

AGREEMENT BETWEEN THE BOYDEN
LIBRARY (TOWN OF FOXBOROUGH)

And

THE BOYDEN LIBRARY EMPLOYEES
ASSOCIATION, MLSA, MFT, AFT, AFL-CIO

TG
11/4/22



11/04/2022

TABLE OF CONTENTS

Article I: Recognition.....	3
Article II: Management Rights	3
Article III: Definitions	4
Article IV: Association Dues	5
Article V: Association Business.....	6
Article VI: No Strike Clause	7
Article VII: Discipline	7
Article VIII: Grievance Procedure.....	8
Article IX: Longevity Pay.....	9
Article X: Insurance Program.....	10
Article XI: Holidays	10
Article XII: Vacation	11
Article XIII: Sick Leave.....	12
Section A: Sick Leave Buy Back.....	12
Section B: Sick Bank	13
Article XIV: Sick Leave in addition to Workman's Compensation	14
Article XV: Military Leave	14
Article XVI: Court Leave	14
Article XVII: Parental Leave.....	15
Article XVIII: Bereavement Leave	15
Article XIX: Overtime.....	16
Article XX: Hours.....	16
Article XXI: Seniority/Lay-Off-Recall.....	17
Section A: Seniority.....	17
Section B: Lay-Off Recall.....	17
Article XXII: Job Posting & Bidding	17
Article XXIII: Probationary Period & CORI.....	17
Article XXIV: Professional Activities	18
Article XXV: Advanced Study Program	18
Article XXVI: Wage & Salary Rate Implementation.....	19
Article XXVII: Wage & Salary Scale	20

Article XXVIII: Rest Period.....20
Article XXIX: Leave of Absence.....20
Article XXX: Personal Days.....21
Article XXXI: Sunday Hours21
Article XXXII: Substance Abuse23
Article XXXIII: Family & Medical Leave Policy.....24
Article XXXIV: Boyden Library Employee Association
 Evaluation Instrument26
Article XXXV: Duration.....29
Appendix A: Salary Scale.....30



PREAMBLE

Equal Opportunity Policy

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

ARTICLE I: RECOGNITION

1. The Boyden Library (Town of Foxborough), hereinafter referred to as the Town, recognizes the Boyden Library Employee Employees Association, MLSA, MFT, AFT, AFL-CIO hereinafter referred to as the Union, as the exclusive representative of full time , permanent part time, and part time employees, including professionals but excluding pages, temporary employees, seasonal employees, confidential and managerial employees and the Library Director, for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment subject to negotiations under the General Laws of the Commonwealth of Massachusetts, Chapter 150E. The Boyden Library Trustees further agrees that if any new titles are added during the life of this contract, they shall advise the Union, together with the new title, job group and status of the position.
2. Employees will be provided a copy of their written job description, and attached herein to this agreement, before beginning employment. Job descriptions shall be accurate and specific, reflecting actual job duties, including minimum qualifications for the position, and any other relevant responsibilities.

Article II: Management Rights

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

1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Library.
2. To establish or continue policies, practices, and procedures for the conduct of the Library business and, from time to time, to change or abolish such policies, practices, or procedures.
3. To discontinue processes or operations or to discontinue their performance by employees.
4. To select and to determine the number and classifications of employees required to perform the Library's operations.
5. To employ, reassign or promote employees when it shall be in the best interest of the Library. To demote, terminate or otherwise relieve employees of duties being performed, for just cause.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of employee discipline and for the performance of work in accordance with the requirements of the Library.
7. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
8. To negotiate and execute contracts or subcontracts for operation of the Library. Preference shall be given to qualified employees on the staff. Money paid for services performed shall not be subject to retirement deduction and shall not appear on any payroll. It shall be paid by voucher.
9. The Trustees agree to notify the Union in writing of any changes proposed in the operation, policies, or procedures in advance of the implementation.

