

**AGREEMENT BETWEEN TOWN OF FOXBOROUGH**

**AND**

**UNITED STEELWORKERS, AFL-CIO, CLC**

**(UNIT A: DEPARTMENT HEADS/SUPERVISORS)**

**PREAMBLE**

This Agreement is entered into on this \_\_\_\_\_ (date) by the Town of Foxboro, Norfolk County, Massachusetts, hereinafter referred to as the "Town", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC, on behalf of its local union:

Foxborough Steelworkers Unit A Department Heads and Supervisors, (hereinafter "Union" or "Unit A").

Whereas the Massachusetts Legislature enacted C. 150E of the General Laws establishing the right of employees to bargain collectively with the Town concerning wages, hours and conditions of employment; and,

Whereas the parties intend by this Agreement to maintain a stable and harmonious relationship in this regard, therefore it is agreed as follows:

**ARTICLE I – RECOGNITION (UNIT A)**

The Town of Foxborough recognizes the Steelworkers Unit A/Department Heads/Supervisors (hereinafter "Union" or "Unit A"), as the exclusive representative for the purposes of collective bargaining relative to wages, hours, benefits and other conditions of employment for all supervisory employees of the Town of Foxborough, including: Assistant Superintendent Water & Sewer Dept., Building Commissioner, Chief Assessing Officer, Conservation Agent/Manager, Council on Aging/Human Services Director, Equipment Maintenance Supervisor (DPW), Health Agent/Director, Town Engineer, Recreation Director, Highway Supervisor, Tree & Park Supervisor, Water and Sewer Operations Manager, Working Supervisor (Water), Animal Control Officer, Veteran Services Director, and Town Planner, but excluding the DPW Director, Library Director, Treasurer-Collector, Assistant Town Accountant and all other employees of the Town of Foxborough, including those in established bargaining units as well as all managerial, confidential and casual employees.

## ARTICLE II - MANAGEMENT RIGHTS

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Employer, through its Town Manager, Board of Selectmen and/or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent, the Town Manager Act or other means to manage and control Town Departments and its employees. By way of example but not limitation, the Town retains the following rights:

1. To hire employees, including determining initial salary;
2. To assign, reassign, transfer and promote employees;
3. To determine the hours of work and work schedules, shift schedules, group assignments and the number and selection of employees to be assigned;
4. To manage and direct employees, including enforcing existing rules, regulations, policies and procedures, amending or supplementing them;
5. To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
6. To add to or eliminate Departments, to select and determine the number and types of positions and employees required to perform the town's operations including reducing the number and types of positions and employees;
7. To determine the mission, budget, and policy of any Department;
8. To determine the numbers, types, grades/ranks of positions or employees assigned to the Department, work project or shift or to any location, vehicle, building, station, facility or task. However, if the Town decides to change an assignment to a location, building, station or facility located in a Town other than a directly abutting Town, the Town agrees to give the Union an opportunity to bargain over the impact of that decision;

9. To assign or transfer work performed by members of the bargaining unit outside of the bargaining unit, including to subcontract any work to an outside contractor as long as such contracting would not result in the direct layoff of a current bargaining unit employee or a reduction in the regular work week of a current bargaining unit employee. If the transfer of work would result in the Town not filling a vacancy in the bargaining unit, the Town agrees to give the Union an opportunity to bargain over the impact of the decision;
10. To determine job duties, descriptions, qualifications and classifications, including but not limited to combined operations for more than one Department;
11. To determine when an employee is unable to perform full job duties and assign limited job duties to that employee;
12. To determine when overtime is necessary, who is qualified to perform it, to require that overtime be performed and to assign it;
13. To determine the equipment to be used and the uniforms to be worn in the performance of duties;
14. To evaluate the work performance of employees on an annual basis under a written evaluation procedure developed by the Town and to use that evaluation as a basis to determine whether an employee will receive pay increases, except for a pay increase under this Agreement that is not expressly subject to a performance evaluation.
15. To determine the classification of positions, including where a new position shall be placed and whether an existing position should be reclassified;
16. To determine where an employee should be placed on the salary schedule/step in the classification for the employee's position;
17. To renew, or decide not to renew, the appointments of any bargaining unit employees subject to a statutory appointment;
18. To approve the scheduling of all time off, including without limitation vacation time, personal leave, compensatory time, lunch periods and break periods;
19. To take whatever actions may be necessary to carry out the responsibilities of the Town and its Departments in situations of emergency;
20. To take disciplinary action, up to and including dismissal. Suspensions, demotions and dismissals shall be grievable and subject to a just cause standard;

21. To require the truthful cooperation of all employees during investigations, including without limitation the employee who is the subject of the investigation, which could result in disciplinary action against an employee in or outside of the bargaining unit;
22. To determine its internal security practices;
23. To take actions necessary to comply with state and federal law, regulations or mandates.

The Town also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right listed above shall not be deemed a waiver of the right nor shall the Town have to do any additional bargaining to exercise the right.

### **ARTICLE III - PROBATIONARY PERIOD**

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete six months of continuous, active service (not including time off) in the position. This probationary period may be extended by mutual agreement between the Town and the Union for up to six months. Employees who have met this requirement prior to the effective date of the parties' first agreement will not be required to complete the requirement again. During the probationary period or any extension, the employee is not entitled to any fringe benefits under this agreement other than those provided under the holidays, health insurance, bereavement leave and jury duty and vacation articles. There is no recourse for the employee or the union, including under the grievance and arbitration procedure, if the Employer suspends, demotes or dismisses the employee for any reason during the probationary period, including without limitation the Employer's decision not to continue employment beyond the probationary period. If an employee successfully completes the probationary period, the time worked shall be counted as service time for the purpose of determining the accrual of benefits.

### **ARTICLE IV- GRIEVANCE AND ARBITRATION PROCEDURE**

- A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.
- B. Members of the bargaining unit shall have the right to file grievances. Grievances are defined as problems arising out of the Town's application of the express provisions of this Agreement as they might affect an employee, or a group of employees with the same problem who are covered by this Agreement. Grievances shall be filed within 10 (ten) days from the occurrence or when the union/aggrieved employee should reasonably have had first knowledge of such occurrence. All grievances shall specify:

1. the particular contract article and section alleged to have been violated;
2. a statement of the facts/alleged facts supporting the grievance;
3. the date (on or about) each act or omission violating the Agreement is alleged to have occurred; and,
4. the remedy sought for each alleged contract violation.

