

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF MIDDLEBOROUGH
AND THE
MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA), AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Middleborough Library Staff Association, Local 4928 (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) (hereinafter the “Union”) and the Town of Middleborough Board of Selectmen (hereinafter, the “Town”).

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2018 through and including June 30, 2021; and

WHEREAS, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the membership of the Town and the Union, agreed to a successor agreement for the period of July 1, 2021, through and including June 30, 2024;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. The Collective Bargaining Agreement in effect for the period July 1, 2018 through and including June 30, 2021, shall be in full force and effect for the period July 1, 2021 through and including June 30, 2024, except as modified by this **MEMORANDUM OF AGREEMENT**.
2. **Contract Duration (3 Years): July 1, 2021 to June 30, 2024**
 - a. Amend all applicable dates in the collective bargaining agreement to reflect the Duration.
 - b. **Article 20 – Termination:**
 - 1) Amend paragraph 20.1 to change “June 30, 2021” to read “***June 30, 2024***”.
 - 2) Amend paragraph 20.1 a to change “FY19” to read “***FY2022-FY2024***”.
 - 3) Amend paragraph 20.1 to change “2%” to read “***two and one-half percent (2.5%)***”.
3. **Article 7 – Work and Overtime Hours:**
 - a. Delete the last sentence in Paragraph 7.5 c.
 - b. Re-number Paragraph 7.5 d TO READ 7.5 e.
 - c. Add a new Paragraph 7.5d to read:
 - d. ***Finally the parties agree the hours worked on a Sunday shall not be used when calculating accrued sick and vacation leave.***

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

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- d. Add a new Paragraph 7.6 to read:

*7.6 **Staff Meetings.** Staff meetings may be held on a monthly basis or as scheduled by the Library Director. Staff Meetings are mandatory for employees who are working on the day/time when a meeting is held. An employee not working or scheduled to work on the day/time when a Staff Meeting is held shall receive a minimum of one (1) hour of compensatory time for his/her attendance.*

4. **Article 8: Union Representation:**

Amend Article to include new Paragraph 8.3. to read as follows:

*8.3 **Information and Access to Members.** The Town agrees to provide the Union with information and access to members of the bargaining unit pursuant to M.G.L. c. 150E.*

5. **Article 9 – Holidays:**

Amend Paragraph 9.1 to add a new paid holiday: *Juneteenth*

6. **Article 10 – Vacations:**

- a. Amend the 1st sentence in Paragraph 10.2 to change “~~October 1st~~” to read “**November 1st**”.
- b. Amend Paragraph 10.2 b to read:

~~One (1) week vacation requests~~ *Vacation requests of five (5) or more days* starting with the most senior employee.

- c. Amend Paragraph 10.4 to read:

10.4 Vacation Leave Upon Termination. Upon termination of employment by dismissal, the employee shall receive payment equal to that amount of accrued vacation which is unused. *Upon voluntary termination, accrued unused vacation and earned vacation prorated-to the number of months worked, shall be paid.* If termination is caused by death, such payment shall be made to the employee's spouse, ~~or~~ beneficiary, *or estate.* ~~Upon voluntary termination, accrued unused vacation and earned vacation prorated-to the number of months worked, shall be paid.~~

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7. **Article 11 – Sick Leave:**

Amend the 1st sentence in Paragraph 11.4 to read:

11.4 Employees shall be granted ~~three (3)~~ ***four (4)*** personal days each year, provided requests for personal days are made at least 48 (forty-eight) hours in advance of the requested day off.

8. **Article 14 – Salaries:**

a. Amend Paragraph 14.3 to read:

14.3 ***Salary Increase.***

- a. Effective and retroactive to July 1, ~~2018~~ ***2021***, the rates of pay for all bargaining unit employees shall increase by ***two and one-half percent (2.5%)***.
- b. Effective July 1, ~~2019~~ ***2022***, the rates of pay for all bargaining unit employees shall increase by ***two and one-half percent (2.5%)***.
- c. Effective July 1, ~~2020~~ ***2023***, the rates of pay for all bargaining unit employees shall increase by ***two and one-half percent (2.5%)***.

9. **Article 16 – Miscellaneous Provisions:**

a. Amend Paragraph 16.12a to read:

a. A course for credit will require a grade of B or better for reimbursement. ~~An employee must provide documentation attesting to receiving a grade of "B" or better for a course to receive reimbursement.~~ ***An employee shall provide documentation satisfactory to the Library Director confirming that he/she completed an approved course and received a grade of "B" or better to receive reimbursement.***

b. Amend Article to add a new Paragraph 16.13 to read:

16.13 As of July 31, 2021, paychecks will be directly deposited to an employee's financial institution of their choice and the Town will no longer provide any paper documentation of a paycheck. To the extent an employee is not already enrolled in direct deposit, the employee will make the necessary arrangements through the Treasurer-Collector's office to enroll no later than July 31, 2021.

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10. Maintenance (non-substantive) changes:

- a. Paragraph 9.4 change “on n alternate” to read “on an alternate”.
- b. Re-number “Article 23 – Social Media Policy” to read “Appendix B – Social Media Policy”
- c. Re-number “Article 24 – Information Technology Network/Systems Responsible Use Policy” to read “Appendix C – Information Technology Network/Systems Responsible Use Policy”.
- d. Maintenance (non-substantive) changes to current collective bargaining agreement, which are attached to this document, including the changes listed below:
 - 1) Maintenance (non-substantive) change to Paragraph 3.1.
 - 2) Maintenance (non-substantive) change to Paragraph 7.3 as proposed by the Town.
 - 3) Maintenance (non-substantive) change to Paragraph 7.5b as proposed by the Town.
 - 4) Maintenance (non-substantive) change to Paragraph 16.6 as proposed by the Town.

11. Appendix A- Salary Schedules:

- a. Amend the hourly rates of pay in Appendix A to increase rates for FY2022 across the board by two and one-half percent (2.5%) effective July 1, 2021.
- b. Amend the hourly rates of pay in Appendix A to increase rates for FY2023 across the board by two and one-half percent (2.5%) effective July 1, 2022.
- c. Amend the hourly rates of pay in Appendix A to increase rates for FY2024 across the board by two and one-half percent (2.5%) effective July 1, 2023.

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This Memorandum of Agreement is subject to ratification by the Town and the Union. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 27th day of September, 2021.

TOWN OF MIDDLEBOROUGH

**MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION,
LOCAL 4928, MLSA, AMERICAN FEDERATION OF
TEACHERS (AFT), AFT MASSACHUSETTS (AFL-CIO)**

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APPENDIX A
SALARY SCHEDULES

GRADE 10: ASSISTANT DIRECTOR			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	27.1139	27.7918	28.4866
2	28.5412	29.2548	29.9861
3	30.0439	30.7950	31.5648
4	31.6249	32.4156	33.2260
5	33.2062	34.0364	34.8873
6	34.8660	35.7376	36.6311
7	36.6093	37.5245	38.4627
8	38.4401	39.4011	40.3861
9	40.3652	41.3743	42.4087
GRADE 9: PROFESSIONAL POSITION - MLS OR EQUIVALENT			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	24.6491	25.2653	25.8970
2	25.9464	26.5951	27.2600
3	27.3128	27.9956	28.6955
4	28.7500	29.4688	30.2055
5	30.1877	30.9424	31.7159
6	31.6965	32.4889	33.3011
7	33.2813	34.1134	34.9662
8	34.9455	35.8192	36.7146
9	36.6928	37.6102	38.5504
GRADE 8: PROFESSIONAL POSITION - ENROLLED IN MLS PROGRAM (NOT CURRENTLY USED)			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	22.3722	22.9315	23.5048
2	23.4797	24.0667	24.6683
3	23.8891	24.4863	25.0984
4	25.7979	26.4429	27.1039
5	27.0277	27.7034	28.3960
6	28.3598	29.0688	29.7955
7	29.6932	30.4356	31.1964
8	31.1779	31.9574	32.7563
9	32.7369	33.5553	34.3942