10. In the event it is necessary to suspend or reduce any service presently rendered by the Library due to lack of funds, or for any other reason, the Trustees reserve the right to reclassify all employees to meet the need of the service. Any layoff of personnel shall be done in accordance with Article 22.
11. To make available to employees' access to dental insurance benefits under conditions determined by the Town and at no cost to the Town and to discontinue doing so at any time. This shall include, without limitation, making payroll deductions from any subscribing employee.
12. Any prior agreement, whether written or past practice, shall be terminated upon the effective date of this Agreement, and shall be superseded by this Agreement.
13. The above rights, powers and authority are inherent in the Trustees and are not subject to review or determination in any grievance or arbitration procedure except where such rights, powers and authority are specifically limited by provisions of this Agreement.

Article III: Definitions

Employee: Any individual, within Article I Recognition, who is paid by the Town and is subject to the supervision and jurisdiction of the Library Trustees, except an elected official and an independent contractor.

Full Time Employee: Any individual, within Article I Recognition, who is paid by the Town, and, under the Trustees, who is employed no less than 30 hours per week, 52 weeks per year within their position and classification.

Part Time Employee: Any individual, within Article I Recognition, who is employed by the Library Trustees no more than 29 hours per week for 52 weeks per year but less than the normal week for the classification in which that person is employed.

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

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

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

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

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

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

Probationary Period: See Probationary Period Article XXIII.

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

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

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

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

Work Week: The work week is defined as the period beginning on Saturday night at midnight to the following Saturday night at midnight. This is a period of seven (7) days, of which five (5) shall be scheduled by the Director to constitute a work week. No work shall be scheduled for Holidays listed in this Agreement without prior discussion with the Union.

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

Job Title: An identifying name given to a job.

Article IV: Union Dues

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

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

The Town agrees that upon appropriate written authorization executed by such employee, it will deduct the Association dues per pay period for the employee and will remit monthly the aggregate amount of such deductions to the Association.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

TO: Town of Foxborough, Treasurer

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

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

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

Employee's Signature

Employee's Address

Article V: Association Business

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

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

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

Upon request, in advance and approval by the Trustees, time off without pay may be granted to an official of the Union to attend meetings or informational seminars relating to that person's duties for the union. One official may be allowed by the Trustees to attend one annual meeting of the Union without loss of pay for one (1) day.

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

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

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

Article VI: No Strike Clause

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

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

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

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

Article VII: Discipline

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

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

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

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

Article VIII: Grievance Procedure

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

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

The grievance procedure shall be as follows:

Step 1. Any employee covered by this Agreement submitting a grievance shall do so in writing and signed by the

Union Steward to the Director not later than seven (7) calendar days after the date of first knowledge of the occurrence on which the grievance is based. *The Director will investigate the grievance and provide the grievant with a reply in writing no later than seven (7) calendar days after the receipt of the grievance.

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

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

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

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

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

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

The arbitrator shall not be subject to a deadline.

A decision in any grievance shall not constitute a precedent.

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

1. The Union, in conjunction with the employee, is the only party that may submit the grievance to binding arbitration.
2. Any step or steps in the procedure, as well as time frames, may be waived only by written mutual agreement of the parties.
3. The Union Steward, or representative if the Steward is absent, shall be notified by the Trustees of any grievance filed by said employee and shall be given the opportunity to be present at the grievance hearings.

Article IX: Longevity Pay

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

After Completion of:			
5 Years	\$350	18 Years	\$850
6 Years	\$375	19 Years	\$1050
7 Years	\$425	20 Years	\$1050
8 Years	\$450	21 Years	\$1050
9 Years	\$500	22 Years	\$1050
10 Years	\$550	23 Years	\$1050
11 Years	\$600	24 Years	\$1250
12 Years	\$650	25 Years	\$1250
13 Years	\$700	26 Years	\$1250
14 Years	\$750	27 Years	\$1250
15 Years	\$850	28 Years	\$1250
16 Years	\$850	29 Years	\$1250
17 Years	\$850	30 Years	\$1250

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

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

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

For permanent part-time employee's longevity pay will be pro-rated based on hours worked. Part-time employee's longevity pay will be prorated based on hours worked.

