

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, 2024 - June 30, 2027

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PREAMBLE

The AGREEMENT is hereby entered into by the Town of Middleborough, hereinafter referred to as the Employer or the Town, the Middleborough Library Staff Association, Local 4928, Massachusetts Library Staff Association (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO), 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 Union dues from the wages of each employee who authorizes the Town to do so through a signed authorization form, attached hereto as Appendix B, and delivered to the Treasurer of the Town in accordance with Section 17A of Chapter 180 of the General Laws, as amended. The Town may conclusively rely upon a written statement from the Treasurer of the

Union as to the amounts of such monthly Union dues.

2.2 The Union 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, sex, national origin, religion, gender/ gender identification, marital status, sexual orientation, military service/veteran status, age, disability/handicap, pregnancy or pregnancy related medical conditions, union activity, 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.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

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:

a. STEP 1: LIBRARY DIRECTOR. 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.

b. STEP 2: BOARD OF LIBRARY TRUSTEES. 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. 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.

c. STEP 3: SELECT BOARD. If no satisfactory resolution is made in Step 2, the aggrieved employee shall submit the grievance to the Select Board. 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.

d. ARBITRATION. Whenever certain grievances remain unresolved after processing in accordance with Steps 1-3 herein, the Union shall have the right to submit the matter to arbitration in accordance with the remainder of this Section. 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 3 above.

e. TIMELINES. The timelines in this Article may be extended by mutual AGREEMENT.

f. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this AGREEMENT.

g. 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.

ARTICLE 5

DISCIPLINE/PROBATIONARY PERIOD/JUST CAUSE

5.1 PROBATIONARY PERIOD/JUST CAUSE. Employees shall serve a probationary period of six (6) months. No Employee who has completed his/her probationary period shall be discharged, suspended, lowered in rank or compensation without just cause.

5.2 HANDLING OF COMPLAINTS MADE AGAINST EMPLOYEES. Any written complaints regarding an Employee made to the Library Director by any patron, staff member, or other person will be promptly called to the attention of the Employee. Prior to the imposition of any discipline or administrative action resulting from the complaint, the Employee will have the right to first present his/her case or viewpoint.

5.3 PROHIBITION OF PUBLIC DISCIPLINE. Any investigation of misconduct or discipline of a member of the bargaining unit by a supervisor, administrator, or any other agent of the Employer shall be done in private and never in the presence of patrons, staff members, other persons, or at public gatherings.

5.4 INVESTIGATORY HEARINGS/WEINGARTEN RIGHTS. Whenever a member of the bargaining unit is required to meet with a representative of the Employer concerning any matter which could lead to disciplinary action and/or adversely affect the Employee's employment status, the Employee shall be entitled to have a Union Representative present. The meeting shall be scheduled at a time that is both mutually convenient and as soon as reasonably possible for the Employer and the Union.

5.5 CONFIDENTIALITY OF INVESTIGATIONS. The Town will ensure confidentiality of all misconduct investigations to the extent it is possible to do so under the circumstances. This section shall not preclude the Town or the Library Director from discussing the investigation with appropriate Town officials and/or the Library Board of Trustees.

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 HOURS OF WORK

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 **MEAL PERIOD/REST BREAKS.** The meal 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 rest breaks per workday. Employees working less than five (5) hours shall have one (1) fifteen (15) minute paid rest break. This is in addition to the one (1) hour meal period.

7.3 **OVERTIME/COMPENSATORY TIME.** Employees covered by this Agreement shall be paid overtime, or if the employees shall so request be granted compensatory time. Overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for work in excess of the normal workday or work week. Compensatory time shall be granted at the rate of one and one-half (1½) hours for each hour worked 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.

a. 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.

b. 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.

7.4 **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.

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.

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

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

7.5 LIBRARY CLOSING. In the event the Library is closed due to weather conditions, or other circumstances not specified in 20.1 below, those employees scheduled to work shall be paid for their scheduled hours. In the event Library is closed under the provisions of this article, an employee normally scheduled to work on the date of closure shall not be required to work from home. Any employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.