C. Grievances shall be processed as follows:

Step 1. The grievance shall be submitted to the Department Head/Director, with a copy to the Assistant Town Manager. Within fourteen (14) calendar days of the filing, the Department Head will meet with the Grievant and/or representatives of the Union to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Department Head with any information in support of the grievance. The Department Head shall respond to the grievance in writing within fourteen (14) days of the meeting.

Step 2. If at the expiration of the fourteen (14) calendar days following the conclusion of the Step 1 meeting, the Department Head has failed to respond and/or the disposition of the grievance is not satisfactory to the employee and/or the Union, the Union may file the grievance with the Assistant Town Manager. Within fourteen (14) calendar days of the filing, the Assistant Town Manager will meet with the Grievant/Union representatives to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Assistant Town Manager with any information in support of the grievance. The Assistant Town Manager shall respond to the grievance in writing within fourteen (14) days of the meeting.

Step 3. If at the expiration of the fourteen (14) calendar days following the conclusion of the step 2 meeting, the Assistant Town Manager has failed to respond and/or the disposition of the grievance is not satisfactory to the employee and/or the union the union may file the grievance with the Town Manager. Within fourteen (14) calendar days of the filing, the Town Manager will meet with Grievant/Union representatives to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Town Manager with any information in support of the grievance. The Town Manager shall respond to the grievance in writing within fourteen (14) days of the meeting.

Arbitration. If at the expiration of the fourteen (14) calendar days following the conclusion of the Step 3 meeting, the Town Manager has failed to respond and/or the Town Manager's disposition of the grievance is not satisfactory to the Union, the Union or the Town may present the grievance to the American Arbitration Association.

Any resolution of the grievance at any step will be subject to the approval of the Town Manager.

The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this agreement. The arbitration proceeding will be conducted

under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The decision of the Arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes. The award shall be final and binding on the Town, the Union and the Grievant.

The Arbitrator's decision shall be final and binding, but may be reviewed under G.L. c.150C, or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law. The dispute, as set forth in the grievance, shall limit the subject matter to be heard by the Arbitrator, unless the parties agree in writing to modify the scope of the hearing.

- D. The Town and the Union shall share the expense of such arbitration service equally, except that each party shall assume the cost of its own presentation before the Arbitrator.
- E. A grievance will be considered waived if the employee and/or Union does not pursue it in accordance with the provisions of this Article, including the timelines. The time specified herein for various steps may be extended by mutual agreement.
- F. Any incident that occurred or failed to occur prior the effective date of this agreement shall not be subject of any grievance hereunder.

**ARTICLE V-VACATION**

Regular full time employees and *regular* part time employees regularly scheduled to work at least 20 hours per week for all twelve months of the year shall be eligible for vacation as follows.

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

Generally, an employee will accrue vacation days at the applicable monthly rate for the employee's years of service i.e., 0.83 vacation days a month for years 1-4, 1.25 days a month for year 5, 1.333 days for year 6, 1.416 days for year 7, 1.5 days for year 8, 1.583 days for year 9, 1.666 days for years 10 and 11, 1.75 days for years 12 and 13, 1.833 days for years 14 and 15, 1.916 days for years 16 and 17, 2 days for years 18 and 19, 2.083 days for years 20. However,

the Town Manager reserves the right to start a new employee at the 1.25 days a month/15 days a year accrual rate.

Vacation days are awarded to employees on July 1 of each year, and the number of vacation days granted are based on the number of previously completed years of continuous employment. On the anniversary date that qualifies the employee for the next level of vacation, i.e., completion of year 5 and every subsequent year through year 20, the employee will be credited with the additional vacation day(s).

An employee shall accrue vacation while the employee is on authorized paid or unpaid leave.

With the approval of the of the Town Manager, a new employee entitled to earn a vacation benefit may be advanced up to five(5) vacation days before his/her six month probationary period has been completed provided that vacation time shall not count toward the completion of the probationary period. If the probationary employee is separated from employment for any reason before the completion of the probationary period, the Town may deduct from any money owed the employee the cash value of the vacation day(s) taken.

Employees leaving Town service will receive a prorated vacation accrual based on successfully completed months of work during the fiscal year of separation from employment for any reason. At the departing employee's request, subject to the Town Manager's approval, the Town may allow the employee to use up the accrued vacation by remaining on the Town payroll, provided that the time on the payroll will not count as service toward the accrual of any additional benefits under this Agreement. The calculation will be determined in advance by the Finance Director and approved by the Town Manager. Accrued vacation shall be paid to the estate of an employee whose employment with the Town ends due to the employee's death.

Scheduling of vacations is subject to the approval of the employee's Department Head or for a Department Head, the Town Manager and scheduling conflicts between employees shall be resolved on the basis of seniority in the department and the approval of the employee's Department Head or, for a Department Head, the Town Manager. Vacation may be used in no smaller than one hour increments.

Employees shall be allowed to carry over up to two (2) weeks of vacation time into the next fiscal year. This vacation carryover must be used within the fiscal year that it is carried forward to. In the exclusive discretion of the Town Manager, based on extraordinary Circumstances such as illness, injury, or the emergency needs of the town, if an employee cannot use vacation time prior to the end of the fiscal year that cannot be carried over, the Town Manager may allow the employee to carry over additional time or sell the vacation back to the town.

A vacation "day" is based on an employee's average daily budgeted hours in a regular work week (weekly budgeted hours/5).

## ARTICLE VI - PERSONAL LEAVE

Regular full-time and part-time employees regularly working at least 20 hours per week for all twelve months of the year shall be eligible for Personal Leave.

On each July 1, regular full-time and regular part-time employees on the payroll who have completed their probationary period as of that date, will be credited annually with four (4) paid personal days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his/her supervisor. Employees hired after July 1 of each year and who have completed their probationary period, will be credited with personal days in accordance with the following schedule. No personal leave can be taken during the six (6) month probationary period.