Part-time employee's longevity pay will be prorated based on hour worked.

Article X: Insurance Program

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

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

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

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

Flexible Spending Account

Article XI: Holidays

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

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

Each permanent part-time employee shall be entitled to the same holidays on pro rata basis. Part-time employees shall be entitled to the same holidays on pro-rata basis if the holiday falls on a day said part time employees are regularly scheduled to work.

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

When June 19th (Juneteenth) falls on a Saturday, the holiday will be recognized on Friday; and when June 19th fall on a Sunday, the holiday will be recognized on Monday.

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

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

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

The Trustees agree to follow past practice in setting hours for Christmas Eve Day if the Library is scheduled to be open that day. The Library will be open from 10 a.m. to 1 p.m. Staff regularly scheduled to work that day shall work one half of their regularly scheduled hours, but shall be paid as though they worked all of their regularly scheduled hours. A staff member regularly scheduled to work that day – and therefore entitled to the half day benefit - but who is out sick or on vacation shall only have their sick and/or vacation time charged for the number of hours that they would have actually worked.

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

Article XII: Vacation

Permanent full-time employees and part-time employees shall be granted the following paid vacation. Vacation Leave shall be granted based on the completed years of service as follows:

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

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

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

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

Request for vacation must be made to and approved by the Director, subject to the provisions of this Agreement. Vacation request will not be unreasonably refused, but the Director will consider staffing levels prior to granting any request. It shall be reasonable for the Director to deny the use of more than two weeks of vacation at a time.

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

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

Vacation shall be pro-rated for part-time employees, who are benefit eligible.

Article XIII: Sick Leave

Sick leave shall be granted at 1.75 days per month for each month of employment and shall be accumulative to a maximum of 264 working days.

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

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

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

Permanent part-time employees working twenty (20) hours a week, or more are entitled to prorated sick leave. Part-time employees as defined herein shall be entitled to pro rata sick days at an accrual rate of .5 days per month with a maximum accrual of no more than 30 working days.

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

Sick Leave Buy Back

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

10 years - 15%
15 years - 20%
20 years - 25%

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

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

Employees hired after July 1, 2022 shall not be eligible for Sick-Leave buy back.

Sick Leave Bank

Employees who exhaust their sick leave allotment may apply for sick leave from the Sick Leave Bank. The Sick Leave Bank shall be established as follows:

- a. In order to participate in the Sick Leave Bank and become a member of the Bank, each benefit eligible employee shall contribute on July 1, 2016, and each July 1 thereafter two (2) days from his or her sick leave accumulation to the sick bank in order to fund the bank. Employees who fail to contribute sick days on July 1, 2016, or who fail to make required contributions in any subsequent fiscal year shall thereafter cease to be members of the Bank and shall be ineligible to participate in the Sick Leave Bank. Notwithstanding the foregoing, in the event that a member of the bank has been compelled, due to documented illness or injury, to utilize all of his/her sick days in the previous fiscal year, said member may apply to the Sick Leave Board for a waiver of the contribution requirement for that fiscal year, in order to maintain membership in the Bank.
- b. Employees are not eligible to participate until their probationary period has expired.
- c. Sick days donated to the bank will not be counted as sick time usage for any purpose, except said days will be deducted from the contributing member's sick leave balance.
- d. As soon as practicable following July 1 of each year, the Director, or his/her designee, shall transmit the list of employees making contributions and amount of the contributions to the Union and the Town Manager or designee.
- e. All unused days in the Sick Leave Bank shall carry over to the next year. In the event that the bank reaches 264

days, members shall cease contributing annual sick days to the bank until such time as the number of days in the bank falls below 264. In the fiscal year in which members' donations will cause the bank to reach or exceed 264 days, the number of days to be contributed by each member shall be reduced, if necessary, so that the bank does not exceed 264 days by any more days than necessary.