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.

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 and discuss grievances, workplace related complaints and other issues, and for contract negotiations. Requests for time off during working hours to attend to union business shall be made in advance to the Library Director, and shall not be unreasonably denied.

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.

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	1/2 Day Before Thanksgiving
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Note: Effective 7/1/2024 add a new holiday (1/2 Day Before Thanksgiving). This is a floating holiday to be taken on a day mutually agreed upon between the Employee and the Library Director.

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.
- 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 ($1\frac{1}{2}$) times his regular rate of pay for all hours worked; or compensatory time equal to one and one-half ($1\frac{1}{2}$) 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:

- 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.

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.

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. 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.

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 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.

11.5 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.

11.6 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.

11.7 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

OTHER LEAVES OF ABSENCE

12.1 BEREAVEMENT LEAVE. 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.

a. 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.

b. 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.

12.2 PERSONAL DAYS. 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.

12.3 JURY DUTY. Employees who are called for jury duty shall be granted leave. The Employee shall provide a copy of the notice of service to the Library Director or his/her designee upon receipt of the summons. 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.

12.4 FAMILY AND MEDICAL LEAVE ACT (FMLA). Eligible employees covered by this Agreement shall be entitled to leave in accordance with the provisions the Federal Family and Medical Leave Act, 29 U.S.C., Section 2601, (29 CFR 825), and the Town of Middleborough FMLA Policy attached hereto and incorporated herein as Appendix E. An Employee may use his/her accrued paid leave for unpaid leave granted under this section. Should there be any conflict between the statute and the Town policy, the

statute shall prevail.

12.5 PARENTAL LEAVE. Eligible employees covered by this Agreement shall be entitled to Parental Leave in accordance with the provisions of MGL c. 149, Section 105D, and may use his/her accrued paid leave for unpaid leave granted under this section. Leave granted under this section shall run concurrent with leave granted under the Family and Medical Leave Act (FMLA).

12.6 SMALL NECESSITIES LEAVE ACT. Eligible employees covered by this agreement shall be entitled to leave in accordance with the Massachusetts Small Necessities Leave Act, MGL c. 149, Section 52D. An employee may use his/her accrued paid leave for unpaid leave granted under this section provided the reason for such leave would normally have qualified for paid leave under this Agreement. Where an employee's accrued paid leave allowances has been exhausted such leave shall be unpaid.

12.7 DOMESTIC VIOLENCE LEAVE ACT. An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) MGL c.149, Section 52E, is eligible for unpaid leave for the purposes allowed under said laws upon verification that the leave qualifies under the laws. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.

12.8 UNPAID LEAVE OF ABSENCE. Any employee employed by the Town for one (1) year may apply for a leave of absence without pay. Up to two (2) weeks leave of absence may be granted at the discretion of the Library Director, however, requests for more than two (2) weeks of unpaid leave must be approved by the Town Manager or his/her designee. If an unpaid leave of absence is granted, benefits and seniority shall not accrue during the period of absence greater than thirty (30) calendar days.

ARTICLE 13
COMPENSATION

13.1 SALARY SCHEDULE. Employees shall receive their weekly *compensation* according to *the Salary Schedule* in Appendix A. Employees will advance a step on the anniversary date of their employment in a position.

13.2 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.

13.3 SALARY INCREASE.

a. Effective and retroactive to July 1, 2024, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

b. Upon ratification of the 2024-2027 collective bargaining agreement, and no later than August 1, 2024 the Town will conduct a Salary and Compensation Survey for all positions in the bargaining unit through the Edward Collins Center for Public Management at the University of Massachusetts – Boston. Upon completion of this survey if the results will be shared with the Union, and if the survey determines that wages/hourly rates for bargaining unit positions require adjustment then the parties agree to re-open this agreement for the sole purpose of negotiating over said adjustments.

c. Effective July 1, 2025, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

d. Effective July 1, 2025, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

13.4 WORKING IN A HIGHER CLASSIFICATION. Any employee assuming a position in a higher classification 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 and at his/her current step, for each day in the higher classification and for all hours worked. 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.

