this contract.

Fiscal Year: Shall be from July 1 to the following June 30th, both dates inclusive. Pay periods for the fiscal year shall be determined by the number of Saturdays in that year.

1. **Anniversary Date:** Shall mean that date which is one full year after the date of initial employment in library service and each subsequent date each full year thereafter.

2. **Step Rate Promotion Date:** Shall mean the anniversary date from promotion and after having served 52 weeks of full time service at that grade and step before advancing to the next step in the salary schedule.

Probationary Period: See Probationary Period Article.

Job Classification: Shall mean a particular job title within the Wage and Salary Scale.

Promotion: Shall mean a change from a lower job classification to a higher job classification with a higher salary level.

Step Rate Increase: Shall mean advancement in the same job classification from one rate to the next.

Seniority: Seniority shall begin upon the original date of employment to a position under the supervision of and jurisdiction of the Trustees.

Recruitment Rate: A rate contained in the Agreement and approved by the Library Board of Trustees for new employees.

Work Week: The work week is defined as the period beginning on Saturday night at midnight to the following Saturday night at midnight.

This is a period of seven (7) days, of which five (5) shall be scheduled by the Director to constitute a work week. No work shall be scheduled for Sundays or Holidays listed in this Agreement without prior discussion with the Union.

Tour of Duty: Number of hours scheduled per day for each job classification.

Job Title: An identifying name given to a job.

ARTICLE 4

Union Dues

4.1. The Union dues of employees covered in this contract shall be deducted in each pay period by the Town Treasurer. There shall be a signed authorization form of file for each employee requesting such dues as required by Massachusetts General Laws, Chapter 180, section 17a. Such form shall be provided by the Union (see sample next page).

4.2. The amount of dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time. Any Change in Dues shall require a new authorization form. Dues shall not be collected until there is a signed agreement between the Town and the Boyden Library Employees Association, MLSA, MFT, AFT, AFL-CIO providing and authorizing such deduction for this purpose.

4.3. Upon compliance by the Union with the necessary statutory requirements, the Town will require as a condition of employment the payment of an agency fee by any Union eligible employee who is not a member of the Union on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later. The Town agrees that upon appropriate written authorization executed by such employee, it will deduct the Union dues or Agency service fee as

appropriate per pay period for the employee and will remit monthly the aggregate amount of such deductions to the Association.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

TO: Town of Foxborough, Treasurer

Effective _____, I hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the Union.

This amount shall be paid to the treasurer of Massachusetts Library Staff Association, MLSA, MFT, AFT, AFL-CIO.

These deductions may be terminated by me by giving you a 60-day written notice in advance or upon termination of my employment

Employee's Signature

Employee's Address

ARTICLE 5
Association Business

5.1. Union representatives shall have access to the premises of the Library for the performance of official union business. There shall be no disruption of services to the public. Notification shall be given in advance to the Library Director or, his/her designee.

5.2. The Association shall furnish the Boyden Library Trustees with a written list of Association Stewards and other representatives within ten (10) days after designation of such representatives. The Association shall notify the Boyden Library Trustees of any change in the list of representatives immediately after such changes are made.

5.3. The Steward shall be granted a reasonable amount of time off with pay during working hours for the investigation and processing of grievances. Requests or time off shall be made to the Library Director, in advance, and not unreasonably denied.

5.4. Upon request, in advance and approval by the Trustees, time off without pay may be granted to an official of the Association to attend meetings or informational seminars relating to that person's duties for the Union. One official may be allowed by the

Trustees to attend one annual meeting of the Association without loss of pay for one (1) day.

5.5. Except as otherwise provided, an employee shall not transact Association business during his or her regular working hours.

5.6. The Trustees shall provide a suitable place for the posting of Union business. The Union will be responsible that the material pertains to official Association business.

5.7. The Association shall have the right to meet in the Library for regular or special meetings for the conduct of Union business. Prior approval for the time and place shall be requested of the Trustees, and/or Director, and shall not be unreasonably denied.

ARTICLE 6

No Strike Clause

6.1. No employee covered under this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), slow down or withholding of services to the public.

6.2. The Union agrees that any of its officers or representatives will not call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage or withholding of services.

6.3. The Union shall exert its best effort to prevent any violation of Article 6.1 and, if such action does occur, exert its best efforts to terminate it.

6.4. The Trustees may impose disciplinary action, including termination, on any employee involved in violation of the Article. Such action will be subject to the grievance procedure.

ARTICLE 7

Discipline

7.1. Employees shall have the right to have a Union Steward or representative present in any disciplinary action including warning or reprimand. Reprimand of an employee shall be done in such a manner so as not to embarrass the employee. Employee's personnel file shall be available to said employee. No reprimand shall be placed in an employee's file unless first shown to the employee.