Date of Hire	Personal Days Credited
July 1 - September	4 paid days
October 1 - December 31	2 paid days
After December 31	0 paid days

A personal "day" is based on an employee's average daily budgeted hours in a regular work week. (weekly budgeted hours/5).

Personal leave may be used in no smaller than one hour increments.

The Town may not question the reason for personal leave, but can deny a request for personal leave based on staffing/scheduling problems. Personal leave cannot be carried over from year to year nor is the Town obligated to buy back unused personal leave.

## ARTICLE VII - HOLIDAYS

Each regular full-time and regular part-time employee regularly working at least 20 hours per week for all twelve months of the year will be entitled to eleven (11) paid holidays per year. If the holiday falls on a Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday. The designated holidays are:

Independence Day	(July)	New Year's Day	(January)
Labor Day	(September)	Martin Luther King Day	(January)
Columbus Day	(October)	Presidents' Day	(February)
Veterans' Day	(November)	Patriots' Day	(April)
Thanksgiving Day	(November)	Memorial Day	(May)
Christmas	(December)		

Although it is not a holiday, employees will be compensated for the day after Thanksgiving in the same manner as they are compensated for the above holidays.

Pay for a holiday will be based on an employee's average daily budgeted hours in a regular work week.(weekly budgeted hours/5).

The standard holiday benefit is the day off with pay based on a work day of typical duration, i.e., 8:30 a.m. - 4 p.m. for Town Hall employees. The following will illustrate how the holiday benefit will work when any of the 11 holidays and the day after Thanksgiving are celebrated on work days that are longer or shorter than a work day of typical duration:

#### Friday 12/25/15: Christmas Holiday

- Friday 12/25/15 - Holiday Observed
- If a building, such as Town Hall, or an employee, has a short schedule on Friday (8:30am-12:30pm), then either the preceding Thursday will have a shortened schedule (8:30am-12:30pm), or the extended day Tuesday will have a shortened schedule (8:30am-4:00pm), at management's discretion, noticed at least 14 days in advance of the Holiday.
- For buildings that, or employees who, have a full/regular schedule day of work on Friday (7 or 8 hours), then that Friday will constitute the entirety of the time-off for that holiday.

#### Tuesday 7/04/17: Independence Day Holiday

- Tuesday 7/04/17 -Holiday Observed
- If that day, Tuesday, is an extended work schedule for the building or the employee (8:30am - 4:00pm plus 5:00pm-8:00pm), then the 8:30-4:00 period will constitute the paid holiday.
- The extra hours (5:00pm-8:00pm) will be paid by deducting the hours from the employee's accrued personal or vacation leave or, if applicable, compensatory time off, in that order, unless, no later than the end of the pay period prior to the pay period encompassing the holiday, the employee requests in writing that the deduction come from a specific category.

Any regular full-time or part-time employee on a normal work schedule whose services are required and who works on a holiday that they are otherwise unscheduled to work on, so designated by an Act of the Legislature as a statewide holiday, will receive, in addition to the holiday pay, two times the employee's regular hourly rate of pay

An Act of the General Court establishing any day or days designated as a state holiday shall be granted to all employees unless local acceptance by Town Meeting is required.

When any of the eleven (11) holidays or the day after Thanksgiving fall within a sick leave period, it shall be granted as a holiday, and no charge be made to the employee's sick leave credits.

Effective for Holidays that occur after Town Meeting funds the parties' first Contract, every regular employee working less than 20 hours per week on a regular basis for all 12 months of the year shall be entitled to paid Holidays that fall on a day that the employee is regularly schedule to work.

**ARTICLE VIII - LONGEVITY**

Longevity pay shall be payable as follows each year to all regular full-time and part-time employees regularly working at least 20 hours per week for all 12 months of the year based on average daily hours and whose service as a benefited employee has been uninterrupted except for authorized leave:

After Completion of:

5 years	\$300	16 years	\$800
6 years	\$325	17 years	\$800
7 years	\$375	18 years	\$800
8 years	\$400	19 years	\$1000
9 years	\$450	20 years	\$1000
10 years	\$500	21 years	\$1000
11 years	\$550	22 years	\$1000
12 years	\$600	23 years	\$1000
13 years	\$650	24 years & after	\$1200
14 years	\$700		
15 years	\$800		

Effective July 1, 2016, the longevity schedule will increase by \$25 at each level.

Payment shall be made the first pay period following the anniversary date of initial employment. The payment shall be subject to a retirement deduction provided by M.G.L. 32B, and, for the purpose of retirement allowance provided by said statute, shall be considered as salary or wages. To be eligible for the payment, an employee must be employed by the Town at the date of payment and service must be uninterrupted to get credit for the service time toward a longevity payment. If the employee passes away after a longevity payment is earned, but before it is paid, it will be paid to the employee's estate.

Effective for a longevity date that occurs after Town Meeting funds the parties' first Contract, longevity pay shall be payable on a pro-rated basis to every regular employee working a regular schedule of less than 20 hours per week for all 12 months of the year. The pro-rated amount shall be determined based on dividing the employee's regular weekly budgeted hours by 35 hours. (19/35 x the longevity amount.)

**ARTICLE IX - SICK LEAVE**

Each regular full-time and regular part-time employee regularly working at least 20 hours per week for all twelve months of the year will be entitled to Sick Leave as follows.

A. Sick Leave Accrual And Use of Sick Leave:

A sick "day" is based on an employee's average daily budgeted hours in a regular work week.

After completion of the probationary period, effective 7/1/16, sick leave shall be granted at one (1.75) sick days per month based on average daily hours for each full month of employment and shall be accumulative to 264 days.

Regular employees who have completed at least one (1) year (52 weeks) of employment and have exhausted their sick leave due to an extended illness shall be advanced five (5) day sick leave two (2) weeks after their return to work.

After one (1) year of service an employee may be allowed to use ten (10) accrued sick days per year based on average daily hours for illness in the immediate family, defined as spouse, child, parent or relative who resides in the immediate household or for an employee's wellness/dental appointments if the appointment can't be scheduled outside of work hours and only for the time it takes to keep the appointment, including travel to and from the appointment.