ARTICLE 14

EDUCATIONAL INCENTIVE PAY/EDUCATIONAL REIMBURSEMENT

14.1 EDUCATIONAL INCENTIVE PAY (EIP). The parties agree that the EIP will be paid to an employee on an annual basis once he/she has attained the required number of credits hours towards a degree in Library Science. There shall be no requirement that the member continue to pursue additional credit hours. EIP payments shall be cumulative and will be paid in accordance with the following schedule:

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

14.2 All qualified employees will be paid their EIP during the month of January in their second calendar year of employment, and will be paid during the month of January every calendar year thereafter moving forward. If an employee reaches a new level of credits during a calendar year, the employee will receive the higher educational incentive in January of the next calendar year.

14.3 EDUCATIONAL 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.
- 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.

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

WORKING CONDITIONS

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

16.3 PART-TIME EMPLOYEE HEALTH INSURANCE. 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.

16.4 PRINTING OF CONTRACTS. The Town will print and distribute copies of the collective bargaining agreement to all current and newly hired employees.

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
PERSONNEL FILES

18.1 **PERSONNEL FILES.** The Employer will maintain only one (1) Personnel File for each employee who is a member of the bargaining unit. No documents related to any grievance or arbitration filed by or on behalf of an employee in accordance with Articles 4 of this Agreement shall become part of an employee's Personnel File. No document shall be placed in an employee's Personnel File unless he/she is first provided with a copy of the record. An employee shall have the ability to respond in writing to any document placed in their Personnel File, and such response shall remain a part of the employee's Personnel File, attached to said document, for so long as the record remains in their file. Bargaining unit members may examine her/his Personnel File after they have given a twenty-four (24) hour notice to the Town Manager or his/her designee, and shall upon written request be provided a copy of any documents contained therein.

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

SAFETY

20.1 When a situation exists at the Middleborough Public Library which potentially affects the health and/or safety of the staff, patrons, or the general public including but not limited to toxic fumes, harmful vapors or gases, or dust that may compromise air quality and cause other debilitating consequences or illness staff shall immediately notify the Library Director who will decide on whether to close the Library or to remain open. If staff are unable to make contact with the Library Director, then the Town Manager shall be notified, and he/she will decide on whether the Library will close or remain open. If staff are unable to make contact with the Town Manager, then the Library shall be closed or remain closed.

20.2 SYSTEM FAILURE. If the air conditioning/ventilation, electrical, heating, plumbing, water supply or septic systems at the Library are not functioning properly, or cannot be made to function due to a mechanical or electrical problem including the loss of power, then the notification requirements outlined in paragraph 20.1 above shall be followed.

20.3 An employee normally scheduled to work on a day when the library is closed or closes early under the provisions of this Article shall suffer no loss of pay and will be compensated for all hours worked and/or scheduled.

a. An employee normally scheduled to work on the date of closure shall not be required to work from home.

b. An employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.

ARTICLE 21
HEALTH INSURANCE/FLEXIBLE SPENDING ACCOUNT

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:

(1) The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and

(2) 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.

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

ARTICLE 22
DURATION/NEGOTIATIONS

22.1 **DURATION.** This shall be a three-year contract effective July 1, 2024 through and including June 30, 2027.

22.2 **NEGOTIATIONS.** Not later than January 15th calendar year in which this Agreement expires, the Town and the Union agree to enter into negotiations over a successor agreement. If a successor agreement is not reached before the expiration date of the existing date of the existing contract, the existing contract shall remain in effect until the successor agreement is reached. 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.

22.3 **EFFECTIVE DATE.** 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. Any matter affecting the Town budget shall be subject to approval by Town Meeting action.