7.2. The Trustees shall not discharge, suspend or lower in rank or compensation any employee except for just cause. The Trustees shall not discharge, suspend or lower in rank or compensation said employee without first giving that employee a written warning, except that no warning notice need be given to said employee before said employee is discharge for theft, dishonesty, or intoxication by alcohol or by illegal substance on the premises during said employee's work hours, or for gross

insubordination. The Steward shall be notified in writing that the employee has received a warning.

7.3. Any employee found to be unjustly suspended, discharged, or lowered in rank or compensation, shall be reinstated.

7.4. Such disciplinary action, when taken by the Trustees, shall not be reviewable under the Grievance and Arbitration procedures contained in Article 8 unless such action is exercised in violation of this Article.

ARTICLE 8

Grievance Procedure

8.1. The term "Grievance" shall mean any dispute concerning the application or interpretation of the terms of this Agreement except where specifically excluded.

8.2. The grievance procedure shall be as follows:

Step 1. Any employee covered by this Agreement shall submit a grievance in writing and signed by the Union Steward to the Director not later than seven (7) calendar days after the date of first knowledge of the occurrence on which the grievance is based. * The Director will investigate the grievance and provide the grievant with a reply in writing no later than seven (7) calendar days after the receipt of the grievance.

* The forgoing provision notwithstanding, no grievance shall be considered more than thirty (30) days after the date of the occurrence which gave rise to the grievance, except in extenuating circumstances.

Step 2. If the employee is dissatisfied with the decision of the Director at Step 1, he/she may appeal to the Trustees for the decision to be reviewed with seven (7) calendar days after the Director's reply is due. This appeal must be in writing and forwarded via the Union Steward with all related papers. The Trustees shall meet with the grievant and the Union Steward or representatives for review of the grievance and shall issue a written decision by the end of seven (7) calendar days after the appeal was filed with the Trustees.

Step 3. If the employee is not satisfied with the remedy at Step 2, he/she may appeal to the Town Manager within seven (7) calendar days after the Trustees' reply is due. The Town Manager shall review the grievance and submit a reply within seven (7) calendar days after the appeal was filed with the Town Manager.

Step 4. In the event the employee or the Union wishes to appeal the decision issued at Step 3, the grievance shall be referred within fourteen (14) calendar days after the Town Manager's decision is due to an arbitrator from the American Arbitration Association.

The Arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement. The decision of the arbitrator shall be final and binding on the parties.

All fees and expenses of the arbitrator shall be shared equally by the Town and the Union. Each party will cover its own cost of preparation and presenting the case.

The arbitrator shall not be subject to a deadline.

A decision in any grievance shall not constitute a precedent.

8.3. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant may assume the grievance is denied and move on to the next step.

1. The Union, in conjunction with the employee, is the only party that may submit the grievance to binding arbitration.

2. Any step or steps in the procedure, as well as time frames, may be waived only by written mutual agreement of the parties.

3. The Union Steward, or representative if the Steward is absent, shall be notified by the Trustees of any grievance filed by said employee and shall be given the opportunity to be present at the grievance hearings.

**ARTICLE 9
Longevity Pay**

9.1. Longevity pay shall be payable each year to all permanent full time, part time, temporary, probationary employees of the Town of Foxborough including broken service as follows:

| Library Longevity | | |
|-------------------|-------|--------|
| 5 | years | 350.00 |
| 6 | years | 375.00 |
| 7 | years | 425.00 |
| 8 | years | 450.00 |
| 9 | years | 500.00 |
| 10 | years | 550.00 |
| 11 | years | 600.00 |
| 12 | years | 650.00 |
| 13 | years | 700.00 |
| 14 | years | 750.00 |
| 15 | years | 850.00 |
| 16 | years | 850.00 |

| | | |
|----|-------|----------|
| 17 | years | 850.00 |
| 18 | years | 850.00 |
| 19 | years | 1,050.00 |
| 20 | years | 1,050.00 |
| 21 | years | 1,050.00 |
| 22 | years | 1,050.00 |
| 23 | years | 1,050.00 |
| 24 | years | 1,250.00 |
| 25 | years | 1,250.00 |
| 26 | years | 1,250.00 |
| 27 | years | 1,250.00 |
| 28 | years | 1,250.00 |
| 29 | years | 1,250.00 |
| 30 | years | 1,250.00 |

9.2. Payment shall be made the first pay period following the anniversary of initial employment as outlined under Article 9.1. The payment shall be subject to a retirement deduction provided by M.G.L. 32B and, for the purpose of a retirement allowance provided by said statute, shall be considered as salary or wages.

9.3. An employee must be employed by the Town at the date of payment.

9.4. Broken service shall be included for computation of longevity pay for full- time employees.

9.5. For permanent part-time employees longevity pay will be pro rated based on hours worked.

ARTICLE 10
Insurance Program

10.1. The prevailing life and health insurance program, including under the terms June 2013 PEC Agreement with the Town of Foxborough, shall be available to those employees covered in this contract.