The Town Manager or his designee will determine whether a member is eligible for sick leave as well as whether a member is fit to return from sick leave. The Town may require documentation, including without limitation the member's medical and treatment records and/or an evaluation by an occupational health services facility and/or a physician or specialist designated by the Town Manager. The member shall be obligated to fully cooperate with that evaluation.

Sick leave shall not be available for self-imposed injury, illness or disability, including without limitation that resulted from the use of alcohol and/or non-prescribed drugs. Sick leave shall not be available for illness or disability related to/caused or allegedly related to/caused by a bonafide personnel action.

Any employee receiving worker's compensation can supplement the weekly compensation wage indemnity payment with accrued sick leave to make it equal their regular week's compensation.

Any employee who uses paid sick leave while a worker's compensation claim is being decided shall sign over to the Town any worker's compensation payment for the time period that coincides with the paid sick leave and, for active employees, the payment will be used to restore the employee's sick leave other than the sick leave used to supplement any worker's compensation wage indemnity payment.

B. Sick Leave Buy Back:

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 days, at the time of retirement (M.G.L. c. 32), as follows:

- 10 years - 15%
- 15 years - 20%
- 20 years - 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 unused sick leave compensation.

Effective the beginning of the month after Town Meeting funds the parties' first Contract, every regular employee working a regular schedule of less than 20 hours per week for all 12 months of the year shall accrue one sick day for every two months of service, with an accrual limit of 42 days. Since these employees do not receive paid bereavement leave, they can use paid sick days for bereavement leave, in accordance with the provisions of the Bereavement article of this Agreement. However, the Town will not buy back any of their unused sick leave. A sick "day" is based on an employee's average daily *budgeted* hours in a regular work week.

**ARTICLE X - FAMILY AND MEDICAL LEAVE**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

A. Twelve workweeks of leave in a 12-month period for:

1. the birth of a child and to care for the newborn child within one year of birth;
2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. to care for the employee's spouse, child, or parent who has a serious health condition;
4. a serious health condition that makes the employee unable to perform the essential functions of his or her job;

5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- B. With the approval of the Town Manager, additional FMLA may be granted, up to a total of 26 weeks FMLA, for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Employees must provide 30 days advance notice when the leave is foreseeable. The Town will require medical certification to support a request for leave because of a serious health condition, and, in accordance with the FMLA law, may require second or third opinions delete(at the Town's expense) and a fitness for duty report, to return to work. The town will pay for any second or third opinion allowed or required by the FMLA law.

The Town may require that paid leave (i.e. sick, vacation or personal) be taken when an employee is on FMLA to run concurrently with FMLA.

Upon return from family and medical leave to employment, prior to or upon the expiration of the twelve (12) week period, the employee will be restored to his/her previous position or equivalent position with the same status, pay and length of service credits as at the time of said employee's leaving.

## **ARTICLE XI - SUBSTANCE ABUSE POLICY**

### A. Substance Abuse Policy:

The Town of Foxborough is committed to protecting the health, safety and welfare of its employees by providing a work environment that is free of substance abuse. The Town intends to preserve its professional standards of excellence and will not allow substance abuse to impede our ability to provide our citizens with quality municipal services.

Accordingly, the Town has developed the following guidelines on controlled and illegal substances. These guidelines are designed to ensure our workplace is safe and productive. They articulate the Town's position that substance abuse will not be tolerated. The guidelines also reflect our concern for employees who have a substance abuse problem and encourage those individuals to seek counseling and treatment.

The Town emphasizes its commitment to the welfare of its employees and citizens and to a quality work environment that is free of substance abuse.

### B. 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, the Town's sick leave program 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.

An employee's job will not be jeopardized for seeking help for substance abuse problems before it affects the employee's job performance. However, such participation by itself does not protect an employee from appropriate disciplinary action should there be a breach of the conditions of employment, a violation of policies and procedures and/or should job performance fall below an acceptable level.

### C. 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 substances 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).
3. Prohibited Activities:

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

- a. The consumption of alcohol on any of the Town's office or work premises, including without limitation parking lots, 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.
- b. 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).
- c. 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.
- d. 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.

4. Disciplinary Action and Possible Consequences:

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

- a. Engage in any of the prohibited activities described above, or
- b. Engage in any such prohibited activities which result in, or cause, actual or potential adverse publicity affecting the Town's practice, reputation or its ability to serve the public.

5. Reporting Procedures:

A. Procedures.

Procedures for reporting substance abuse problems should balance the Town's intolerance for substance abuse with the privacy, trust and concern of employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:

1. Any employee who has a reasonable suspicion or who observes prohibited substance abuse actions by a co-worker, subordinate or superior must bring the matter to the attention of the Employee's Supervisor, Department Head and/or the Town Manager. The Supervisor shall bring the matter to the attention of the Town Manager or his designee. In no event should these matters be discussed with any other employee.
2. Any suspicion or confirmation of substance abuse is a sensitive matter and is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals described above may themselves be subject to disciplinary action which may include termination.

6. Searches and Testing.

To protect the health, safety and welfare of its employees, the Town reserves the right to require any employee to submit to a search of their personal property and/or testing when probable cause exists as to the possession and/or consumption of controlled or illegal substances as described under Prohibited Activities. Probable cause is defined as an apparent state of facts and/or circumstances found to exist which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics. The Town reserves the right to search all areas of Town office property, as well as employees personal property brought onto Town office property, including but not limited to offices, files, briefcases, desks, (lockers), etc. All searches and tests will be conducted only by personnel with the express authorization of the Town Manager or his designee.

Furthermore, the Town reserves the right to require a suspected employee to submit to chemical and/or medical tests administered by a qualified physician or laboratory of the Town's choice or to submit to a breathalyzer test administered by a qualified breathalyzer operator. The Town will use the testing company and testing methods used by the Town to perform such testing for DPW employees required to have CDL licenses. If this test result is positive, the employee may be requested to undergo more precise tests. An employee's failure to comply with the Town's request for a search and/or test is grounds for disciplinary action which may include dismissal.

#### **ARTICLE XII - BEREAVEMENT**

For every regular full time and regular part time employee covered by this Agreement, a leave with pay up to a maximum of three (3) working days, calculated at straight time hourly earnings, shall be granted upon request by the employee in the case of death in an employee's immediate family: i.e., spouse, child, stepchild, legal ward, parent, sister or brother, grandparent, grandchild, a member of the immediate household, or spouse's immediate family. Use of up to an additional three (3) days of accrued time may be granted by the Department Head upon request by the employee.

