

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF FOXBOROUGH  
AND  
THE BOYDEN LIBRARY EMPLOYEES ASSOCIATION  
MLSA, MFT, AFTMA, AFL-CIO

It is agreed by and between the Town of Foxborough (hereinafter "the Town") and the Boyden Library Employee's Association, MLSA, MFT, AFTMA, AFL-CIO (hereinafter "the Union") that the terms of their collective bargaining Agreement covering the period of July 1, 2013 through June 30, 2015 shall be extended from July 1, 2015 through June 30, 2018 except as modified by the following provisions:

**Article 1, Section 1 – Recognition (page 1)**

1. Add to 3<sup>rd</sup> line of 1<sup>st</sup> sentence: exclusive representative of full time, permanent part time, and **part time** employees, including professionals.....

**Article 3 - Definitions (page 3)**

2. Add to Definitions: Part-Time Employee – Any employee who works or averages to no more than 19 hours per week for 52 weeks per year. For the purposes of compensation they shall be classified as Library Assistant/Clerk Typist on the wage scale.

Part-Time Employees shall be afforded the rights and requirements under the provision of the Collective Bargaining Agreement

**Article 8 – Grievance (page 7)**

3. Add introductory language as follows: Nothing herein contained will be construed as limiting the right of any employee to discuss a matter informally with an appropriate administrator, and having it adjusted without the intervention of the Union and the Town provided the adjustment is not inconsistent with the terms of this agreement and a representative of the Union and the Town are afforded the opportunity to be present and participate in the discussion. During the informal proceeding, the time limit for filing a grievance at Level One may be extended by mutual agreement of the Union's designee and the Director or designee provided that said agreement is set forth in writing.

**Article 9 – Longevity (page 9)**

4. Add new 9.6: Part-time employees longevity pay will be prorated based on hours worked.

**Article 10 – Insurance 10.5 (page 10)**

5. ~~Strike 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.~~

**Article 11 – Holidays (page 10)**

6. Add 11.2 to include: Part-time employees shall be entitled to the same holidays on pro-rata basis if the holiday falls on a day said part time employees are regularly scheduled to work.

**Article 13 – Sick Leave (page 12)**

7. Amend 13.1 to read: Sick leave shall be granted at 1.75 days per month for each month of employment and shall be accumulative to 264 working days.
8. Add to 13.5: Part-time employees as defined herein shall be entitled to pro rata sick days at an accrual rate of .5 days per month with a maximum accrual of no more than 30 working days
9. Replace 13.8 (Sick leave bank) with as follows: Employees who exhaust their allotment may apply for sick leave from the Sick Leave Bank. The Sick Leave Bank shall be established as follows:
  - a. In order to participate in the Sick Leave Bank and become a member of the Bank, each benefit eligible employee shall contribute on July 1, 2016, and each July 1 thereafter two (2) days from his or her sick leave accumulation to the sick bank in order to fund the bank. Employees who fail to contribute sick days on July 1, 2016, or who fail to make required contributions in any subsequent fiscal year shall thereafter cease to be members of the Bank and shall be ineligible to participate in the Sick Leave Bank. Notwithstanding the foregoing, in the event that a member of the bank has been compelled, due to documented illness or injury, to utilize all of his/her sick days in the previous fiscal year, said member may apply to the Sick Leave Board for a waiver of the contribution requirement for that fiscal year, in order to maintain membership in the Bank.
  - b. Employees are not eligible to participate until their probationary period has expired.
  - c. Sick days donated to the bank will not be counted as sick time usage for any purpose, except said days will be deducted from the contributing member's sick leave balance.
  - d. As soon as practicable following July 1 of each year, the Director, or his/her designee, shall transmit the list of employees making contributions and amount of the contributions to the Union and the Town Manager or designee.
  - e. All unused days in the Sick Leave Bank shall carry over to the next year. In the event that the bank reaches 264 days, members shall cease contributing annual sick days to the bank until such time as the number of days in the bank falls below 264. In the fiscal year in which members' donations will cause the bank to reach or exceed 264 days, the number of days to be contributed by each member shall be reduced, if necessary, so that the bank does not exceed 264 days by any more days than necessary.