10.2. Said coverage shall be available to permanent part-time employees and permanent full-time employees.

10.3. Notwithstanding any other provisions of this Agreement, including without limitation those related to health insurance, the Union acknowledges that the Town has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. 32B (the “Health Insurance Reform Statute”), or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.

10.4. Effective September 1, 2013, the Blue Choice-POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu of options.

10.5. The Town's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Town's willingness to discuss and/or bargain about these matters is not a concession of any limitation on the Town's right to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Town's position in any pending or future matter.

10.6. Flexible Spending Account

A Flexible Spending Account will be established and offered to employees who wish to contribute.

ARTICLE 11 Holidays

11.1. Each permanent full-time employee shall be entitled to the following holidays:

| | |
|------------------|------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | Presidents' Day |
| Veteran's Day | Patriot's Day |
| Thanksgiving Day | Memorial Day |
| Christmas Day | |

11.2. Each permanent part-time employee shall be entitled to the same holidays on pro rata basis.

11.3. When any of the above holidays fall within a vacation period, or a sick leave period, no charge shall be made to either sick leave or vacation leave credits.

11.4. When any of the above holidays fall on an employee's regularly scheduled day off, compensatory time off shall be given. This compensatory time must be used within 45 calendar days of the holiday.

11.5. Time off with pay for the observance of religious holidays may be granted in accordance with the present practice as established by the Director and the Trustees. Such leave shall be requested in advance and must be approved before being taken. The exercise of the employer's discretion under this section shall not be subject to recourse under the grievance procedure or otherwise.

11.6. Any day designated and established by an Act of Legislature as a statewide holiday shall be granted to all employees covered by this contract.

11.7. The Trustees agree to follow past practice in setting hours for Christmas Eve Day if the Library is scheduled to be open that day. The Library will be open from 10 a.m. to

1 p.m. Staff regularly scheduled to work that day shall work one half of their regularly scheduled hours, but shall be paid as though they worked all of their regularly scheduled hours. A staff member regularly scheduled to work that day – and therefore entitled to the half day benefit - but who is out sick or on vacation shall only have their sick and/or vacation time charged for the number of hours that they would have actually worked.

11.8. The holiday calendar shall be included in the Agreement.

11.9. The Library shall not be closed on the day after Thanksgiving Day but will be staffed by a skeleton work force established by the Library Director. Employees not assigned to such skeleton work force shall be excused from duty and shall receive pay at straight time rate. Employees who are assigned to work on such skeleton work force shall be granted compensatory time off which must be used within 60 calendar days of the day after Thanksgiving. When the day after Thanksgiving falls on an employee’s regularly scheduled day off, compensatory time off shall be given.

ARTICLE 12

Vacation

12.1. Permanent full-time employees and part-time employees shall be granted the following paid vacation:

Vacation Leave shall be granted based on the completed years of service as follows:

| Year | Vacation Days | Year | Vacation Days |
|------|---------------|------------|---------------|
| 1 | 10* | 9 | 19 |
| 2 | 10 | 10 | 20 |
| 3 | 10 | 12 | 21 |
| 4 | 10 | 14 | 22 |
| 5 | 15 | 16 | 23 |
| 6 | 16 | 18 | 24 |
| 7 | 17 | 20 or more | 25 |
| 8 | 18 | | |

* An employee who has successfully completed the probationary period will be entitled to use up to five (5) of the 10 days prior to completing the year. An employee who does not complete the year of service must reimburse the Town for any days used. The Town can withhold payments in order to obtain the reimbursement.

12.2. The years of service accumulated by an employee at said employee’s anniversary date shall determine the years of service for vacation as shown in the above schedule.

12.3. The director shall post the vacation credits available annually or notify each employee.

12.4. Request for vacation must be made to and approved by the Director, subject to the provisions of this Agreement. Vacation request will not be unreasonably refused, but the

Director will consider staffing levels prior to granting any request. It shall be reasonable for the Director to deny the use of more than two weeks of vacation at a time.

12.5. Vacation shall be granted as accrued and must be taken in the same fiscal year and there shall be no monetary payment for vacation not taken, except that two (2) weeks of vacation may be carried over into the following fiscal year.

Any employee whose employment is terminated in any year by dismissal without just cause, or by resignation, retirement or death, without having taken vacation to which the employee is entitled, the employee or his/her designated beneficiary shall be paid in lieu of such vacation an amount equal to one (1) days pay at his/her regular rate for each such day of unused vacation. Any employee who resigns shall give the Trustees at least two (2) weeks notice and, failing to do so, shall not be eligible to receive this terminal vacation as provided herein. Any employee dismissed for just cause shall not be eligible to receive terminal vacation pay.

12.6. Vacation shall be pro-rated for permanent part-time employees.

ARTICLE 13

Sick Leave

13.1. Sick leave shall be granted at two (2) days per month for each month of employment, and shall be accumulative to 264 working days.