#### **ARTICLE XIII - JURY DUTY**

Any 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 summonsed as a witness on behalf of the Town shall receive full pay and shall return to the Town Treasurer any amounts given for witness fees, exclusive of travel allowance.

#### **ARTICLE XIV - MILITARY LEAVE**

- A. Any regular full-time or regular part time employee who is a member of any United States Reserve Unit, or any component of the United States Reserves, shall be paid the difference, if any, 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 seventeen (17) days in any one (1) year. Proof of service and pay rate, satisfactory to the Town Manager or designee, shall be submitted. A copy of orders must be on file with the appropriate department head.
- B.. Any regular full-time or regular part time employee who is drafted or who enlists in the Armed Services during any wartime emergency shall be granted military leave. Within sixty (60) days of release, they shall be reinstated, if they so desire, to the same or a 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 XV- MISCELLANEOUS

### A. Weekend Duty:

Section 1. Water Department (Water and Sewer Operations Manager, Assistant Superintendent for Water and Sewer and Water Working Supervisor).

The weekend duty shall be from 4:00 pm Friday through 7:30 am Monday. The compensation for being available for other calls (on call pay) shall be seventeen (17) hours of straight time pay per weekend. When an employee who is being compensated for weekend duty is called into work he shall be compensated for a minimum of four (4) hours at time and one half (1 1/2) for Saturday and double time (2x) for all hours worked, on Sunday and holidays.

Section 2. Highway, Maintenance, Tree and Park Departments (For Highway Supervisor, Tree & Park Supervisor, Equipment Maintenance Supervisor and Town Engineer).

The weekend duty shall be from 4:00 pm Friday through 7:30 am Monday from November 15 to April 1 each year. The compensation for weekend duty shall be two hundred and fifty dollars (\$250) paid in the following manner:

4:00 p.m. Friday through Midnight Saturday - \$125  
12:01 a.m. Sunday through 7:30 a.m. Monday - \$125

If it is a holiday weekend, then an additional \$100 shall be paid for the holiday.

When an employee who is being compensated for weekend duty is called into work he shall be compensated for a minimum of four (4) hours at time and one half (1 1/2) for Saturday and double time (2x) for Sunday and on any day that the holidays listed in this Agreement are observed by the town.

### B. Annual License Maintenance Stipends:

- Tree & Park Supervisor: \$450 for Pesticide License.
- Highway Supervisor: \$1,050 for Welding Certification.

C. The Town will pay the costs for employees to renew Commercial Drivers and Hydraulic licenses if the licenses are required by the position.

D. The Water and Sewer Operations Manager, Equipment Maintenance Supervisor, Highway Supervisor, Town Engineer, Assistant Water & Sewer Superintendent, Tree and Park Supervisor and Water Working Supervisor, Health Agent, Assessor, Conservation Agent/Manager, Animal Control Officer, and Building Commissioner shall continue to be issued any clothing, gloves, jackets, safety glasses, safety gear and rain gear, as well as a shoe allowance (up to \$475) that they were being provided as of July 1, 2014. The shoe allowance shall be to reimburse the employee for the reconditioning (laces, insoles, mink oil, shoe brushes, replacement heels or soles) of work and or safety shoes and socks, upon the submittal of a purchase receipt signed by the DPW Director/Town Manager/Town

Manager's designee or, at their discretion, by establishing an account for employees at a boot supplier. The employee is required to wear safety shoes and the issued items and will hold the Town harmless for any injury occurring as a result of not wearing safety shoes or gear.

E. Provided it is not caused by the employee's negligence or covered by insurance, no more than once every 12 months, the Town shall pay the cost, up to \$175, of repairing or replacing any prescription eyewear that is damaged or destroyed as a result of a Public Works employee performing work duties.

F. Tool Allowance:

The Equipment Maintenance Supervisor shall receive a tool allowance of \$525.00 per year. This allowance shall be paid on July 1st of each year.

G. Certification Incentive:

All permanent full-time employees who have completed the necessary courses of study and training and have been awarded and received certification(s) in their respective field by their state, national or international association shall receive as incentive pay from the Town of Foxborough, in addition to their regular compensation paid for services in such position, the amount as identified below. If the employee is eligible, the Certification Incentive shall be paid in the first pay week of December and will not be eligible for a prorated payment upon termination of employment.

In order to maintain the additional annual incentive payment, the employee shall continue to maintain their certification(s) and/or pursue additional certifications as is traditional for such position. Regular part-time employees receiving the same training and certification, and if relevant to their position, shall be entitled to a pro rata share of the stipend. This stipend shall not be available to any employee for whom the training and certification is a requirement of their employment with the Town. Employees who currently receive additional compensation for this training, either through contract provisions, other by-law provisions, state law or town manager approval, shall not be entitled to this stipend.

One Thousand (\$1,000) Dollars (This designation is limited to the department head):

Director Certification (Council on Aging)

Certified Municipal Assessor (CMA) (Assessing Department)

American Institute of Certified Planners (AICP) (Planning Department)

Five Hundred (\$500) Dollars:

Program Manager (Council on Aging)  
Certified Municipal Clerk (Town Clerk's Office)  
Certified Municipal Assessor\* (CMA) (Assessing Department)  
Advanced Training Certification (Conservation Department)  
Registered Sanitarian (Board of Health)  
Drinking Water License -Treatment (T2 and above) (Dept. of Public Works)\*\*\*  
Mass Veterans Service Officer Certification\*\* (Veterans Office)  
Professional Engineers License (Town Engineer)

\*\*\*Any Water Department (Treatment) employee who has a T2 and above will be entitled to the certification incentive payment.