22.4 **SAVINGS CLAUSE.** 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.

This AGREEMENT entered into this 24th day of June, 2024.

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		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	29.1987	29.9287	30.6769
2	30.7358	31.5042	32.2918
3	32.3540	33.1628	33.9919
4	34.0566	34.9080	35.7807
5	35.7595	36.6534	37.5698
6	37.5469	38.4855	39.4477
7	39.4242	40.4098	41.4201
8	41.3957	42.4306	43.4914
9	43.4689	44.5556	45.6695
GRADE 9	PROFESSIONAL POSITION - MLS OR EQUIVALENT		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	26.5444	27.2080	27.8882
2	27.9415	28.6400	29.3560
3	29.4129	30.1482	30.9019
4	30.9606	31.7346	32.5280
5	32.5088	33.3216	34.1546
6	34.1336	34.9870	35.8617
7	35.8404	36.7364	37.6548
8	37.6325	38.5733	39.5377
9	39.5142	40.5020	41.5146
GRADE 8	PROFESSIONAL POSITION - ENROLLED IN MLS PROGRAM (NOT CURRENTLY USED)		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	24.0924	24.6947	25.3120
2	25.2850	25.9172	26.5651
3	25.7259	26.3691	27.0283
4	27.7815	28.4761	29.1880
5	29.1059	29.8335	30.5794
6	30.5404	31.3039	32.0865
7	31.9764	32.7758	33.5952
8	33.5752	34.4146	35.2750
9	35.2540	36.1354	37.0388

**APPENDIX A
SALARY SCHEDULES**

GRADE 7	PARAPROFESSIONAL SUPERVISOR - CERTIFIED PARAPROFESSIONAL (LEVEL 3 OR LEVEL 4)		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	19.8921	20.3894	20.8992
2	20.8905	21.4128	21.9481
3	21.8407	22.3867	22.9464
4	23.1434	23.7220	24.3151
5	24.0924	24.6947	25.3120
6	25.2632	25.8948	26.5421
7	26.4332	27.0941	27.7714
8	27.7549	28.4488	29.1600
9	29.1428	29.8713	30.6181
GRADE 6	PARAPROFESSIONAL		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	18.0649	18.5165	18.9794
2	18.9918	19.4666	19.9532
3	19.8745	20.3713	20.8806
4	21.0670	21.5937	22.1336
5	21.8623	22.4089	22.9691
6	22.9445	23.5181	24.1061
7	24.0706	24.6724	25.2892
8	25.2742	25.9061	26.5537
9	26.5379	27.2013	27.8813
Custodian	CUSTODIAN		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	16.4299	16.8407	17.2617
2	17.2467	17.6779	18.1199
3	18.0649	18.5165	18.9794
4	19.1247	19.6028	20.0928
5	19.8745	20.3713	20.8806
6	20.8905	21.4128	21.9481
7	21.8407	22.3867	22.9464
8	22.9329	23.5063	24.0939
9	24.0795	24.6814	25.2985

APPENDIX B
MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY

FULL DUES RATE HALF DUES RATE QUARTER DUES RATE EIGHTH DUES RATE

APPENDIX C
SOCIAL MEDIA POLICY

TOWN OF MIDDLEBOROUGH
Social Media Policy

*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.

APPENDIX C

SOCIAL MEDIA 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.

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:

APPENDIX C
SOCIAL MEDIA POLICY

- 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 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.

APPENDIX C
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.

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.

APPENDIX C
SOCIAL MEDIA POLICY

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.

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.

APPENDIX C
SOCIAL MEDIA POLICY

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 applicable collective bargaining agreements.

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 D
INFORMATION TECHNOLOGY NETWORK/SYSTEMS RESPONSIBLE USE POLICY

Town of Middleborough
Information Technology Network/Systems Responsible Use Policy

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 D
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.

APPENDIX D
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 D
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.

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- 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 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.