APPENDIX A
SALARY SCHEDULES

GRADE 7: PARAPROFESSIONAL SUPERVISOR - CERTIFIED PARAPROFESSIONAL (LEVEL 3 OR LEVEL 4)			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	18.4718	18.9336	19.4070
2	19.3989	19.8839	20.3810
3	20.2813	20.7883	21.3080
4	21.4910	22.0282	22.5790
5	22.3722	22.9315	23.5048
6	23.4594	24.0459	24.6470
7	24.5459	25.1595	25.7885
8	25.7732	26.4175	27.0780
9	27.0619	27.7385	28.4320
GRADE 6: PARAPROFESSIONAL			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	16.7750	17.1944	17.6243
2	17.6357	18.0766	18.5285
3	18.4554	18.9168	19.3897
4	19.5628	20.0519	20.5532
5	20.3014	20.8089	21.3291
6	21.3063	21.8389	22.3849
7	22.3520	22.9108	23.4835
8	23.4696	24.0564	24.6578
9	24.6431	25.2591	25.8906
CUSTODIAN			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	15.2568	15.6382	16.0292
2	16.0153	16.4157	16.8261
3	16.7750	17.1944	17.6243
4	17.7592	18.2031	18.6582
5	18.4554	18.9168	19.3897
6	19.3989	19.8839	20.3810
7	20.2813	20.7883	21.3080
8	21.2955	21.8279	22.3736
9	22.3602	22.9192	23.4922

AGREEMENT

Between

THE TOWN OF MIDDLEBOROUGH

and

THE MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION

LOCAL 4928, MLSA, AMERICAN FEDERATION OF TEACHERS (AFT)

AFT MASSACHUSETTS, AFL-CIO

July 1, 2021 - June 30, 2024

Commented [WA1]: MOA 9/1/2013 – Item #2a

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PREAMBLE

The AGREEMENT is hereby entered into by the Town of Middleborough, hereinafter referred to as the EMPLOYER, the Middleborough Library Staff Association, and the Massachusetts Library Staff Association, M.L.S.A., hereinafter referred to as the UNION, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

ARTICLE 1
RECOGNITION

- 1.1** The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of collective bargaining with the EMPLOYER concerning salaries, wages, hours of work, and other conditions of employment for all permanent full-time and part-time employees of the Town of Middleborough Public Library as set forth in the Bargaining Unit Certification by the Massachusetts Labor Relations Commission MCR-3114.

ARTICLE 2
UNION DUES

- 2.1** The Town agrees to deduct regular monthly ASSOCIATION dues from the wages of each employee who authorizes the Town to do so through a signed authorization card delivered to the Town. The Town may conclusively rely upon a written statement from the Treasurer of the ASSOCIATION as to the amounts of such monthly ASSOCIATION dues.
- 2.2** The ASSOCIATION agrees to indemnify and save the Town harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this Article.

ARTICLE 3
DISCRIMINATION AND COERCION

- 3.1 There shall be no discrimination by the EMPLOYER or the UNION in violation of state or federal laws against any employee covered by the terms of this Agreement because of race, color, national origin, religion, gender, marital status, sexual orientation, gender identification, military service, age, disability, citizenship and/or genetic information. All employees shall receive the full protection of this AGREEMENT."
- 3.2 There shall be no discrimination by the EMPLOYER or the UNION against any employee because of such employee's activity or non-activity or membership or non-membership in the UNION.
- 3.3 Whenever a question of discrimination or coercion arises, such questions shall be resolved through the grievance procedure as established in this AGREEMENT, except as otherwise provided by statute.

Commented [WA2]: MOA 9/27/2021 – Item #10d1

ARTICLE 4
GRIEVANCE PROCEDURE

- 4.1 For the purpose of this AGREEMENT a grievance shall be defined as any complaint, dispute or controversy arising between the EMPLOYER and the UNION and/or any employee(s) under and during the term of this AGREEMENT and involving the interpretation or application of the specific provisions of this AGREEMENT.
- 4.2 All grievances shall be processed in the following manner:

STEP 1. The aggrieved employee shall present the matter informally to the Library Director or his/her designee for adjustment within ten (10) days of the occurrence or employee's first knowledge of the event giving rise to the grievance or said grievance shall be deemed waived and not subject to consideration in any forum. The employee may have a UNION representative present at this meeting. The Library Director shall reply within ten (10) days.

Commented [WA3]: MOA 9/27/2021 – Item #10d
All items highlighted in gray throughout this document are previously agreed upon non-substantive (maintenance/housekeeping) changes.

STEP 2. If no satisfactory resolution is made in Step 1, the aggrieved employee shall reduce the grievance to writing, and file a copy of the same with the Library Director and the Board of

Library Trustees within ten (10) days.

STEP 3. The Trustees shall, upon receipt of the written grievance, consider same and notify the employee and the UNION of the result of its consideration within fifteen (15) days.

STEP 4. If no satisfactory resolution is made in Step 3, the aggrieved employee shall submit the grievance to the Selectmen. The Selectmen shall, upon receipt of the written grievance, consider same and notify the employee and UNION of its final and binding decision within fifteen (15) days.

STEP 5. ARBITRATION. Whenever certain grievances remain unresolved after processing in accordance with Steps 1-4 herein, the UNION shall have the right to submit the matter to arbitration in accordance with the remainder of this Section.

- a. Except as hereinafter stated, all arbitration proceedings pursuant to this Article shall be instituted before the American Arbitration Association and governed by and conducted in accordance with its Voluntary Labor Arbitration Rules. It shall be considered a condition precedent to said arbitration that a written demand for same be filed simultaneously with both the American Arbitration Association and the responding party no later than thirty (30) days following the exhaustion of Step 4 above.
- b. However, under extenuating circumstances, time periods referred to in this Article may be extended by mutual AGREEMENT.
- c. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this AGREEMENT.
- d. Except for the initial filing fee, which is the responsibility of the moving party, all expenses of arbitration shall be shared equally between the parties.

4.3 DISCIPLINE. 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 a manner so as not to embarrass the employee. Employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee.

ARTICLE 5
PUBLIC SERVICE

- 5.1 The EMPLOYER and the UNION shall recognize and adhere to all State Labor Laws, rules and regulations and AGREEMENT's entered into between the EMPLOYER and the union.
- 5.2 After an employee has been in the employ of the EMPLOYER for a period of six (6) months, no employee in the unit shall be discharged, suspended, lowered in rank or compensated without the employee's consent, unless there is just cause and reasons given to the employee in writing.

ARTICLE 6
SENIORITY

- 6.1 Seniority shall be defined as length of continuous service as a bargaining unit employee.
- 6.2 The principal of seniority for employees shall govern and control in all cases of promotion within the bargaining unit, transfer, as well as preference in assignment to shift work, assignment to overtime, and choice of vacation period. Seniority shall not be the sole factor in making determinations of preference but shall be given due consideration with all other factors by the Library Director.