- H. Reimbursement For Continuing Education/Training: With advance notice to, and approval of, the Town Manager or his designee, or if the employee is specifically requested or directed to complete a particular program or course, the Town will reimburse an employee for tuition, registration and book(s) charges provided the employee obtains at least a "B" grade or its equivalent if the program is graded on a pass/fail basis, the employee must pass if the program is not graded, then the employee must successfully complete the program. To be eligible for consideration, the employee must make the request in writing on a form provided by the Town no later than the December 31 prior to the fiscal year in which the employee wants to take the program or course.
- I. Mileage: The Town will pay the IRS mileage rate to an employee who qualifies for reimbursable mileage from the town and provides documentation satisfactory to the town, both as determined by the town.
- J. The Tree and Park Supervisor shall continue to perform the duties of the Tree Warden through June 30, 2016. The position holder shall not be obligated to perform those duties beyond June 30, 2016 unless there is a subsequent agreement to do so.
- K. Fees for Special Licenses Required For A Position: If, at the time the Union ratifies the parties' first collective bargaining agreement, an employee is required by the Town, any other government entity or law to possess a special license or certificate of any type for the proper discharge of their duties and the Town pays for the license, certificate and renewal, the Town shall continue to pay for it. In addition, the Town will pay for any new licenses/certificates and their renewals an employee is required to have by the Town, any other governmental entity or law for the proper discharge of the employee's duties.

## ARTICLE XVI - COMPENSATION

### A. The Pay Plan is attached as Appendix A.

1. Effective the first full pay period after July 1, 2014, any employee covered by this Pay Plan who has worked all 12 months of FY 2014 will advance a full step 2.5% (two and a half percent) in their position classification provided that they are not already at the top of that classification.
2. Effective the first full pay period after July 1, 2015, the Pay Plan will be increased by 2% (two percent).
3. Any employee who left the employment of the Town prior to December 1, 2015 will not be entitled to the benefits of this Agreement, including any retroactive increase in wages.
4. The ongoing Compensation Study agreed to by the parties and intended to provide the foundation for compensation on or after July 1, 2016, will continue to completion. The parties will bargain over its implementation, including any changes in this Agreement related to its implementation, with the goal of having a new Pay Plan in place on or after July 1, 2016.
5. With advance notice to and approval of the Town Manager: An employee assigned in writing to a position in a higher classification in this bargaining unit shall receive an increase of 2.5% (two and a half-percent) in the employee's hourly rate. An employee assigned in writing to a position in a higher classification in the Department Heads bargaining unit shall receive an increase of 5% (five percent) in the employee's hourly rate. This is not intended to apply to the paid absence of an employee in the higher classification for 15 (fifteen) work days or less unless it is known in advance that the absence will be for more than 15 (fifteen) work days, in which event the additional compensation will begin with the first day. An employee assigned to a lower classification will retain the employee's higher rate of pay.

### B. Overtime:

1. Any hours, or portions thereof, worked by a regular full time employee (i.e., an employee with a regular work week of at least 35 hours) in the service of the Town, over and above the employee's regular workday and/or regular work week will be considered overtime. For purposes of calculating overtime, hours that would have been worked but for authorized paid leave shall count as hours worked.

2. The Town will only be obligated to compensate employees for overtime work approved in advance by the Town Manager or his designee except that overtime required to address an emergency shall not require advance approval. It shall be the responsibility of the Department Head or the Department Head's designee to acquire the Town Manager's approval in advance.
3. Overtime pay shall be calculated at one and one half (1 1/2) times the employee's straight hourly earnings. Overtime pay shall be granted to all employees at two (2) times the employee's straight time hourly rate for services rendered on Sundays and Holidays set forth in this Agreement.
4. Employees who work more than sixteen (16) consecutive hours ("excess hours") shall be compensated at two (2) times the straight time hourly rate for the excess hours. For employees performing snow removal, meal and rest periods shall be counted as hours worked.
5. Overtime pay will be calculated to the nearest quarter hour.
6. When regular full-time employees are requested to return to work after completing their normal day's work, but are required to work less than four (4) hours upon their return, they shall be compensated for no less than four (4) hours pay at their overtime rate.
7. Continuation of compensatory time for certain Unit A positions in the Department of Public Works- For Unit A positions in the Department of Public Works allowed to accrue compensatory time in lieu of overtime pay at the time that the parties' first Contract is ratified by the Union, an employee can choose to receive compensatory time (at the applicable overtime rate of either 1.5 or 2 times the overtime hours worked) up to a maximum of 100 compensatory hours per fiscal year. With advance notice to and permission of the DPW Director or his designee, which shall not be unreasonably withheld, an employee can use accrued compensatory time but all compensatory time must be used in the fiscal year that it is accrued. Compensatory time shall not be available in lieu of overtime pay when the Town is eligible to receive reimbursement for the overtime expense.
6. Compensatory time for positions in lieu of pay for overtime for positions other than those described in the preceding paragraph be limited to unforeseen and extraordinary circumstances where the Department does not have the money to pay for the overtime. The compensatory time must be documented and is to be used in the pay period in which it is accrued unless the overtime occurs too close to the end of the pay period to do so, in which event it must be used no later than the pay period immediately following in the pay period in which it is accrued.

## ARTICLE XVII - DUES DEDUCTION/AGENCY FEE

### Section 1.

The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each employee.

### Section 2.

An employee may consent in writing to the authorization of the deduction of union dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town, and shall bear the signature of the employee. An employee may withdraw his/her union dues check-off authorization by giving at least sixty days' notice in writing to the Town Manager or his/her designee.

### Section 3.

The Town shall deduct dues, assessments and initiation fees, or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the International Secretary-Treasurer of the Union, together with a list of employees whose dues or agency fees are transmitted, provided that the Town is satisfied, by such evidence that the Town may require, that the International Secretary/Treasurer of the Union has given to the Union a bond, in a form approved by the Town, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the Town. The Town will be obligated to provide the list of employees whose dues or agency fees are transmitted no more frequently than once a month.

### Section 4.

In accordance with the provision of section 17g, chapter 180, chapter 150e, section 12 of the Massachusetts General Laws and 456 CMR 17.00-17.16 employees in the bargaining unit who have been employed for thirty (30) days and who are not dues paying members of the Union must pay an agency service fee. The Union shall annually provide the Town in writing with its calculation of the applicable agency fee at least once a year and if the fee changes.

### Section 5.

The Union agrees to indemnify and hold harmless the Town its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of this provision, including, but not limited to any proceeding in which the Town is made a party.