f. If the Sick Leave Bank is exhausted during a fiscal year, it shall be renewed by each member's contributing one (1) additional sick day at a time.

g. A sick leave bank board ("Board") shall be established consisting of five (5) members: three (3) members in the bargaining unit designated by the Union, and two (2) members designated by the Town—one (1) being the Director and the other to be selected by the Town Manager. In the event that the member applying to the Sick Leave Bank is a member of the Board, an alternate shall be designated by the Union. A majority vote of the members of this board shall be necessary in order to grant sick leave under this article.

h. Any member of the Sick Leave Bank seeking sick days from the sick bank must petition the Sick Leave Bank Board in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the prognosis and expected length of injury/illness. This medical information shall be considered confidential and shall not be released to any party except on a need to know basis or with written authorization from the applicant.

i. Subject to the provisions in this Article, the Board shall determine eligibility and amount of leave granted based only on adequate medical evidence, including diagnosis and prognosis of serious and/or prolonged illness or injury and expected date of return and the member's attendance and employment records.

j. Upon application to the Sick Leave Bank, the Board shall hold a hearing within seven (7) days and issue its decision in writing within seven (7) days of the hearing. The applicant shall be notified of the hearing and given the opportunity to appear before the Board at such hearing.

k. Any initial grant of sick leave by the Board shall not exceed twenty (20) sick days. If need continues, re-application to the Board may be made for two (2) extensions, up to a maximum of twenty (20) sick days for each such extension. Notwithstanding the foregoing, the Sick Leave Board agrees to give due consideration to any unusual or unique circumstance and for hardship resulting from prolonged illness or accident.

The granting of sick time from said bank will not be arbitrary or capricious. Decisions by the Sick Leave Board shall not be subject to grievance and arbitration procedures.

Article XIV: Sick Leave in Addition to Workman's Compensation

An employee covered by this contract who is incapacitated by reason of an injury sustained in the course of and arising out of the employment by the Town of Foxborough may receive compensation for the difference between the normal work week's compensation and the weekly indemnity of the Worker's Comp Act by electing to use sick days. Sick days used will not be counted as sick time usage for any purpose, except said days will be deducted from the contributing member's sick leave balance. All medical bills incurred from a health care provider that accepts worker's compensation, which is not paid in full by worker's compensation, shall be paid in full by the Town. Return to work shall be based on written opinion of a physician and approval from the Town's occupational health provider.

Article XV: Military Leave

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

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

Article XVI: Court Leave

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

Article XVII: Parental Leave

Maternity/paternity leave shall be granted to every permanent full-time or permanent part-time employee who has been employed for at least three (3) consecutive months. This unpaid leave of absence may be allowed up to twelve (12) weeks with a guarantee of return to work. At the expiration of the leave, the employee will be restored to her/his previous position, or a position of the same status, pay, and length of service credits as at the time of her/his leaving. This section also applies to employees who adopt a child.

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

Every bargaining unit employee who has completed an initial probationary period of ninety (90) days will be entitled to an eight (8) week leave of absence for the purpose of parental leave, provided he/she gives at least two (2) weeks' notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Upon return from an eight (8) week leave of absence, the employee will be restored to his/her previous position. An employee eligible for parental leave under MGL Chapter 149 Section 105D may use up to seven (7) accumulated sick days under section XIII of this agreement. In the case of extenuating medical circumstances of the newborn child and/or the birthing parents, the non-birth parent may request an additional two (2) weeks of accumulated sick leave subject to the approval of the Town Manager. Such requests may not be reasonably denied. FMLA leave shall run concurrent with the Parental leave.

Article XVIII: Bereavement Leave

When a death occurs in an employee's immediate family, all employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. If travel to another state is required, up to an additional two (2) days off with pay may be granted by the Director.

Immediate Family Defined for Bereavement Leave: Immediate family members are defined as an employee's parent, grandparent, child, grandchild, spouse, domestic partner, step-parents, step-children, brother in-law, sister in-law, son in-law, and daughter in-law, brother, sister, father in-law or mother in-law, a member of the immediate household or spouse's immediate family or in those cases where the employee is the sole surviving next of kin.