13.2. Permanent employees who have completed at least one year of employment and who have exhausted their sick leave may borrow 5 days sick leave two (2) weeks after their return to work

13.3. The Trustees or the Director may require a physician's certificate to cover the period of absence due to sick leave.

13.4. After one (1) year of service, an employee upon request to the Director may be granted seven (7) days per year of Sick Leave in any fiscal year for illness in his/her immediate family as defined in Article 18. This shall be deducted from the employee's sick leave credits.

13.5. Permanent part-time employees working twenty (20) hours a week or more are entitled to prorated sick leave.

13.6. Employee may use accrued sick leave for personal medical or dental appointments.

Sick Leave Buy Back:

13.7. Employees who are eligible to retire from the Town of Foxborough after continuous employment shall be paid a percentage of the value of their unused sick leave, not to exceed 264 working days, at the time of retirement, as follows:

| Years | |
|-------|-----|
| 10 | 15% |
| 15 | 20% |
| 20 | 25% |

It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit.

Any employee whose service with the Town is involuntarily terminated, shall not be entitled to any compensation in lieu of accumulated sick leave credits.

13.8 There shall be a Sick Leave Bank program established for the use of the bargaining unit members. Membership in the Sick Leave Bank shall be strictly voluntary and those members of the bargaining unit who wish to participate shall contribute two (2) sick days to join. Any sick days donated to the bank shall not be considered sick days used for any disciplinary reasons; however, will be deducted from the member's accrued sick time balance.

A committee governing the Sick Leave Bank shall be established consisting of the Association Chair, one (1) member of the Association, and the Library Director.

Any member seeking sick days from the Bank must petition the committee in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under a physician's care, and the nature of the injury/illness. The committee shall be bound by HIPPA and agree not to disclose the nature of the member's petition to anyone outside the committee. The following criteria shall be used by the Sick Bank committee in administering the Bank, determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness/injury from a doctor;
2. Prior utilization of all eligible sick leave, vacation leave and personal leave;
3. No one case sets a precedent for decision of subsequent cases.

Members of the bargaining unit may draw from the bank once their accumulated sick leave, vacation leave and personal leave has been exhausted. Upon majority approval by the committee, use of the bank shall be immediate. The Committee shall allow up to 20 days sick per petition. A member would be required to re-apply upon exhausting the 20 days of Sick Bank time.

Quarterly reporting by the Sick Bank Committee will be required of all balances and usages for the Sick Leave Bank hours to the Finance Department. This should include the names of the employees donating to the Bank, amount donated, any amounts taken/used and by whom.

Should the Bank reach a maximum of 150 days or more, there will be no days taken from the following year's sick leave.

Employees are not eligible to participate until probationary period has expired.

ARTICLE 14

Sick Leave in Addition to Workmen's Compensation

14.1. An employee covered by this contract who is incapacitated by reason of an injury sustained in the course of and arising out of the employment by the Town of Foxborough shall be compensated by the Town for the difference between the normal work week's compensation and the weekly indemnity of the Workmen's Compensation Act, beginning with the first day of incapacity. All medical bills incurred as a result of such injury and not paid in full by Workmen's Compensation shall be paid in full by the Town. Return to work shall be based on written opinion of a physician.

ARTICLE 15

Military Leave

15.1. Any permanent full-time employee who is a member of the National Guard, or any component of the United States Reserves, shall be paid the difference between their regular pay, calculated at straight time hourly earnings times normal work week hours, and their service pay for training or emergency duty, not to exceed fourteen (14) days in any one year.

15.2. Any permanent full-time employee who is drafted or enlists in the Armed Services during any wartime emergency, shall be granted military leave. Within sixty days upon release, they shall be reinstated if they so desire to the same or comparable position. They shall be given the benefits of all increased rates of pay and vacation status as if their services had been continuous.

ARTICLE 16

Court Leave

16.1. A permanent full-time or permanent part-time employee called for jury duty shall be paid the difference between their regular pay, as calculated herein and the compensation received by them as a juror, exclusive of travel allowances. Any employee summoned as a witness on behalf of the Town shall be paid the difference between their said regular pay and their witness fees, exclusive of travel allowances.

ARTICLE 17

Maternity/Paternity Leave

17.1. Maternity/paternity leave shall be granted to every permanent full-time or permanent part-time employee who has been employed for at least three (3) consecutive months. This unpaid leave of absence may be allowed up to twelve (12) weeks with a

guarantee of return to work. At the expiration of the leave, the employee will be restored to her/his previous position, or a position of the same status, pay, and length of service credits as at the time of her/his leaving. This section also applies to employees who adopt a child.

17.2. A request must be made to the Trustees at least two (2) weeks in advanced of the requested leave.

17.3. Employees who opt to utilize time granted in accordance with this Article cannot utilize additional time under the terms of Article 35 for the purposes of extending maternity or paternity leave.