6.3 **CLASSIFICATIONS:**

GRADE	POSITION
10	Assistant Director
9	Professional Position (MLS or Equivalent)
8	Professional Position (Enrolled in MLS Program)
7	Paraprofessional Supervisor - Certified Paraprofessional - Level 3 or Level 4
6	Paraprofessional
CUSTODIAN	Custodian

ARTICLE 7
WORK AND OVERTIME HOURS

7.1 The number of hours in the full-time work week, as presently established, shall remain in effect: Thirty-six and one-quarter (36 ¼) hours per week for all employees.

7.2 The lunch period shall be for up to one (1) hour duration. Each employee working five (5) hours or more in a day shall have two (2) fifteen (15) minute paid breaks per workday. Employees working less than five (5) hours shall have one (1) fifteen (15) minute paid break. This is in addition to the one (1) hour lunch break.

7.3 Employees covered by this AGREEMENT shall be paid overtime at the rate of one and one-half (1½) times the regular rate of pay for work in excess of the normal workday or work week. Any overtime pay or compensatory time shall be agreed upon by the Library Director and the employee, subject to the **limitations** of the Fair Labor Standards Act.

Commented [WA4]: MOA 9/27/2021 – Item #10d2

7.4 Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.

7.5 **SUNDAY LIBRARY HOURS.**

a. The Trustees will have the discretion to have Sunday Library hours. The parties agree that a minimum of three (3) employees, including one (1) permanent full-time or permanent part-time employee who is a member of the bargaining unit, shall be required to open the Library for no more than 4.5 hours. The parties also agree that all work performed on a Sunday by permanent full-time or permanent part-time employees shall be paid in accordance with the provisions of Article 7. Any employee hired prior to July 1, 2012 may decline assignment to work on a Sunday though employees hired after July 1, 2012 will be required to work one (1) Sunday per month. (The bookkeeper and custodian positions shall be exempt from this equity rotation requirement). Any unfilled shifts on a Sunday may then be filled by the Library Director using an employee hired only to work on a Sunday.

b. Any employee hired only to work on a Sunday shall be considered an intermittent part-

time employee and not a member of the bargaining unit. The hourly rate paid to an employee hired to work on a Sunday shall be determined by the Library Trustees, based on the employee's experience and qualifications, but shall not exceed the equivalent of Grade 9/Step 1 found in Appendix A of this agreement. An intermittent part-time employee shall not be used to otherwise augment the workforce at the Library, or to deprive members of the bargaining unit opportunities for additional work including overtime.

Commented [WA5]: MOA 9/27/2021 – Item #10d3

c. In the event the Library is closed on a Sunday or any other workday due to weather conditions or for any other reason, permanent full-time and permanent part-time employees scheduled to work on that day shall be paid their regular hourly rate of pay for all hours they were scheduled to work.

Commented [WA6]: MOA 9/27/2021 – Item #3a

d. Finally the parties agree that hours worked on a Sunday shall not be used when calculating accrued sick and vacation leave.

Commented [WA7]: MOA 9/27/2021 – Item #3c

e. Bargaining unit employees shall be offered Sunday shifts prior to using any substitutes.

Commented [WA8]: MOA 9/27/2021 – Item #3b

7.6 **STAFF MEETINGS.**

Staff meetings may be held on a monthly basis or as scheduled by the Library Director. Staff Meetings are mandatory for employees who are working on the day/time when a meeting is held. An employee not working or scheduled to work on the day/time when a Staff Meeting is held shall receive a minimum of one (1) hour of compensatory time for his/her attendance.

Commented [WA9]: MOA 9/27/2021 – Item #3d

ARTICLE 8 UNION REPRESENTATION

8.1 A written list of UNION stewards shall be furnished to the EMPLOYER immediately after their designation and the UNION shall notify the EMPLOYER of any change.

8.2 The above personnel shall be granted reasonable time off during working hours to investigate grievances and for contract negotiations.

8.3 Information and Access to Members. The Town agrees to provide the Union with information

and access to members of the bargaining unit pursuant to M.G.L. c. 150E.

Commented [WA10]: MOA 9/27/2021 – Item #4

**ARTICLE 9
HOLIDAYS**

9.1 The following days shall be considered to be paid holidays:

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

Commented [WA11]: MOA 9/27/2021 – Item #5

9.2 Holiday pay shall be one (1) day's pay at straight time rate.

9.3 If a holiday occurs within any employee's vacation period, he shall receive an additional day's vacation with pay.

9.4 A holiday that falls on a day in which the Library is normally closed shall be observed on an alternate workday.

Commented [WA12]: MOA 9/27/2021 – Item #10a

9.5 All permanent part-time workers will be awarded those holidays with pay that fall on the employee's regular workday in proportion to the number of hours worked as compared to a permanent full-time employee.

9.6 Any employee who works on a holiday shall receive the regular holiday pay and an amount equal to one and one-half (1 ½) times his regular rate of pay for all hours worked; or compensatory time equal to one and one-half (1 ½) times the actual hours worked on the holiday. In no case shall this be less than an amount equal to three (3) hours work at the above rate.

9.7 If a holiday falls on a day that an employee is not regularly scheduled to work, the employee's compensation for the holiday will be compensatory time off (based on the hours worked in the employee's regular workday). Any such time shall be scheduled with the Library Director's

approval within thirty (30) days of when it is accrued.

- 9.8** The Employer shall make a reasonable effort to offer holiday shifts to all employees. The Employer shall select employees, based on the needs of the Library, on a rotating basis starting with the most senior. Should an employee decline this additional holiday shift, the Employer shall ask the next most senior employee.

ARTICLE 10 **VACATIONS**

- 10.1** Vacations shall be granted during the calendar year; selection for the vacation period shall be determined by the Library Director after taking into consideration the party or parties who will be filling in on vacations.

- 10.2** Vacation Scheduling Process. The Library Director or his/her designee shall solicit vacation requests from bargaining unit members on or before November 1st of the previous year. In the event there is a conflict with multiple vacation requests, the Employer shall use the following process to determine the order of vacation approvals:

Commented [WA13]: MOA 9/27/2021 – Item #6a

- a. Any event outside the control of the requestor (i.e. weddings, graduations, etc.).
- b. Vacation requests of five (5) or more days starting with the most senior employee.
- c. Any time bargaining unit employees have remaining shall be submitted and approved within a reasonable time.
- d. The Employer shall not unreasonably deny vacation requests.

Commented [WA14]: MOA 9/27/2021 – Item #6b

- 10.3** Eligibility for Vacations.

- a. Permanent full-time employees shall be granted the following vacation days without loss of pay after having worked in a full-time capacity for the time shown. For work performed for less than thirty (30) weeks, vacation allowance shall be on the basis of one day for each month employed:

AFTER COMPLETING	VACATION DAYS EARNED
12 MONTHS	10 DAYS
24 MONTHS	12 DAYS
36 MONTHS	13 DAYS
48 MONTHS	14 DAYS
60 MONTHS	15 DAYS
72 MONTHS	16 DAYS
84 MONTHS	17 DAYS
96 MONTHS	18 DAYS
108 MONTHS	19 DAYS
120 MONTHS	20 DAYS
132 MONTHS	21 DAYS
144 MONTHS	22 DAYS
156 MONTHS	23 DAYS
168 MONTHS	24 DAYS
180 MONTHS (15 YEARS)	25 DAYS

b. Every part-time employee of the Library with continuous service shall receive pro-rate vacation days equivalent to full-time employees for equivalent years of service as set forth in 10.3 a. Calculation of pro-rated vacation benefits for eligible part-time employees shall be based upon:

- 1) Total length of continuous service regardless of whether there was a change in number of hours worked and;
- 2) Average number of scheduled work hours per week for the fifty- two (52) consecutive weeks prior to determination of the benefit.