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 D
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

APPENDIX E
FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

TOWN OF MIDDLEBOROUGH
FAMILY AND MEDICAL LEAVE ACT

Family and Medical Leave and Military Family Leave

The Family and Medical Leave Act (FMLA) provides eligible employees up to twelve (12) weeks of unpaid leave a year, and requires employers to continue an employee's group health benefits during the leave as if the employee continued to work. The FMLA also provides certain military family leave entitlements. Eligible employees may take FMLA leave for specified reasons related to certain military deployments of their family members. Additionally, they may take up to twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to care for a covered service member with a serious injury or illness.

Availability of Leave

An eligible employee shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one or more of the following reasons:

- 1) Because of the birth of a child of the employee and in order to care for such child.
- 2) Because of the placement of a child with the employee for adoption or foster care.
- 3) In order to care for the spouse, or a child or parent of the employee if such spouse, child or parent has a serious health condition.
- 4) Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Employees may take no more than twelve (12) weeks of leave in a twelve (12) month period. The twelve (12) month period is a rolling twelve (12) months beginning twelve (12) months prior to the proposed commencement of the requested leave.

Intermittent Leave

Intermittent or reduced schedule leave may be taken when medically necessary to care for a seriously ill family member or because of the employee's own serious health condition. Employees must make a reasonable effort to arrange their schedule or schedule treatment so as not to unduly disrupt the operations of the Town. Employees who wish to take FMLA on an intermittent basis or to stretch their leave by working on a reduced schedule need to show medical necessity and/or other need (i.e. birth of a child or adoption). All FMLA must be approved by the Human Resources Director. When employees request intermittent leave, the Human Resources Director will consider how the request for intermittent leave or reduced hours will affect their productivity of their areas of responsibility.

Spouses who both work for the Town may be limited to a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition. This limitation does not apply where the reason for the leave is the serious health condition of either spouse or the serious health condition of a child.

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FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

Military Family and Military Caregiver Leave

Covered employees may take up to twelve (12) weeks of leave in any twelve (12) month period for any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on "covered active duty";

or

Covered employees may take military caregiver leave (MCL), which includes twenty-six (26) weeks of leave in a single twelve (12) month period to care for a family member who is a covered veteran with a serious illness or injury incurred in the line of duty while on active duty.

For employees eligible for twenty-six (26) weeks of leave under this policy, the single twelve (12) month period for leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) weeks of the leave can be for reasons other than covered veteran care/MCL.

Definitions

▪ **Serious Health Condition**

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care, and in some instances outpatient care, by a medical provider. Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.

A serious health condition is also defined as one that incapacitates an individual for more than three (3) consecutive days and which requires ongoing medical treatment with a health care provider, or a chronic condition that causes occasional periods of incapacity and which requires treatment by a health care provider at least twice a year. The definition is not meant to cover short-term conditions where treatment and recovery are brief. It includes conditions that require absences on a recurring basis or for more than a few days.

▪ **Eligible Family Member**

An eligible family member includes a spouse, parent(s), and natural, adopted, step, or foster children.

▪ **Child**

Child means a biological, adoptive, or foster child, a stepchild, a legal ward, or a child of a person who has day-to-day responsibilities to care for and financially support that child. To qualify, the child must be under age eighteen (18) at the time the FMLA leave is to commence, or be age eighteen (18) or older and incapable of self-care as a result of a mental or physical disability.

▪ **Spouse**

Spouse refers to a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides. In Massachusetts, this includes same-sex marriage.

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▪ **Parent**

Parent means a biological, adoptive, step or foster parent or any other individual who had day-to-day responsibility to care for and financially support the employee when he or she was a child. The term does not include parents “in law.”

▪ **Covered Veteran**

Covered Veteran means a former member of the Armed Forces or National Guard who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and who was discharged or released from service under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

▪ **Covered Active Duty**

For members of the Regular Armed Forces, covered active duty is duty during deployment of the member with the Armed Forces to a foreign country.