### **ARTICLE XVIII-NO STRIKE**

- A. No member of the bargaining unit shall engage in, induce or encourage any strike, work stoppage, slowdown, sick out, sympathy strike, or other withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.
- B. Neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick out, sympathy strike, or other withholding of services from the Employer, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services, including upon termination of this Agreement.
- C. The Union agrees further that should any employee or group or group of employees covered under this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.
- D. Violation of this Article or refusal to cross any picket line in the performance of duty will be a violation of this Agreement and will be cause for disciplinary action by the town against an employee, and such other action that the Town may deem appropriate.
- E. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

### **ARTICLE XIX-REDUCTION IN FORCE**

- A. In the event that, for reasons of economy or reorganization, it becomes necessary for the Town of Foxborough to reduce the number of employees in the bargaining unit, in determining which of its employees are to be reduced, the Town will take into consideration the qualifications of such employees, the quality of their past performance and their seniority. Where, in the opinion of the Town, the qualifications and quality of performance of employees are substantially equal, employees will be reduced in the order of reverse seniority as employees of the department.

- B. Employees whose employment is so reduced will be considered for reemployment by the Town in the inverse order of their layoff a period of one (1) year from the effective date of their termination, if they inform the appointing authority in writing of their desire to be considered.
- C. An employee who is re-employed by the Town within said one (1) year period after being reduced under the provisions of this Article, shall have restored the unused sick leave accumulated at the time of the reduction. Years of service will remain uninterrupted for purposes of seniority. Years of service will be credited for purposes of determining the employee's vacation accrual and longevity.
- D. When seniority becomes the tie breaker, the seniority preference for purposes of this section for employees who have the same seniority date with the town will be determined by a lottery drawn by the town and witnessed by the union.
- E. When the town determines that a reduction in the workforce is necessary, it shall notify the union as soon as reasonably possible, but in any event, no later than two weeks prior to the intended layoff, at the union's request, the town shall meet with the union to discuss the impact of the layoff of the affected employees, at which time the town shall provide information relative to the availability of all vacant bargaining unit positions and the availability of any training programs which may be available to the employees.
- F. The town will notify an employee who is to be laid off at least two weeks before the effective date of the layoff by email, in person and/or by first class mail.

#### **ARTICLE XX- HEALTH INSURANCE**

Notwithstanding any other provision of this Agreement, including without limitation any 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. c. 32B ("Health Insurance Reform Statute") or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.

The June, 2013 Memorandum of Agreement [801 CMR 52.04(4)] by and between the Town of Foxborough and the Foxborough Public Employee Committee ("2013 PEC Agreement") is incorporated by reference.

#### **ARTICLE XXI- UNION ACTIVITY**

- A. With advance notice to and approval of the Town Manager, provided that it does not interfere with use by official Boards, Agencies, Committees or Commissions of the Town of Foxboro or the Foxboro School Department or other groups who regularly use the facilities, Union shall be allowed to use Town meeting rooms for Union meetings outside of regular Town Hall business hours. The Union shall be responsible for any additional expense to the Town caused by the usage.

- B. Provided that there is mutual agreement to schedule the proceedings during working hours, up to (3) Union representatives shall be allowed reasonable time off from work with pay to attend grievance and arbitration proceedings. Such time shall be considered time worked when calculating overtime.
- C. A written list of Union Officers and other representatives shall be furnished to the Town immediately after their designation and the Union shall forthwith notify the Town of any changes.
- D. Union officials may post notices on bulletin boards designated by the Town Manager, in places and locations where notices usually are posted by the Town for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs, such as announcements of recreation or social events, elections, appointments, results of elections, meetings, posting of openings, and conferences. No notice shall contain material of a controversial, inflammatory, or offensive nature.
- E. Time off without pay shall be granted to one(1) officer or steward of the Union to attend the USW International Convention, District Conferences, training and other meetings/seminars sponsored by the USW. The Town shall not be obligated to provide more than 5 unpaid days each Contract year to the bargaining unit for this purpose.

#### **ARTICLE XXII- FILLING OF VACANCIES**

When the Town determines that there is a vacancy in a position represented by the bargaining unit, it shall post a notice on the Town website and other bulletin boards used to post notices to employees covered by the bargaining unit and, except in an emergency, provide a 10 calendar day response period. Nothing herein shall prevent the Town from filling any position temporarily or simultaneously advertising the vacancy externally. Unless the vacancy is created because of the long term absence of the position holder, generally, the Town will post the vacancy within 90 calendar days after it is filled temporarily.

Employees who fill a higher graded position on an acting basis shall be placed at a step in the higher grade plan that provides the smallest increase, but not less than 2.5 %(two and a half percent) above the current rate of the individual or the highest rate of pay in the higher grade, whichever is less. Employees who fill a lower graded position on an acting basis will remain at their higher rate of pay.

When such acting position ends, the person will return to his/her previous position without loss of seniority or compensation. Such compensation shall include, from the date of the return, any step increases or general wage increases the employee would have received had they not been in the acting position.

In the event a vacancy of position is posted and the Town elects not to fill that position or vacancy, all employees who applied to fill that vacancy or position shall be considered to have applied in response to a reposting for said vacancy or position if the reposting occurs within six (6) months of the initial posting.

Notices of vacancies shall also be sent to the Shop Steward.

If an employee is promoted ( higher-grade position), the employee will be placed at a step in the higher grade pay plan that provides the smallest increase, but not less than 5%( five percent) above the current rate of the individual, or the highest rate of pay in the higher grade, whichever is less.

The date of the promotion will become the employee's new anniversary date.

### **ARTICLE XXIII - STABILITY OF AGREEMENT**

- A. This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Anything not specifically included in this Agreement expressly or by reference, including without limitation provisions of the Town's Revised Consolidated Personnel By-Law, is not a part of the Agreement.
- B. No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.
- C. The failure of the Town or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Town to future performance of any such term or condition and the obligation of the Union to such future performance shall continue in full force and effect.
- D. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

### **ARTICLE XXIV - SAVINGS CLAUSE**

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate for a satisfactory replacement for any such provision.

### **ARTICLE XXV - HEALTH AND SAFETY**

The Town's loss control committee will include at least one representative from the bargaining unit, designated by the bargaining unit, and will also serve to address health and safety concerns. The Union representative will be allowed time off without loss of pay to attend any meetings that take place during regular work hours.