10.4 Vacation Leave Upon Termination. Upon termination of employment by dismissal, the employee shall receive payment equal to that amount of accrued vacation which is unused. Upon voluntary termination, accrued unused vacation and earned vacation prorated-to the number of months worked, shall be paid. If termination is caused by death, such payment shall be made to the employee's spouse, beneficiary, or estate.

Commented [WA15]: MOA 9/27/2021 – Item #6c

Commented [WA16]: MOA 9/27/2021- Item #6c

10.5 Employees who are injured and are receiving Workmen's Compensation benefits shall be entitled to all vacation benefits accrued prior to injury, but shall not accrue or be entitled to additional vacation benefits while absent from work due to such injury. Vacation benefits for the fiscal year in which the employee returns to employment will be pro-rated.

10.6 At the discretion of the Library Director, bargaining unit employees may roll over up to three (3) unused vacation days to be used in the first quarter of the new calendar year.

ARTICLE 11
SICK LEAVE

- 11.1** Each full-time employee shall be granted eighteen (18) sick leave days per year, which shall accrue at the rate of one and one half (1½) days for each calendar month of actual service.
- 11.2** Sick leave may be accumulated to a maximum of two hundred twenty-five (225) days.
- 11.3** Subject to the Library Director's approval, which shall not be arbitrarily withheld, up to five (5) days a year of accumulated sick leave may be granted to attend to sickness of family members and other persons residing in the employee's household or immediate relatives residing outside of the household.
- a.** "Immediate relative" shall be defined as a member's spouse, children, mother, father, sister, brother, mother and father-in-law, grandparents, grandchildren or any "step" relatives in these categories (i.e., "step children").
- b.** Three (3) of the five (5) days may be used to attend to the sickness of the following relatives living outside of the household: aunts, uncles, nieces, nephews, brothers and sisters- in-law, sons and daughters-in-law.
- 11.4** Employees shall be granted four (4) personal days each year, provided requests for personal days are made at least 48 (forty-eight) hours in advance of the requested day off. The Library Director will waive the 48 (forty-eight) hours advance notice requirement if an emergency situation prevented the notice requirement from being met.
- 11.5** Miscellaneous.
- a.** No portion of sick leave shall be credited to annual vacation leave of any employee, but any employee disabled because of sickness or accident may use all or part of vacation leave credited at the time of the disability as sick leave pay, provided that the accident or injury is not compensated under any of the Town's compensation policies.

Commented [WA17]: MOA 9/27/2021 – Item #7

- b. Upon retirement (under the General Laws) or death, an employee or his estate shall receive a day's pay for each three (3) days of the unused portion of accumulated sick leave. Only employees hired prior to July 1, 2008 will be eligible for sick leave buy back.

- c. All permanent part-time workers will be granted sick leave credits in the same proportion that their part-time service bears to full-time service.

- d. An employee who is reinstated or re-employed after an absence of two (2) years or less shall be credited with his or her sick leave credits left at the termination of prior employment.

- e. Upon return, to work following a sick leave in excess of four (4) consecutive workdays, an employee may be required to submit a doctor's certificate verifying the illness and fitness to return to work. The Library Director may require a certificate at any time if abuse of sick leave is evident or suspected.

ARTICLE 12
JURY PAY

- 12.1** The EMPLOYER agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 13
FUNERAL LEAVE

- 13.1** In the event of a death in the immediate family of a member or her/his spouse, that member may be granted up to five (5) days of leave without loss of pay. Immediate family is defined as spouse, children, mother, father, sisters, brothers, mother and father-in-law, grandparents, spouse's grandparents, grandchildren, aunts and uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law, stepmother and father, stepchildren and other members of the immediate household who reside with the employee.

13.2 Bereavement leave may be extended by two (2) additional days for the loss of the employee's spouse, child, or parent with the approval of the Library Director. The additional time will be deducted from either available personal days or accrued vacation time at the employee's discretion.

13.3 Bereavement leave days shall be added to the employee's accrued vacation days if the loss of an immediate family member, as defined in section 13.1, occurs during the employee's scheduled vacation.

ARTICLE 14
SALARIES

14.1 Employees shall receive their weekly salaries according to Appendix A. Employees will advance a step on the anniversary date of their employment in a position.

14.2 Employees who are requested by the Library Director to attend meetings after his/her regularly scheduled work hours shall receive compensatory time equal to the length of the meeting and any travel time.

14.3 Salary Increase.

a. Effective and retroactive to July 1, 2021, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

b. Effective July 1, 2022, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

c. Effective July 1, 2023, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

Commented [WA18]: MOA 9/27/2021 – Item #8a

Commented [WA19]: MOA 9/27/2021 – Item #8a

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Commented [WA23]: MOA 9/27/2021 – Item #8a

Commented [WA24]: MOA 9/8/221 – Item #8a

ARTICLE 15
POSTING AND BIDDING

15.1 The Board of Selectmen desire that the Town Employees be given maximum opportunity for advancement in the service. When any municipal position covered by

this AGREEMENT becomes vacant, such vacancy shall be posted in a conspicuous place in all departments listing the pay, duties, and qualifications. Employees within the department when the opening exists shall be given first consideration in filling a vacancy.

- 15.2** When qualified, present employees of the department in which the opening exists shall be given a sixty (60) day trial and training period in the new position. If during the trial period, the Director determines that the employee is not qualified to perform the work, the employee shall be returned to the employee's former position and rate. In any case, the employee shall be restored to the rate in effect prior to the promotion as though the promotion had not been granted.

ARTICLE 16
MISCELLANEOUS PROVISIONS

- 16.1** Bulletin Board. Announcements shall be posted in conspicuous places where employees enter or leave the premises. The parties to this AGREEMENT, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- 16.2** Should any provision of this AGREEMENT contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute as defined in G.L. Ch. 150E, Section 7, the terms of this AGREEMENT shall prevail. Should any provision of this AGREEMENT be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT. If proper notice is given by either party to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties. Should any provision of this AGREEMENT be found to be in violation of any Federal or State Law, this AGREEMENT shall not require either party to perform any act in violation of that law, notwithstanding any contrary provision of this AGREEMENT.
- 16.3** Emergency Leave. Unpaid emergency leave may be granted at the discretion of the Library Director.

16.4 Parental Leave.

- a. A full-time bargaining unit employee who has completed his/her probationary period, or if there is no such probationary period, has been employed for at least six (6) consecutive months, and who is absent from his/her employment with the Town for a period not exceeding eight (8) weeks for the purpose of a parental leave, shall be granted leave without pay if his/her request for such leave is made to the Library Director at least two (2) weeks in advance of the anticipated date of departure. Beyond the above-mentioned parental leave, additional unpaid leave may be granted upon approval of the Library Director. Such requests should be made in writing no less than four (4) weeks before the end of the leave. The Library Director may waive the four (4) week advance notice if emergency circumstances arise.
- b. At the expiration of the parental leave, the employee will be restored to his/her previous position or a similar position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- c. Notwithstanding any other provision of the contract to the contrary, the parental leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave. The period of any unpaid parental leave shall not be included in any computation of such benefits, rights or advantages. Sick leave may be used for parental leave purposes, as defined in Massachusetts General Laws, Chapter 149, Sec. 105D.