- f. If the Sick Leave Bank is exhausted during a fiscal year, it shall be renewed by each member's contributing one (1) additional sick day at a time.
- g. A sick leave bank board ("Board") shall be established consisting of five (5) members: three (3) members in the bargaining unit designated by the Union, and two (2) members designated by the Town—one (1) being the Director and the other to be selected by the Town Manager. In the event that the member applying to the Sick Leave Bank is a member of the Board, an alternate shall be designated by the Union. A majority vote of the members of this board shall be necessary in order to grant sick leave under this article.
- h. Any member of the Sick Leave Bank seeking sick days from the sick bank must petition the Bank in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the prognosis and expected length of injury/illness. This medical information shall be considered confidential and shall not be released to any party except on a need to know basis or with written authorization from the applicant.
- i. Subject to the provisions in this Article, the board shall determine eligibility and amount of leave granted based only on adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return and the member's attendance and employment records.
- j. Upon application to the Sick Leave Bank, the Board shall hold a hearing within seven (7) days and issue its decision in writing within seven (7) days of the hearing. The applicant shall be notified of the hearing and given the opportunity to appear before the Board at such hearing.
- k. Any initial grant of sick leave by the Board shall not exceed twenty (20) sick days. If need continues, re-application to the Board may be made for two (2) extensions, up to a maximum of twenty (20) sick days for each such extension. Notwithstanding the foregoing, the Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident. The granting of sick time from said bank will not be arbitrary or capricious. Decisions by the Sick Leave Board shall not be subject to grievance and arbitration procedures.

**Article 14 – Worker's Compensation (page 14)**

- 10. Replace existing language with as follows: 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 may receive compensation for the difference between the normal work week's compensation and the weekly indemnity of the Worker's Comp Act by electing to use sick days. Sick days used will not be counted as sick time usage for any purpose, except said days will be deducted from the contributing member's sick leave balance. All medical bills incurred from a health care provider that accepts worker's compensation, which is not paid in full by worker's compensation, shall be paid in full by the

Town. Return to work shall be based on written opinion of a physician and approval from the town's occupational health provider.

**Article 16 – Court Leave (page 14)**

11. Modify first sentence by adding “part time employee”

**Article 19 – Overtime (page 15)**

12. Strike Custodial Staff provision

**Article 20 – Hours (page 16)**

13. Change 20.1 to as follows: The Senior Professional Librarian shall be responsible for the scheduling of staff in their respective areas for all days and hours the library is open. The schedule is subject to final approval by the Library Director.
14. Strike from 20.2 Custodial Staff
15. Replace the last sentence of the first paragraph with: The decision to close the Library will be based upon factors which could include imposed travel bans, state of emergency, the closing of other Town buildings and will be made with the utmost concern for the safety of employees.

**Article 21: Seniority/Layoff-Recall**

16. Remove “Custodial” from 21.2 # 4

**Article 23: Probationary Period (page 17)**

17. Change Article to read: Probationary Period and CORI

Add new Section 23.2 (a)

The Town of Foxborough is registered under the provisions of M.G.L. c. 6 s. 172 to receive CORI for the purposes of screening current and otherwise qualified prospective employees, subcontractors, and volunteers. Effective December 1, 2015, the following language applied to employees of the Library:

- a. Employees shall made aware when CORI reports are being requested.
- b. CORI checks shall take place not more than once every three (3) years.
- c. All CORI reports shall be kept in a separate, secure file by the Assistant Town Manager.
- d. When a CORI report requires further review, the Town Manager or designee shall meet with the employee. The Town will inform the employee that they may be accompanied by a union representative.
- e. Any personnel action resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General laws of the Commonwealth.

**Article 25: Advanced Study Program (page 18)**

18. Replace article 25 language with the following:

25.1 To be eligible for tuition assistance, an employee must be a benefit eligible employee and have a minimum of 6 months service.