ARTICLE 18
Bereavement Leave

18.1. Leave with pay up to a maximum of three (3) days shall be granted upon request to the Director due to the death of a member of the employee's immediate family, i.e. spouse, child, legal ward, parent, sister or brother, spouses of siblings, grandparent, grandchild, a member of the immediate household or spouse's immediate family or in those cases where the employee is the sole surviving next of kin.

ARTICLE 19
Overtime

19.1. Overtime shall be at the discretion of the Library Director, taking into consideration the needs of the service.

Overtime Rates

Library Staff: Straight pay at hourly rate for each tour of duty up to 8 hours in each tour of duty.

Time and one half pay for hours worked over 8 in any one tour or over 40 in any one week.

Custodial Staff: Time and one half pay for hours worked over 8 in any one tour or over 40 in any one week.

ARTICLE 20
Hours

20.1. Scheduling of staff shall be by the Library Director to meet the need of the services.

20.2. Hours of work shall be:

| | |
|-----------------|-------------------------------|
| Library Staff | 35 hour work week |
| Custodial Staff | 40 hour work week |
| Clerical Staff | 7 hour day, 35 hour work week |

20.3. Summer hours shall be established and a schedule posted by May 1st each year of Agreement.

20.4. At the discretion of the Library Director, substitutes may be utilized only to provide coverage for vacations, sick leave, personal leave, bereavement leave, Sunday hours, compensatory time and emergencies.

20.5 The Library Trustees, through the Library Director, will make all decisions regarding the closing of the Library because of extreme weather or other emergency conditions. In such conditions, the Library may be closed for the entire day, may schedule a delayed opening, or may close early. The Library will close when the Governor declares a state of emergency for the entire state of Massachusetts or an area which includes Foxborough.

Decisions regarding closing or delayed openings will be reached in consultation with other Town Departments, and will consider weather forecasts, access to the building and parking lot, and the Library’s regularly scheduled hours for the day.

Employees will be paid for their regularly scheduled work hours on days when the Library is closed, delays its opening, or closes early because of extreme weather or other emergency conditions. In the case of a delayed opening, employees whose shifts are delayed must report to work no later than fifteen (15) minutes prior to the scheduled delayed opening time.

ARTICLE 21
Seniority/Layoff-Recall

Seniority

21.1. Seniority shall be computed from the original date of appointment to the Library.

It shall not be interrupted by any paid leaves.

It shall be the basis of selection of vacation time, subject to the needs of the service.

Layoff-Recall

21.2. Town will initially determine which positions will be abolished in each of the following classifications:

1. Professional position-full time, level II
2. Non-Professional-full time, Sr. Library Assistant

3. Part time-Library Assistant/Clerk Typist
4. Custodial

Employees whose positions have been designated for layoff may exercise bumping rights by bumping the least senior employee within the same category (professional positions, full time, nonprofessional full time, part time, custodial). Employees may then bump the least senior person in the next lower classification.

When the employer determines that there is a need for reduction of force, the Union shall be notified in writing and bargaining shall commence immediately upon request of the Union. Employees to be laid off shall be entitled to not less than two (2) weeks notice of layoff.

Employees shall be rehired by seniority with two (2) weeks notice by certified mail if funds become available. The seniority recall list shall be maintained for one year. When laid-off persons are rehired, they are credited with accumulated benefits of prior service up to date of separation.

ARTICLE 22

Job Posting and Bidding

22.1. When a position covered by this Agreement becomes vacant, such a vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. The Union representative shall be notified in writing at the time of the posting. This notice of vacancy shall remain posted for ten (10) library work days during which time interested employees may apply.

22.2. The Trustees will award the position to the most qualified applicant. Qualified current staff will be given preference.

ARTICLE 23

Probationary Period

23.1.

- a. New Employee – There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, a new employee must complete six months of continuous, active service - not including time off - in the position. By agreement between the Town, the Union and the employee, the initial probationary period may be extended for an additional six months. During the probationary period, the Town may take disciplinary action up to and including termination and/or terminate the probationary employee for any reason and such action(s) are not subject to the grievance procedure or arbitration.
- b. Promoted Employee – A current employee who is promoted to a new position will be subject to a probationary period of up to six months of continuous active service – not including time off – in the position. The employee may be removed

from the new position and returned to the employee's old position and pay rate at any time during the probationary period ("remove and return"). The Town will not be arbitrary or capricious in deciding to remove and return an employee during the probationary period.

ARTICLE 24

Professional Activities

24.1. Permanent full-time employees shall have one day off with pay each year to attend meetings of library associations as are submitted in advance and approved by the Library Director. Such approval shall not be unreasonably withheld. No reimbursement for expenses or mileage will be paid.

24.2. Employees directed by the Library Director or Trustees to attend any professional meeting shall receive time off with pay and shall be reimbursed for cost of registration and mileage at such rates as are then being paid by the Town.