16.6 Any employee assuming a senior position for ten (10) or more consecutive working days due to another employee's illness or absence, not including vacation or personal days for this ten (10) day period, shall receive compensation at the higher rate at his/her current step, for each day the senior position is held. The increased amount shall be paid on the next scheduled pay period. In the event of a recurring related condition, the ten (10) day waiting period shall be waived.

Commented [WA25]: MOA 9/27/2021 – Item #10d4

16.7 Those members only that are involved directly with setting up new proposals and bargaining for the next contract, or settling grievances, shall be permitted the time during a workday, if necessary, if agreeable with the Library Director. Permission to attend bargaining sessions scheduled during the workday shall be requested a reasonable time in advance of the session; such permission shall not be unreasonably denied.

16.8 Educational Incentive Pay (EIP).

a. The parties agree that the Educational Incentive Pay will be paid on an annual basis once the level of library science credit hours has been reached. There shall be no requirement that the member continue to pursue additional credit hours. The EIP shall be paid in accordance with the following schedule, and is to be cumulative for all employees.

12 Credit Hours	\$250.00
24 Credit Hours	\$250.00
36 Credit Hours	\$250.00
48 Credit Hours	\$250.00
60 Credit Hours	\$250.00
72 Credit Hours	\$250.00
84 Credit Hours	\$250.00

b. All qualified employees will be paid out the first month of their second calendar year and will then be paid subsequently on the first month of every calendar year moving forward. If an employee reaches a new level of credits during a calendar year, the employee will receive the higher educational incentive at the beginning of the next calendar year.

16.9 All part-time employees shall receive sick day, vacation and holiday benefits in accordance with Article 10.3 B.

16.10 A part-time employee presently enrolled in the Town's group insurance plan will not lose coverage in the event the employee works twenty (20) hours for forty-two (42) weeks but less than twenty (20) hours for ten (10) weeks of each fiscal year.

16.11 The Town will print and distribute copies of the collective bargaining agreement to all current and newly hired employees.

16.12 Educational Development Reimbursement. Employees shall receive reimbursement of tuition, books, materials as specifically require in the curriculum and/or syllabus, and fees up to five hundred (\$500) dollars annually for the cost of work-related educational enrichment approved by the Director.

a. A course for credit will require a grade of B or better for reimbursement. An employee shall provide documentation satisfactory to the Library Director confirming that he/she completed an approved course and received a grade of "B" or better to receive reimbursement.

Commented [WA26]: MOA 9/27/2021 – Item #9a

b. Non-credit work-related enrichment requires evidence of attendance, completion of required work and related receipts for reimbursement.

c. In the event that work-related activities commence during the employee's work hours, the employee shall receive his/her regular hourly rate for his/her participation.

16.13 Direct Deposit. As of July 31, 2021, paychecks will be directly deposited to an employee's financial institution of their choice and the Town will no longer provide any paper documentation of a paycheck. To the extent an employee is not already enrolled in direct deposit, the employee will make the necessary arrangements through the Treasurer-Collector's office to enroll no later than July 31, 2021.

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ARTICLE 17 THE EMPLOYER'S RIGHTS

17.1 The Town reserves and retains all the regular and customary functions, rights and prerogatives of municipal management which have not been specifically relinquished, abridged, or limited by this AGREEMENT. The exercise of such functions, right and prerogatives shall not be subject to the grievance and arbitration procedure.

ARTICLE 18
EFFECTIVE DATE

- 18.1** Unless otherwise agreed to in a Memorandum of Agreement between the parties, changes to non-economic provisions are effective upon the signing of the successor Agreement.
- 18.2** Any matter affecting the Town budget shall be subject to approval by Town Meeting action.

ARTICLE 19
REDUCTION IN WORK FORCE

- 19.1** Town Rights.
- a.** The Town reserves and retains the right to determine the level of services and staffing needs of the various departments.
 - b.** The Town reserves and retains the right to lay off its employees for lack of work or reasons of economy.
- 19.2** Layoffs Criteria. In the event the Town determines to reduce the work force through layoffs of bargaining unit personnel, the following criteria will be used by the Library Director in determining selection of employees:
- a.** The Employer shall determine the staffing needs as described in 19.1 a.
 - b.** Once the staffing needs are determined and shared with the Union, the Employer shall layoff the least senior bargaining unit employee in the respective classifications, as defined in 6.3 of the collective bargaining agreements.
- 19.3** Bumping. An employee being laid off may, at his/her sole discretion, bump an employee in a lower classification with less seniority.

19.4 Recall.

- a. Employees may be recalled to work in accordance with the criteria set forth in Section 2, for a period of up to two (2) years.
- b. Employees contacted in writing by the Town who fail to accept the position available, within ten (10) days, shall be eliminated from the recall listing.
- c. Employees will be reinstated with all accrued benefits intact up to the time of their layoff.

ARTICLE 20
TERMINATION

20.1 This AGREEMENT will remain in effect until June 30, 2024.

Commented [WA28]: MOA 9/27/2021 – Item #2b1

a. In the event that the Town voluntarily agrees to provide any Town side bargaining unit with a more generous base salary increase in FY2022-FY2024 than the two and one-half percent (2.5%) provided to the Union, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric department constitutes a Town side bargaining unit for the provisions of this section.

Commented [WA29]: MOA 9/27/2021 - Item #2b2

Commented [WA30]: MOA 9/27/2021 – Item #2b3

b. At that time either party may terminate this AGREEMENT provided such termination is transmitted through the registered U.S. Mails to the responsible signatories to the AGREEMENT. In no case may a termination notice be sent less than one hundred fifty (150) days prior to the termination date herein agreed.

20.2 Renewal. Should neither party to this AGREEMENT send a notice of termination as described in Section 20.1, this AGREEMENT will be considered to have been automatically renewed for another calendar year.

ARTICLE 21
HEALTH INSURANCE

- 21.1** The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired after July 1, 2013. The premium cost share for the Point of Service (POS) plan (s) shall be 60% by the Town and 40% by the Employee. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage.
- 21.2** The October, 2013 Memorandum of Agreement By and Between The Town of Middleborough and the Middleborough Public Employee Committee is incorporated by reference ("PEC Agreement").
- a.** The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.
 - b.** The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.
- 21.3** Effective July 1, 2013, a bargaining unit member who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a Town plan continuously for two consecutive fiscal years, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan).
- a.** In addition to the above, other conditions for the annual stipend are:

- The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and
- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

b. If there is a qualifying event which means that an employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

c. Assuming the employee stays off the health insurance for a full year, the first half of the stipend will be paid during the six month and the second half of the stipend will be paid during the 12th month.

21.4 In consideration of the terms of the settlement of a successor collective bargaining agreement for 2013-2014, including the reduction of the Town's contribution to the HMO premium cost for employees hired on or after July 1, 2103 to 70%, the Town agrees that it will not further reduce the Town's percentage contribution toward the premium cost of the HMO plans for the three (3) year period ending June 30, 2016.

ARTICLE 22 **FLEXIBLE SPENDING ACCOUNT**

22.1 The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dental care.

This AGREEMENT entered into this 27th day of September, 2021.