25.2 The education expense must be for education that is undertaken to maintain and/or improve a skill required by the employee for his or her Foxborough position. Incurred educational expenses which are necessary to meet direct job requirements will qualify, as well; for example, a manager asks an employee to take a specific course. While an elective course may be a requirement in a particular degree program, the course must be job related in order to qualify for reimbursement; for example, a Biology course would not be reimbursable for an engineer.

25.3 The course must be recommended in writing by the employee's manager prior to the employee attending the course, and submitted to the Trustees for approval.

25.4 A grade of "B" or better must be received for the course in order to be reimbursed. In the case of a pass/fail course, a grade of "pass" must be obtained. Courses that do not issue grades require a certificate of completion.

25.5 The maximum amount reimbursable to an employee in any given semester will be \$1,500 with an annual maximum of \$3,000 per fiscal year. Once course per semester will be paid at 100% to a maximum of \$1,500\*

25.6 Reimbursement is for tuition only. Books, lab fee registration fees, and other related costs do not qualify for reimbursement.

25.7 Employee who leave Town employment within two years of receiving this benefit will be subject to a repayment plan.

25.8 All tuition assistance approvals are subject to budget availability.

\*Subject to the Trustee's discretion, an employee may take more than one course in one semester. However total reimbursement will not exceed \$1,500 per semester. The course content and work load is taken into consideration and weighted against the employee's current responsibilities prior to approving the additional course.

**Article 26: Salary (page 18)**

19. Wages to be adjusted by 2% July 1<sup>st</sup> each year of the agreement.

**Article 27: Wage and Salary Scale (page 20)**

20. Remove Custodian from the wage and salary scale

**Article 31: Foul Weather Gear (page 21)**

21. Strike article from contract (requires renumbering all subsequent articles)

**Article 32 Sunday Hours (page 22)**

22. Replace paragraph 3 with as follows: All unit members will be required to work Sunday hours. To facilitate scheduling of Sunday Hours, the following process shall be used. All unit members will be given the opportunity to select their preferred Sundays to work. No later than August 1<sup>st</sup>, a form will be distributed to all unit members on which they will list their first and second choices for each month of the Sunday period. Members shall also list, if necessary, which date they are absolutely not available to work. By September 1<sup>st</sup>, these forms will be given to the Senior Professional Librarians to create the Sunday schedule. The completed Sunday schedule, subject to final approval by the Library Director, will be posted no later than October 1<sup>st</sup>. Under No circumstances will employees be scheduled to work on Friday, Saturday, and Sunday concurrently unless by mutual agreement. The schedule for Sunday hours will be kept current and posted in a place that is accessible to all members of the bargaining unit.

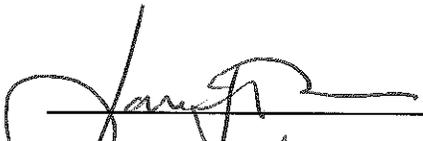
**General**

23. All terms and conditions of MOA are retroactive from July 1, 2015.
24. Article 30.5: Language requires updating to the past/current practice that employees are allowed to request personal time in ½ hr. increments instead of the 1 hr. amount cited. (this reflects a practice in-place for at least the past 10 years)

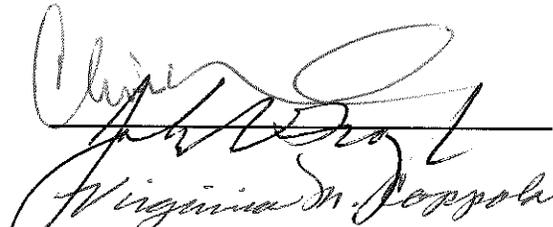
IN WITNESS WHEREOF, the parties have set their hands and seals on the dates specified, below.

TOWN OF FOXBOROUGH

BOYDEN LIBRARY EMPLOYEES ASSOC.  
MLSA, MFT, AFTMA, AFL-CIO

  
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