ARTICLE 25

Advanced Study Program

25.1. The Trustees shall reimburse 50 percent of the tuition cost of courses, up to a maximum reimbursement of \$1,200 per fiscal year per employee, provided that the Trustees have approved the course in advance as job-related and further provided that the employee receives at least a "C."

25.2. The employee must notify his/her department head in writing on or before December 1st preceding the fiscal year in which the courses will be taken.

25.3. Subject to the approval of the Trustees, employees who audit courses may be reimbursed for the auditing fee in accordance with the limitations set forth in section 25.1 for tuition costs.

ARTICLE 26

Wage and Salary Rate Implementation

26.1 two percent (2%) increase to salary schedule effective July 1, 2013

26.2 two percent (2%) increase to salary schedule effective July 1, 2014

26.3 Step rate increases shall not be granted automatically based solely upon length of service. Rather, such increases shall be granted based upon the merit of the employee as well as length of service. If the Trustees determine that an employee is not going to be advanced in the salary schedule at the end of a 52 week period, the Trustees shall so notify the employee in writing at least thirty (30) days prior to the scheduled date for such increase. Said notice shall include the cause for denial of such increase. The employee may request and shall be granted a hearing with the Boyden Library Trustees to consider

and review such denial. In the event no salary increase is granted following such hearing, the employee may, after three (3) months from such prior denial, again request and shall be granted a new hearing with the Trustees to review the prior determination of denial. Such procedure may, at the employee's option, be continued for a period up to twelve (12) months from the original date when such increase could have been granted. If employment is continued following a twelve (12) month during which no increase is granted, a step increase will be automatically granted at the end of the twelve (12) month period.

Recruitment Rate:

26.6. When recruiting new employees, educational qualifications and experience in the specialized field of Library Science shall be determinative of the recruitment rate, which rate shall not, in any event, be in excess of the rate shown in the salary schedule for the job classification.

26.7. After the employee is placed on the salary scale he/she shall not be increased in salary until 52 weeks are completed at the approved rate.

26.8. The above definition does not apply to anyone currently on the payroll.

26.9. Effective July 1, 1987, a Senior Library Assistant who obtains their M.L.S. Degree shall be raised to the Librarian Level II rate.

ARTICLE 27
Wage and Salary Scale

Effective no earlier than March 15, 2014, Employees will be paid on a bi-weekly basis.

Library Salary Schedule - NEW CONTRACT

| Grade | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Rate 2% | | | | | | |
| July 1, 2013 | | | | | | |
| CUSTODIAN | 14.75 | 15.41 | 16.11 | 16.83 | 17.59 | 18.38 |
| LIB ASSIST / CLK TYP | 15.79 | 16.48 | 17.24 | 18.01 | 18.83 | 19.66 |
| SR LIB ASSIST | 18.07 | 18.88 | 19.74 | 20.62 | 21.57 | 22.52 |
| LIB LEVEL II | 27.12 | 28.35 | 29.62 | 30.95 | 32.33 | 33.80 |
| SR PROFESSIONAL | 29.02 | 30.33 | 31.68 | 33.11 | 34.61 | 36.17 |

Library Salary Schedule - NEW CONTRACT

| Grade | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Rate 2% | | | | | | |
| July 1, 2014 | | | | | | |
| CUSTODIAN | 15.06 | 15.72 | 16.43 | 17.17 | 17.93 | 18.75 |
| LIB ASSIST / CLK TYP | 16.11 | 16.81 | 17.58 | 18.37 | 19.21 | 20.06 |
| SR LIB ASSIST | 18.43 | 19.26 | 20.13 | 21.03 | 21.99 | 22.97 |
| LIB LEVEL II | 27.66 | 28.93 | 30.21 | 31.57 | 32.98 | 34.47 |
| SR PROFESSIONAL | 29.61 | 30.93 | 32.31 | 33.77 | 35.30 | 36.89 |

ARTICLE 28

Rest Period

28.1. A rest period of not more than ten (10) minutes shall be scheduled by the Director about the midpoint of each three hour period.

ARTICLE 29

Leave of Absence

29.1. Leaves of absence without pay may be granted by the Board of Trustees upon approval and recommendation by the Director. The employee must have five or more years of full time service and be a permanent employee of the Library.

29.2. Leaves shall not be granted to accept other employment on a trial period.

29.3. No leave shall be in excess of four months.

ARTICLE 30

Personal Days

30.1. Four (4) days shall be granted each fiscal year to each permanent full time or permanent part time employee after the probationary period.

30.2. These shall not be accumulative nor any monetary value placed upon dates not taken.

30.3. The days shall be granted upon request to the Director. Approval by the Director is subject to the staffing needs of the Library.

30.4. Personal leave requests will be denied only due to scheduling problems.

30.5. The smallest increment is not less than one (1) hour for bookkeeping purposes.

30.6. Personal days can be taken in conjunction with vacation days.

ARTICLE 31

Foul Weather Gear

31.1. For the custodial staff one set of foul weather gear will be provided and be replaced as needed and for each custodian one pair of boots will be provided and be replaced as needed.