FOR THE TOWN OF MIDDLEBOROUGH

FOR THE MIDDLEBOROUGH LIBRARY
STAFF ASSOCIATION, LOCAL 4298, MLSA,
AMERICAN FEDERATION OF TEACHERS
(AFT), AFT MASSACHUSETTS, AFL-CIO

**APPENDIX A
SALARY SCHEDULES**

GRADE 10: ASSISTANT DIRECTOR			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	27.1139	27.7918	28.4866
2	28.5412	29.2548	29.9861
3	30.0439	30.7950	31.5648
4	31.6249	32.4156	33.2260
5	33.2062	34.0364	34.8873
6	34.8660	35.7376	36.6311
7	36.6093	37.5245	38.4627
8	38.4401	39.4011	40.3861
9	40.3652	41.3743	42.4087
GRADE 9: PROFESSIONAL POSITION - MLS OR EQUIVALENT			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	24.6491	25.2653	25.8970
2	25.9464	26.5951	27.2600
3	27.3128	27.9956	28.6955
4	28.7500	29.4688	30.2055
5	30.1877	30.9424	31.7159
6	31.6965	32.4889	33.3011
7	33.2813	34.1134	34.9662
8	34.9455	35.8192	36.7146
9	36.6928	37.6102	38.5504
GRADE 8: PROFESSIONAL POSITION - ENROLLED IN MLS PROGRAM (NOT CURRENTLY USED)			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	22.3722	22.9315	23.5048
2	23.4797	24.0667	24.6683
3	23.8891	24.4863	25.0984
4	25.7979	26.4429	27.1039
5	27.0277	27.7034	28.3960
6	28.3598	29.0688	29.7955
7	29.6932	30.4356	31.1964
8	31.1779	31.9574	32.7563
9	32.7369	33.5553	34.3942

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**APPENDIX A
SALARY SCHEDULES**

GRADE 7: PARAPROFESSIONAL SUPERVISOR - CERTIFIED PARAPROFESSIONAL (LEVEL 3 OR LEVEL 4)			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	18.4718	18.9336	19.4070
2	19.3989	19.8839	20.3810
3	20.2813	20.7883	21.3080
4	21.4910	22.0282	22.5790
5	22.3722	22.9315	23.5048
6	23.4594	24.0459	24.6470
7	24.5459	25.1595	25.7885
8	25.7732	26.4175	27.0780
9	27.0619	27.7385	28.4320
GRADE 6: PARAPROFESSIONAL			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	16.7750	17.1944	17.6243
2	17.6357	18.0766	18.5285
3	18.4554	18.9168	19.3897
4	19.5628	20.0519	20.5532
5	20.3014	20.8089	21.3291
6	21.3063	21.8389	22.3849
7	22.3520	22.9108	23.4835
8	23.4696	24.0564	24.6578
9	24.6431	25.2591	25.8906
CUSTODIAN			
	FY2202	FY2023	FY2024
	7/1/2021	7/1/2022	7/1/2023
STEP	2.50%	2.50%	2.50%
1	15.2568	15.6382	16.0292
2	16.0153	16.4157	16.8261
3	16.7750	17.1944	17.6243
4	17.7592	18.2031	18.6582
5	18.4554	18.9168	19.3897
6	19.3989	19.8839	20.3810
7	20.2813	20.7883	21.3080
8	21.2955	21.8279	22.3736
9	22.3602	22.9192	23.4922

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APPENDIX B
SOCIAL MEDIA POLICY

TOWN OF MIDDLEBOROUGH
Social Media Policy

Commented [WA33]: MOA 9/27/2021 – Item #10b

*As Adopted by Selectmen:
September 14, 2015*

Social Media Policy

The Town of Middleborough ("Town") depends on a respectful work environment to achieve its goal of serving the residents of Middleborough. Social media is a global term that combines technology, social interaction and content creation. For purposes of this Policy, current examples include but are not limited to, tools and web sites such as Facebook, Twitter, Instagram, YouTube and blogging. Social media allows departments within the Town of Middleborough to engage with the general public in electronic forums where conversations and interactions already exist. It also allows individuals to share their life and opinions with others. While both uses can be positive and rewarding, the use of social media presents certain risks and carries with it certain responsibilities.

The purpose of this Policy is to assist with making responsible decisions about the use of social media and to help ensure that the social media activities of Town employees and agents, conducted in both their official and personal capacity, conform to applicable laws, industry guidance, legal and regulatory restrictions, and privacy and confidentiality requirements.

This Policy is designed to promote appropriate social media use and avoid uses that: (1) breach confidentiality by revealing protected information about the Town, its residents, or its employees; (2) expose the Town to legal liability for employer or employee behavior that may be harassing, offensive, or maliciously false; or (3) interfere with Users' productivity and their ability to perform the duties and responsibilities of their positions with the Town.

1. Scope of Policy

This policy applies to all Town employees, board members (elected or appointed), contractors, agents or remote users, engaging or causing others to engage in social media (collectively referred to as "Users"). To the extent that laws and regulations' applicability are unclear, Town management will make reasonable judgments regarding applying existing print rules to social media forums, and will conform to prevailing industry practices to the greatest extent possible and in all events to the requirements of the law.

Town personnel working with third parties are responsible for assuring that such third parties are properly trained on this policy, and for monitoring their activities to ensure the third parties adhere to this policy.

Effective security, public disclosure, records retention and engagement with citizens are a team effort involving the participation and support of every Town employee who uses social media. It is the responsibility of every employee to know these guidelines and to conduct activities

APPENDIX B
SOCIAL MEDIA POLICY

accordingly.

This policy shall in no respect apply to preclude, impair or limit the right or ability of Town employees under M.G.L. c. 150E to communicate about terms and conditions of employment, and issues directly related thereto.

2. General Provisions

While Users may use any form of social media for personal use while off-duty, their status as employees or agents of the Town requires that the content of any social media postings not be in violation of existing Town by-laws, policies, directives, rules or regulations.

The same basic principles and guidelines found in the Town's policies apply to employee activities online. Ultimately, Users are solely responsible for what they post online.

Before creating an online account or profile, Users should consider some of the risks and rewards that are involved. Users should keep in mind that any conduct that adversely affects job performance, the performance of other Town employees or otherwise adversely affects co-workers, residents, officials, suppliers, people who work on behalf of the Town or the Town's legitimate business interests may result in disciplinary action up to and including discharge, in accordance with applicable collective bargaining agreements. While Town employees have the First Amendment right to free speech, that right is not absolute and extends only to matters of public concern.

3. Social Media Usage

The Town of Middleborough's Information Technology Network/Systems Acceptable Responsible Use Policy prohibits the use of Town equipment for personal social networking purposes.

Users should refrain from using social media while on work time or on equipment provided by the Town, unless it is work-related as authorized by your manager or consistent with the Town's Information Technology Network/Systems Acceptable Responsible Use Policy.

4. Know and Follow the Rules

Carefully read this Policy and review the Town's Information Technology Network/Systems Responsible Use Policy and the Town's Harassment Policies, and ensure your postings are consistent with these policies. Inappropriate postings that include discriminatory remarks, harassment, and/or threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including discharge, in accordance with applicable collective bargaining agreements. All Users shall comply with the following:

- Online postings that harass or threaten other Town employees or officials are expressly prohibited. Harassing or discriminatory posts or comments may be deemed inappropriate in violation of this Policy, even if the Town or the names of any of its employees are not posted or "tagged" in the comment.
- Online postings that disparage others based on race, national origin, sex, sexual

APPENDIX B
SOCIAL MEDIA POLICY

orientation, age, disability or religion are not permitted under any circumstances, regardless of the time, place, form or manner in which the information is posted or transmitted.