For members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), covered active duty is duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation. Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

▪ **Qualifying Exigency Leave**

Up to twelve (12) weeks of FMLA Leave (in some cases less as defined by regulations, i.e., Rest and Recuperation qualifying exigency leave provides a maximum of fifteen (15) days) is available for certain exigencies arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation in a foreign country. The exigencies that may qualify for leave are: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; (8) Arranging for Parental Care; and (9) Additional activities not encompassed in the other categories, but agreed to by the employer and employee. Qualifying exigency leave is available to a family member of a military member in the Reserves, National Guard, or the regular Armed Forces. These categories of leave are further defined and limited by Federal regulations.

▪ **Covered Veteran Care Leave**

Leave to care for a family member who is a covered veteran (as defined by regulations) is limited to a one-time leave of up to twenty-six (26) weeks within a single twelve (12) month period. An eligible employee must be needed to care for a family member injured in the course of duty while on active duty with the military. The leave is available on a one-time basis for an injury or incident befalling that family member. For purposes of this leave only, the definition of family member is extended to encompass “next of kin” to the extent not already encompassed by the applicable definition of family member under the FMLA.

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Eligibility

To be eligible under FMLA, an employee must have worked for the Town at least one (1) year and for 1,250 hours during the twelve (12) months preceding the leave. Those employees who do not meet these criteria but are requesting medical leave will be reviewed on a case-by-case basis subject to the approval of the Human Resources Director.

Giving Notice of Need for FMLA

When possible, employees are required to give the Human Resources Director thirty (30) days written notice of their expected need for family leave. Employees who do not themselves have thirty (30) days notice of their need for leave are required to give the Human Resources Director as much notice as is practicable.

Employees on leave shall contact the Human Resources Director monthly in writing to report on their expected return dates.

Providing Evidence of Need for FMLA

Every employee requesting FMLA will complete all FMLA request forms and certification forms provided on the U.S. Department of Labor website. If leave is needed because of the employee's health condition or a family member's health condition, such forms must be accompanied by a doctor's certificate and re-certification as allowed by the FMLA regulations.

If FMLA is being requested because of a health need the Town may request that the employee consult a doctor or other health care provider chosen by the Town to confirm the assessment made by the original health care provider. The chosen health care provider shall not be employed by the Town. If the findings of the first and second health care provider differ, the opinion of a third health care provider, chosen and approved by the employee or Union and the Town jointly, will be considered final. Second and third opinions will be at the expense of the Town.

FMLA Qualifying Exigency Leave and Military Caregiver Leave (MCL) of Absence

The rules for determining employee eligibility for FMLA qualifying exigency leave or MCL are the same as they are for traditional FMLA leave (must have worked twelve (12) months and 1,250 hours). In addition, for the most part requests for FMLA qualifying exigency leave or MCL must comply with the same timelines and requirements as requests for traditional FMLA leave. Exceptions exist for emergencies and compliance with invitational travel orders (ITO) or invitational travel authorizations (ITA) issued by the military.

Applying for FMLA Qualifying Exigency Leave and MCL

Employees wishing to take MCL or FMLA leave due to a qualifying exigency must provide notice of the need for as soon as practicable. In some cases, this may mean providing notice in advance of the thirty (30) days required under traditional FMLA, and in others it may mean providing same day notice.

The employee must submit a written request for leave that provides sufficient information to make the employer aware of the need for FMLA leave and the anticipated timing and duration of the leave. When leave qualifies as both caregiver leave and military caregiver leave under traditional and military FMLA leave rules, the leave will be designated as military caregiver leave first.

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In some instances, employees who have disclosed FMLA qualifying conditions or events will be asked to complete the necessary paperwork whether or not they have submitted a written request.