ARTICLE 32
Sunday Hours

32.1. The Town of Foxborough and the Boyden Library Employees Association, MLSA, MFT, AFT, AFL-CIO (“Library Union”) hereby agree to the following with respect to Sunday hours at the Boyden Library.

1. This Agreement will become incorporated into the parties’ collective bargaining agreement on the date that it is executed by all parties.
2. Sunday hours at the Boyden Library will be 1:00 p.m. to 5:00 p.m. (with staff reporting at 12:45 p.m.). There will be no Sunday hours on Easter Sunday. The Town reserves the right to exclude any other Sunday(s) or to suspend Sunday hours. The Town agrees that Sunday hours will not begin before October 1st and end not later than April 30th.
3. All unit members will be required to work Sunday hours. Work schedule for Sunday hours will be established and maintained by the Library Director at least one (1) month in advance. The schedule for Sunday hours will be kept current and posted in a place that is accessible to all members of the bargaining unit.
 - a. One Senior Professional Librarian or Librarian Level II (hereinafter known as “Senior Librarian”) shall be scheduled to work each Sunday in which the Library is open. Each Senior Librarian will be scheduled to work no more than one (1) Sunday per calendar month, but may work more than one (1) as a result of schedule swapping. The Senior Librarians shall have the opportunity to work with each other to fill the Sunday Hour open positions, but the Library Director shall have the ultimate discretion to fill Sunday hours to meet staffing needs as her or she sees fit, and shall complete the final schedule two (2) weeks prior to the scheduled Sunday hours. The Library Director retains the right to schedule Sundays for any unforeseen staffing emergency.

In any calendar month that contains a 5th week, that fifth and final week will be filled by the Library Director per the Library Director’s discretion, but would not mandate use of Professional Librarian & General Staff unless members of the staff volunteer to work that week.

Senior Staff and General Staff are not interchangeable for purposes of Sunday hours.

- b. Up to (4) general staff positions each Sunday.
 - i. Up to four (4) general staff positions will be filled with a combination of regular staff members and substitute employees.

Bargaining unit members filling the general staff positions will be scheduled to work no more than one (1) Sunday per calendar month, but may work more than one (1) as a result of schedule swapping. Bargaining unit members filling general staff positions shall have the opportunity to work with each other to fill the Sunday Hour open positions, but the Library Director shall have the ultimate discretion to fill Sunday hours to meet staffing needs as he or she sees fit, and shall complete the final schedule two (2) weeks prior to the scheduled Sunday hours. The Library Director retains the right to schedule Sundays for any unforeseen staffing emergency.

Senior Staff and General Staff are not interchangeable for purposes of Sunday Hours.

- ii. Notwithstanding any provisions of the parties' collective bargaining agreement, the Library Director has complete discretion to use any substitute employee(s), whether currently employed or employed in the future, for staffing Sunday hours. The only restriction on using substitute employees on Sunday will be that a substitute employee will not be used on a unit member's assigned Sunday unless the regular staff member is unable/unavailable for any reason to work the assigned Sunday.
- iii. With a week's advance notice to the Library Director, unit members can arrange for another unit member to voluntarily work the unit member's assigned Sunday. With advance notice to and approval of the Library Director, unit members can arrange for a substitute employee to work the unit member's assigned Sunday. However, voluntarily working another unit member's assigned Sunday shall not satisfy the unit member's obligation to work the unit member's assigned Sunday.
- iv. Unit members will be compensated at 1.5 (one and a half) times the member's regular hourly rate for all hours worked on Sunday. In the alternative, with advance notice and approval of the Library Director, they can receive and use compensatory time in lieu of pay (at the rate of 7 hours of compensatory time for working a complete 12:45 to 5 p.m. Sunday hours shift).
- v. The Library Director shall not unreasonably deny a request to use the compensatory time but the Director may consider staffing levels in making the decision. If the compensatory time is not used by the August 31 following the immediately preceding Sunday hours months in which it is accrued, it will be lost. (For example,

compensatory time accrued from September, 2000 to June 30, 2001 must be used by August 31, 2001 or be lost).

- vi. Notwithstanding any provisions of the parties collective bargaining agreement, the Library Director can use substitute employees to fill work hours on other days of the week besides Sunday which are left unfilled due to a unit member being granted compensatory time off for working Sunday hours.

- 4. The Library Union acknowledges that, pursuant to M.G.L. c.150E, it has been provided notice of an opportunity to bargain all issues related to the Sunday Hours and that the bargaining has resulted in this Agreement.

ARTICLE 33

Duration of the Agreement

33.1. Duration of the Agreement except as otherwise specifically provided, shall be from July 1, 2013 and shall continue in full force and effect until June 30, 2015, and shall be automatically renewed from year to year thereafter unless either party serves upon the other written notice of its desire to modify or terminate the Agreement. If such notice is served, negotiations shall commence between the parties on an agreed date.