- Maintain the privacy of confidential information. Do not post internal reports, policies, procedures or other internal confidential communications. Users are prohibited from posting nonpublic items that are gained as a result of their position with the Town.
- Users may not use social media to engage in any activity or conduct that violates federal, state, or local law. Examples include, but are not limited to, software piracy or child pornography.
- Users may not use the Town's trademarks, logos, or any other Town intellectual property in connection with any personal social media activity.

5. Town Sponsored Social Media

The Town has an overriding interest and expectation in deciding what is "said" or present on its behalf on the Town's Social Media sites and accounts. The Town's Social Media shall be used only for Town purposes to serve Town interests. This section outlines the acceptable use of social media for Town purposes, which include but are not limited to, engagement, promotion and public outreach.

5.1 The Town Manager with support from the Information Technology Department shall have responsibility for defining the social media tools used for Town purposes, which includes approving acceptable forms of social media, and creating and archiving Town Social Media accounts.

5.2 Department managers shall have responsibility for the social media tools used for Town purposes in their department and for developing internal department policies and procedures which address: creating and maintaining social media accounts, posting content, training for account custodians, coordinating responses to questions and comments, and keeping the social media sites current and active. The following may have additional requirements found in their social media policies. They are:

Middleborough Gas and Electric Department Policy #43
Middleborough Police Department Policy #322

5.3 Social media content and responses to questions and answers for the Town's Departments shall be reviewed by each Department manager, or designee, prior to posting.

5.4 Town Social Media sites or accounts should make clear that they are maintained by the Town and that they follow the Town's Social Media Policy.

5.5 Comments or other content on topics or issues not related to Town Business or within the purview of the Town may be removed.

5.6 Employees representing the Town via Town Social Media sites or accounts shall conduct themselves at all times as representatives of the Town in accordance with all Town rules, regulations and policies.

APPENDIX B
SOCIAL MEDIA POLICY

5.7 The Town reserves the right to deny access to Town Social Media sites to any person who violates the Town's Social Media Policy, at any time and without prior notice.

5.8 Unacceptable Use of Town Sponsored Social Media

The following list is by no means exhaustive, but attempts to provide a framework for activities that fall into the category of unacceptable use of the Town's Social Media sites or accounts. These are in addition to and should be read in conjunction with the rules governing all social media use stated above (Section 4). Users with questions regarding these unacceptable uses should contact the Town Manager. The following activities are strictly prohibited, with no exceptions:

- Engaging in any actions that violate the State of Massachusetts Public Employees ethics code.
- Engaging in any actions that may harm or tarnish the image, reputation and/or goodwill of the Town and/or any of its employees.
- Posting or release of proprietary, confidential, sensitive, or personally identifiable information.
- Engaging in any activity that is illegal under local, state, federal or international law while using the Town-owned resources.
- Violating laws pertaining to the handling and disclosure of copyrighted or export-controlled materials.
- Violating the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations.
- Using a Town Social Media account to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Making fraudulent offers of products, items, or services originating from any Town account.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties, from any Town account.
- Taking actions that could cause security breaches, including, but not limited to, sharing data that is restricted from public disclosure.

6. Be Respectful

Always be respectful of fellow co-workers, residents, suppliers and vendors. Also, remember that you are more likely to resolve work-related disputes by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that might constitute harassment or bullying, or that disparages fellow co-workers, residents, suppliers or vendors.

APPENDIX B
SOCIAL MEDIA POLICY

7. Be Honest and Accurate

Always post honest and accurate information or news, and if you make a mistake, correct it quickly. Be honest about any previous posts you have altered or edited. Remember that the Internet archives almost everything; therefore even deleted postings can be searched. Never post any information or rumors you know to be false about the Town, Town officials, fellow co-workers, residents, suppliers or vendors.

8. Do Not Post on Behalf of the Town Without Prior Authorization

Do not use your Town email address to register on social networks, blogs or other online tools utilized for personal use.

Do not create a link from a social networking site, blog, or other website to a Town website without identifying yourself as a Town employee.

Express only your personal opinions. Unless clearly authorized to do so, never represent yourself as a spokesperson for the Town. If you are writing about the Town, make it clear that you are not speaking on behalf of the Town. Specifically express that while you are an employee of the Town, your views do not represent those of the Town, fellow co-workers, citizens, suppliers, vendors, or anyone working on behalf of the Town.

Include a disclaimer, such as "The postings on this site express my own views, positions and opinions, and do not necessarily reflect the views of the Town of Middleborough."

9. Expectation of Privacy

Users should presume that all social media postings, regardless of privacy settings, are public and use their best judgment when participating in social media. Users of social media are cautioned that they should have no expectation of privacy while using the Internet. Online postings can be reviewed by anyone, including the Town.

Pursuant to the Town's Information Technology Network/Systems Responsible Use Policy, the Town may monitor a User's Town provided equipment and all electronic communications and records, at any time, with or without notice, including individual user folders, browser history and other information stored on the Town's electronic communications systems.

10. Retaliation is Prohibited

The Town prohibits taking adverse action against any employee for reporting a possible violation of this Policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a possible violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including discharge, in accordance with applicable collective bargaining agreements.

APPENDIX B
SOCIAL MEDIA POLICY

11. Acknowledgement

Town employees must sign a written acknowledgement that they have received, read, understand, and agree to comply with the Town of Middleborough's Social Media Policy.

ACKNOWLEDGEMENT FORM

I have received a copy of the Town of Middleborough's Social Media Policy.

I understand that this Policy replaces any and all prior verbal and written communications regarding Town policies relating to the use and access and Town monitoring of the use of social media, as defined in the Social Media Policy.

I have read and understand the contents of the Social Media Policy and agree to abide by its terms.

I understand that if I have questions or concerns at any time about the Social Media Policy, I will consult my immediate supervisor, my supervisor's manager or the Information Technology Department for clarification.

I understand that the contents of the Social Media Policy may change at any time.

Declaration

I have read, understand and acknowledge receipt of the Town of Middleborough's Social Media Policy. I will comply with the guidelines set forth in this policy and understand that failure to do so may result in disciplinary or legal action.

SIGNATURE

DATE

PRINTED NAME

APPENDIX C
INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

Town of Middleborough
Information Technology Network/Systems Responsible Use Policy

Commented [WA34]: MOA 9/27/2021 – Item #10c

1. Scope of Policy

The Board of Selectmen of the Town of Middleborough hereby adopt the following Information Technology Network/Systems Responsible Use Policy ("Policy"). The Town of Middleborough ("Town") provides information network/systems in order to allow Town of Middleborough government and its officers and employees to serve the public more efficiently and effectively.

This policy is intended to provide rules and guidelines concerning appropriate use of the Town's information technology network ("network") and information technology systems ("systems"), collectively ("network systems"). The network/systems includes but is not limited to, computers, laptops, printers, copiers, scanners, software applications, email, telephones, facsimile (fax) machines, servers, network infrastructure devices, including switches and routers, the Internet, and any Town related content generated or accessed remotely from outside of the Town's network/systems.

Any person who uses or otherwise manipulates or operates any component or feature of the Town's network/systems shall be a user ("user") of the network/systems for purposes of this Policy. Use of the Town's network/systems shall constitute acceptance of the terms set forth in this Policy, and as it may be amended from time to time. The Board of Selectmen reserves the right to amend this Policy at any time in the discretion of the Board.

Managers, supervisors and department heads are responsible for ensuring that all of their employees using any component or feature of the network systems have read this Policy and have understood its applicability to their activities.