Certification

The same timing requirements for certification apply to all requests for FMLA leave, including those for military family leave. Which certification form is required depends on the purpose of the leave that is being requested. Where available, the Employer will use forms promulgated by the U.S. Department of Labor. A military issued ITO or ITA is sufficient certification for purpose of establishing the need for MCL for the duration of the time designated in the ITO or ITA.

The Town is entitled to verify qualifying exigencies that involve meeting with a third party. For instance, the MECC verify the schedule and purpose of the meeting with the third party. In addition, the MECC may contact the Department of Defense to confirm a military member is on covered duty or has been called to covered active duty status.

With MCL certifications, the Town may request a second or third opinion of a covered veteran's serious injury or illness when the Certification is provided by a non-military-affiliated health care provider.

Intermittent Leave

Same as under traditional FMLA leave.

Return to Duty

Same as under traditional FMLA leave.

Pay During Leave

The Town provides paid sick, personal, and vacation leave to its employees, in accordance with the contracts negotiated with the various bargaining units.

Employees are required on commencing FMLA to take any sick or vacation leave that they have earned, excluding personal days.

Once paid leave is exhausted, the employee goes on unpaid leave. Sick leave will continue to accrue during FMLA, however, sick leave accumulated during FMLA cannot be used during current FMLA.

Employees will no longer accrue paid leave when they have exhausted their paid and unpaid FMLA leave.

Both paid and unpaid leave count toward the twelve (12) week limit.

Benefits During Leave

Health care benefits will be continued during FMLA. Employees on FMLA will not be charged more than other employees for health insurance premiums, but must arrange to pay their share of premiums during leave through the Town Treasurer-Collector's office.

If an employee does not return to work upon completion of FMLA, the Town reserves the right to require reimbursement for all health insurance premiums paid for the employee during FMLA.

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FMLA Runs Concurrently With Other Leave

FMLA leave covered by this policy will run concurrently with other leave for which pay is available.

Any leave to which the employee is entitled to under the Massachusetts Parental Leave Act shall run concurrently with the employee's FMLA leave.

Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested by them under this policy, are required, upon request, to provide to the Human Resources Director with the information and certifications required by this policy. The Town shall designate all such qualifying leave as FMLA leave retroactive to the date the employee started such leave, which shall run against the twelve (12) weeks allowed under this policy.

Return from Leave

Employees returning from FMLA will be restored to their former job and pay, whenever practicable. If the employee's former job is not available, the Town will make every effort to restore an employee to an equivalent position.

Employees who take leave because of personal health problems will be required to provide a fitness-to-work certificate from their health care providers attesting that they are able to perform the essential functions of the job(s) that they are assigned to upon returning from FMLA.

Employees found to be using FMLA fraudulently will be subject to termination and may be required to reimburse the Town for health insurance premiums.

The Town is not required to reinstate an employee who exhausts his or her FMLA leave entitlement and is unable to return to work.

An employee on FMLA leave is not protected from actions that would have affected him or her if the employee was not on FMLA leave.

The Town may deny reinstatement if there is a reduction in force and the employee's position or shifts would have otherwise been eliminated even if they had not been on leave.

Key employees, generally those in the top 10 percent by pay at the Town, are eligible for FMLA. The Town however reserves the right under the law to deny reinstatement to key employees if their reinstatement would cause substantial and grievous economic injury.

Employees whose job restoration is likely to be denied will be so informed, in writing, when they request leave. If judgment is that reinstatement would cause the business economic injury after leave commences; the key employee will be so informed and will be given an opportunity to return to work. Decisions will be made on a case-by-case basis and will take into account the impact of the absence of a key employee on business operations.

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Taking More Than Twelve (12) Weeks of Leave

Ordinarily, unless state law requires otherwise, employees who fail to return to work after exhausting their twelve (12) weeks of FMLA may be subject to discharge.

Employees who remain temporarily unable to perform their jobs after exhausting FMLA may request extensions of leave beyond the twelve (12) week limit. Medical certification would be required if the employee requests an extension of their leave for a health condition. Any extensions must have the written approval of the Human Resources Director.