ARTICLE 34

Substance Abuse

A. Treatment and Assistance

The Town supports its employees in seeking professional help and treatment of substance abuse problems which may affect their personal lives or job performance. To that end, sick leave is available to any Town employee pursuing treatment of a substance abuse problem through their medical doctor or a treatment facility specializing in substance abuse problems provided the employee seeks the assistance prior to the problem affecting the workplace and/or the employee's ability to perform job duties.

An employee's job will not be jeopardized solely for seeking help for substance abuse problems. However, such participation by itself does not protect an employee from appropriate disciplinary action if the problems affect the workplace and/or the employee's ability to perform job duties.

B. Substances Addressed

The following are definitions of substances that are subject to the Guidelines (The definitions are supplied for informational purposes only and are not meant to be all-inclusive):

1. Alcohol

Includes alcoholic beverages such as: beer, wine, liquor cordials, etc.

2. Controlled/Illegal Substances

Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substance prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also pertain to any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs used in prescribed manner do not fall under the definition of controlled/illegal substances).

C. Prohibited Activities

The following activities are prohibited for all Town of Foxborough employees:

1. The consumption of alcohol on any of the Town's office or work premises, whether or not the consumption takes place during regular business hours. This does not apply to appropriate use at Town-sponsored functions, events or meals.
2. Possession on Town office or work premises of any alcohol container that is not in its original manufacturer's container with unbroken seals (except for Town-sponsored events as noted above).
3. The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on the Town's office or work premises or while engaged on Town business away from the Town's office or work premises.
4. Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or immediately prior to reporting for duty to the extent that they tend to interfere with an employee's job performance, cause the employee to be a potential safety risk to himself or herself, the public, or the employee's co-workers or unnecessarily risks damage to Town property.

D. Disciplinary Action and Possible Consequence

Employees are subject to disciplinary action for just cause, which may include termination, if they:

1. Engage in any of the prohibited activities described above.

ARTICLE 35

Family and Medical Leave Policy

A. Purpose. The Family and Medical Leave Act (“FMLA”) of 1993 allows eligible employees twelve (12) weeks of unpaid leave (“FMLA Leave”) per year under the circumstances outlined below. Employees may take leave for the following reasons:

- (1) birth of the employee’s child or placement of a child with the employee through adoption or foster care;
- (2) the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
- (3) the employee is unable to perform the functions of his or her position because of a serious health condition.

“Serious health condition” is defined by law and refers to in-patient care, and in some instances out-patient care, by a medical provider.

B. Use Paid Leave First. Employees are required to use certain types of accrued or available paid leave first, as part of the twelve weeks of FMLA Leave, before commencing the unpaid portion of the leave. Employees who take leave because of the birth, or placement of a child or to care for an ill spouse, parent or child must first use all accrued vacation and personal time. Employees who take leave because of their own serious illness must use all accrued vacation, personal and sick time.

C. Eligibility. To be eligible for leave under this policy an employee must have been employed by the Town for at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave.

D. Conditions.

1. Twelve Weeks. Employees may take no more than twelve weeks of leave in a twelve month period. The twelve month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child, or care of a sick parent.

2. Notice. Employees wishing to take FMLA Leave must give 30 days notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

E. Certification. Employees requesting FMLA Leave must provide medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The medical certification must set forth: the date on which the serious health condition commenced; the probable duration of the condition; and, the appropriate medical facts within the knowledge of the health care provider regarding the condition. In its discretion, the Town may require a second medical opinion and periodic re-certification at its own expense.

F. Reduced Schedule Leave. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Town may require the employee to transfer temporarily to a position, with equivalent compensation, which better accommodates recurring periods of absence or a part-time schedule.

G. Benefits.

1. Health Coverage. Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence, if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

2. Other Benefits. Benefits based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave in excess of 30 days.

H. Sick Leave, Workers Compensation Leave, Injured Leave , or Other Absences. Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested under this policy, are required, upon request, to provide to the Town the information and certifications required by this policy. The Town shall designate all such qualifying leave as Family and Medical Leave, which shall run against the twelve weeks allowed under this policy.

I. Return to Work. Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the Library Director at least two

weeks before their return date to make arrangements. The Town may require returning employees to obtain and produce medical certification that they are able perform all of the essential functions of the job, prior to the employee's return to work.

J. Employees who opt to utilize time granted in accordance with this Article cannot utilize additional time under the terms of Article 17 for the purposes of extending maternity or paternity leave.

Town of Foxborough

Edward A. Bine
John Deery
Vincent M. Caspala
Mark A. [unclear]

Boyden Library Employees
Association, MLSA, MFT, AFT, AFL-CIO

Timothy C. Golden
Auth Walter
Kathleen Bell-Harney

Personnel Wage Board

Sellon Huff

Boyden Library Trustees

[unclear]
[unclear]
[unclear]
Thomas May

Date