2. User Responsibilities

It is the responsibility of any user of the Town's network/systems to read, understand and follow this Policy. Users shall use reasonable judgment interpreting this Policy and in making decisions about the use of the network/systems.

3. Unacceptable Uses

A user of network/systems shall not use the network/systems:

- For any political purposes
- For any commercial purpose
- To send threatening or harassing messages, whether sexual or otherwise
- To access or share sexually explicit, obscene, or otherwise inappropriate materials
- To infringe any intellectual property rights

APPENDIX C
INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

- To gain, or attempt to gain, unauthorized access to any computer or network for any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs
- To intercept communications intended for other persons
- To misrepresent either the Town of Middleborough or a person's role at the Town
- To play computer games or gamble
- To participate in Social Networking
- To libel or otherwise defame any person
- To use any unauthorized 3rd party utilities to delete information, format any hard drive, or otherwise delete or damage any data on PC's, laptops, servers, etc. for any private, personal use or purpose unrelated to the user's Town office or employment.

4. Privacy

Any information stored, accessed, browsed and/or created on the Town's network/systems should not be considered private by the user. This includes, but is not limited to, any and all electronically stored information and electronic files, electronic mail communications, Internet website history, text messages, telephone call history, and voicemail. All aspects of Town network/systems usage by a user is subject to monitoring (see Monitoring- Section 5), the Massachusetts Public Records Law, and legal discovery, as applicable.

Subject to certain exceptions in the law, electronic mail, telephone call history, voice mail messages, text messages, and other electronically stored information and electronic files are considered public records subject to potential disclosure under the Massachusetts Public Records Law and its record retention policies (see Records Retention - Section 7) and may be subject to legal discovery. Employees should NOT expect that electronic mail messages (even those marked "Personal") are private or confidential.

5. Monitoring

The Town may monitor a user's Town provided network/system at any time and the user consents that such monitoring shall not constitute an invasion of his or her privacy.

6. Internet/Electronic Mail Content

Users of the Town's network/system should be aware that content on some Internet websites or contained in "spam" electronic mail may be offensive to some people and/or inappropriate for the workplace. Efforts have been put in place to minimize access to offensive websites and electronic mail by using website content and spam filtering devices. However, filtering is not 100% accurate and occasionally, offensive material may enter the Town's network/systems.

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INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

7. Public Records Requirement

The Massachusetts Office of the Secretary of State has ruled (with the concurrence of the Attorney General's Office) that certain email correspondence are public documents in accordance with the definition of a "Public Record" as identified in Massachusetts General Laws, Chapter 4, Section 7, and Chapter 66, Section 10.

Whether in electronic (including Social Media) or paper format, certain documents, depending on the substance and content of the record, may or may not be deemed a public document. In almost every instance, communication involving a matter pending before a deliberative body is a public document that must be produced upon request.

Consider very carefully what your obligations are under the above noted statutes. Repeated instances of failing to save email correspondences on substantive matters places you at public risk of violating the Public Records Laws of Massachusetts, subjecting you to being fined by the Attorney General's office.

For more information on how to avoid Public Records Law violations as it relates to email communication, please refer to the Commonwealth of Massachusetts Municipal Records Retention Manual www.sec.state.ma.us/arc/.

8. Internet Usage Policy

All users of the Internet component of the network/systems shall use it in an appropriate and responsible manner. The Internet shall not be used to transmit, receive, submit, publish or otherwise access inappropriate information including, but not limited to, material that is defamatory, inaccurate, abusive, obscene, profane, racially or gender offensive, unethical, or illegal.

9. Social Media Policy

Social Media is a global term that combines technology, social interaction and content creation. For purposes of this Policy, current examples include but are not limited to, tools and web sites such as Facebook, Twitter, Instagram, YouTube and blogging. Social Media allows departments within the Town of Middleborough to engage with the general public in electronic forums where conversations and interactions already exist. Social Media shall be used only for Town purposes to serve Town interests.

This Policy is intended to guide Town employees and agents when using Town sponsored Social Media. The intention for publishing a Social Media Policy is to help all parties succeed in protecting Town employees, agents, departments, and the Town from illegal or damaging actions by individuals, either knowingly or unknowingly.

APPENDIX C
INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

Effective security, public disclosure, records retention and engagement with citizens are a team effort involving the participation and support of every Town employee who uses Social Media. It is the responsibility of every employee to know these guidelines and to conduct activities accordingly.

Social Media Usage

For professional purposes: This section lists the acceptable use of Social Media tools for professional purposes, which include, but are not limited to, promotion and public outreach.

- a. The Town Manager with support from the Information Technology Department shall have responsibility for defining the Social Media tools used for Town professional purposes, which includes creating and archiving Social Media accounts.
- b. Department managers shall have responsibility for the Social Media tools used for Town professional purposes, which includes: creating and maintaining Social Media accounts, posting content, coordinating responses to questions and comments and keeping the Social Media sites current and active. The following may have additional requirements found in their social media policies. They are:

Middleborough Gas and Electric Department Policy #43
Middleborough Police Department Policy #322

- c. Social Media content and responses to questions and answers for the Town's Departments shall be reviewed by each Department manager prior to posting.

Unacceptable Use of Social Media

The following list is by no means exhaustive, but attempts to provide a framework for activities that fall into the category of unacceptable use of Social Media for professional purposes unless otherwise stated. Employees should contact the Town Manager for questions about this Policy. The following activities are strictly prohibited, with no exceptions:

- Engaging in any actions that violate the state of Massachusetts Public Employees ethics code.
- Engaging in any actions that may harm or tarnish the image, reputation and/or goodwill of the Town and/or any of its employees when participating in Social Media.
- Post or release proprietary, confidential, sensitive, personally identifiable information on social media sites.
- Posting professional information with personal information.
- Engaging in any activity that is illegal under local, state, federal or international law while using the Town-owned resources.

APPENDIX C
INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

- Violating laws pertaining to the handling and disclosure of copyrighted or export-controlled materials.
- Violating the rights of any person or organization protected by copyright, tradeseecret, patent or other intellectual property, or similar laws or regulations.
- Using the Town's trademarks, logos and any other Town intellectual property in connection with any personal Social Media activity.
- Using a Town Social Media account to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Making fraudulent offers of products, items, or services originating from anyTown account.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties, from any Town account.
- Taking actions that could cause security breaches, including, but not limited to, sharing data that is restricted from public disclosure.

10. Enforcement

Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination of employment.

As adopted by Selectmen: Updated: February 25, 2015

APPENDIX C
INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

TOWN OF MIDDLEBOROUGH
Responsible Use Policy

ACKNOWLEDGEMENT FORM

I have received a copy of the Town of Middleborough's Responsible Use Policy.

I understand that this Policy replaces any and all prior verbal and written communications regarding Town policies relating to the use and access of the Town's technology resources and social media, and Town monitoring of these activities as defined in the Policy.

I have read and understand the contents of the Responsible Use Policy and agree to abide by its terms.

I understand that if I have questions or concerns at any time about the Responsible Use Policy, I will consult my immediate supervisor, my supervisor's manager, or the Technology Department for clarification.

I understand that the contents of the Responsible Use Policy may change at any time.

Declaration

I have read, understand and acknowledge receipt of the Town of Middleborough Responsible Use Policy. I acknowledge the guidelines set forth in this Policy and understand that failure to do so may result in disciplinary or legal action.

SIGNATURE

DATE

PRINTED NAME