## **ARTICLE XXVI - SENIORITY**

Seniority is the length of continuous employment of a regular full-time and part-time employee regularly working at least 20 hours a week in a particular Department in a bargaining unit position. In cases where bargaining unit seniority is equal, regular full time employment will be the first tiebreaker. The second tiebreaker will be service time for the Town in in a non-bargaining unit position in which the employee regularly worked full time or at least 20 hours a week. Seniority shall not be broken by authorized non-disciplinary leave, including paid vacation time, paid sick leave, jury duty, maternity leave, leave covered by workers compensation wage indemnity payments, FMLA and military leave. Seniority will only be a consideration where this Agreement expressly states that it is factor.

The Town shall maintain separate seniority lists for each department with employees covered by this Agreement. In the event of an employee of a department under this Agreement transfers or is promoted to another department, the employee shall suffer no loss of seniority.

For employees budgeted to regularly work less than 20 hours a week, seniority will only count in a comparison with other employees budgeted to work less than 20 hours a week.

## **ARTICLE XXVII - CHANGE IN CLASSIFICATION**

Reclassification of a position is based on a rating determined by the qualifications and duties required of the position. It is not based on the performance of any member who holds the position or the volume of work for a position. A position may be considered for reclassification not more frequently than once every two years. The process will be as follows:

- a. With the assent of the bargaining unit member, the member's Department Head will provide to the Town Manager or his designee ("Town Manager") a written request for reclassification of the position, including any documentation that demonstrates a substantial change in position qualifications and duties from the existing job description. The member and the Department Head will provide any additional information requested by the Town Manager.
- b. The Town Manager may also propose a reclassification of a position provided that there is documentation that demonstrates a substantial change in job qualifications and duties from the existing job description.
- c. The Town Manager, in his discretion, may consult with the Personnel Wage Board when there is a request for a position to be reclassified.

- d. The Town Manager will advise the Union of any reclassification requests made under this process and provide the pertinent documents to the Union, as well as meet with the Union to discuss the requests if the Union so requests. Unit A: If there are more than three (3) requests for reclassification in a fiscal year, and the Town Manager determines that no more than three (3) requests will be considered, the Union will determine which three (3) requests shall be considered.
- e. The Town Manager, in consultation with the Board of Selectmen, shall make the final decision as to whether and when a position should be reclassified, including to what extent and the implementation date.
- f. This classification process shall apply to the initial classification of positions that are added to the bargaining unit.
- g. The Town Manager's decision under this provision shall not be subject to the grievance and arbitration procedure. However, the Town Manager will meet with the Union to discuss the findings if the Union so requests.
- h. Notwithstanding the other provisions of this article, there will be a one year moratorium on any reclassification request after a new pay classification plan is implemented.

## **ARTICLE XXVIII-DEFINITION OF EMPLOYEE**

### A. Regular Full Time Employees

A regular full time employee is defined as a non-probationary employee who is regularly scheduled for a work week of between thirty-five (35) and forty (40) hours.

### B. Regular Part Time Employee

A regular part time employee is defined as a non-probationary employee who is regularly scheduled for a work week of between twenty (20) and thirty five (35) hours.

### C. Part Time Employees Less Than Twenty (20) Hours

A part time employee less than twenty (20) hours is a non-probationary employee who is regularly scheduled for a work week of less than twenty (20) hours. Such employee shall receive limited benefits, as expressly provided by the Agreement.

## ARTICLE XXIX- DURATION

This Agreement shall be in effect from July 1, 2014-June 30, 2017, subject to the limited bargaining applicable to the third year of the Agreement only as described below, and it shall continue from year to year thereafter unless either party gives notice that it wants to terminate or renegotiate the Agreement sixty calendar days prior to June 30, 2017.

Bargaining over changes in the Agreement in the third year, July 1, 2016 through June 30, 2017, will be limited to:

- a. The implementation of the Compensation Study described in the Compensation article;
- b. A proposal by either party that was unforeseen when the parties engaged in the bargaining that resulted in this Agreement;
- c. A proposal that both parties agree to bargain about.

This shall not preclude either party from their right to require mid-term bargaining under M.G.L. c. 150E.

For the United Steelworkers

*Steph J. Henry*

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For the Town of Foxborough

*James J. DeLellis*

*Chin...*

*John Dray*

*Virginia M. Koppala*

UNITED STEELWORKERS,  
AFL-CIO-CLC LOCAL 9517

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Leo W. Gerard,  
President

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Stanley W. Johnson,  
International Secretary-Treasurer

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Thomas M. Conway,  
Vice President, Administration

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Fred Redmond,  
Vice President, Human Affairs

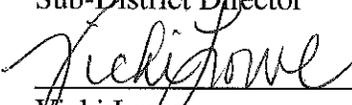
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John E. Shinn,  
Director, District 4

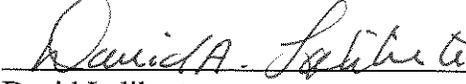
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Stephen J. Finnigan  
Sub-District Director

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Vicki Lowe  
Bargaining Committee

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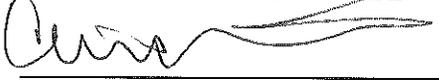
  
David Laliberte  
Bargaining Committee

FOR THE TOWN  
Town of Foxborough

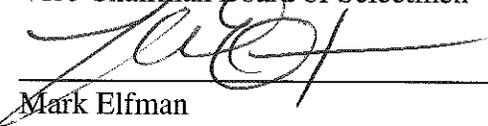
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David S. Feldman  
Chairman Board of Selectmen

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Christopher P. Mitchell  
Vice Chairman Board of Selectmen

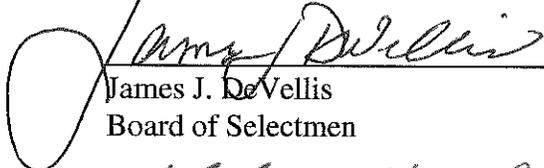
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Mark Elfman  
Clerk Board of Selectmen

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Virginia Coppola  
Board of Selectmen

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James J. DeVellis  
Board of Selectmen

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