Non-family Member Funeral Leave: All employees may take up to one (1) day off with pay to attend the funeral of a close, non-family member.

Article XIX: Overtime

Overtime shall be at the discretion of the Library Director, taking into consideration the needs of the service. Overtime shall be distributed on an equitable basis.

Overtime Rates

Library Staff: Straight pay at hourly rate for each tour of duty up to 8 hours in each tour of duty. Time and one half pay for hours worked over 8 in any one tour or over 40 in any one week.

Article XX: Hours

The Senior Professional Librarian shall be responsible for the scheduling of staff in their respective areas for all days and hours the library is open. The schedule is subject to final approval by the Library Director.

Hours of work shall be:

Library Staff	35 hour work week
Clerical Staff	7 hour day, 35 hour work week

Evening hours worked between 5 p.m. – 8 p.m. will be compensated with the \$2.00 per hour differential to employees regular straight time pay.

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

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

The Library Trustees, through the Library Director, will make all decisions regarding the closing of the Library because of extreme weather or other emergency conditions. In such conditions, the Library may be closed for the entire day, may schedule a delayed opening, or may close early. The decision to close the Library will be based upon factors which could include imposed travel bans, state of emergency, the closing of other Town buildings and will be made with the utmost concern for the safety of employees.

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

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

Article XXI: Seniority/Layoff-Recall

Seniority

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

It shall not be interrupted by any paid leaves and,

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

Lay-Off Recall

The Town will initially determine which positions will be laid off, if necessary, in each of the following classifications:

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

Employees whose positions have been designated for layoff may exercise bumping rights by bumping the least senior

employee within the same category (professional positions, full time, nonprofessional full time, part-time). Employees may then bump the least senior person in the next lower classification. When the employer determines that there is a need for reduction of force, the Union shall be notified in writing and bargaining shall commence immediately upon request of the Union. Employees to be laid off shall be entitled to not less than two (2) weeks' notice of layoff.

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

Article XXII: Job Posting & Bidding

Whenever a vacancy occurs within a bargaining unit position, a notice of vacancy shall be posted within the bargaining unit for a period of ten (10) working days. A notice of vacancy shall include access to the job description, and all necessary qualifications for said position. After ten (10) days, the employer may then post the vacancy outside the bargaining unit. An employee seeking to be considered for said vacancy shall submit a regular application in accordance with the procedures and within the time limits prescribed in said notice.

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

Article XXIII: Probationary Period & CORI

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

Promoted Employee – A current employee who is promoted to a new position will be subject to a probationary period of up to six months of continuous active service – not including time off – in the position. The employee may be removed from the new position and returned to the employee's old position and pay rate at any time during the probationary period ("remove and return"). The Town will not be arbitrary or capricious in deciding to remove and return an employee during the probationary period.

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

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

Article XXIV: Professional Activities

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

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

Article XXV: Advanced Study Program

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

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

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

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

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

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

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

All tuition assistance approvals are subject to budget availability.

Employees with a minimum of 6 months service at the Boyden Library, with an associate or bachelor degree, that is not a requirement of the position, and is from an accredited college or university, and diploma submitted to Human Resources, will be eligible for an annual stipend, as listed below. Limit of one stipend per employee is payable in the first full pay period after July 1st of each year. Employees with multiple degrees are eligible for the higher stipend.

Associates Degree	\$250 per year
Bachelor’s Degree	\$500 per year

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

Article XXVI: Wage & Salary Rate Implementation

Effective July 1, 2018, all employees shall be migrated to a new 12-step salary scale. Employees shall be placed on the step equal to or above their hourly rate of pay as of July 1, 2018. In addition, all employees shall receive a \$500 one-time payment in addition to the hourly increase.

Effective July 1, 2019, all hourly wages in the scale shall be adjusted by 2%.
Effective July 1, 2020, all hourly wage in the scale shall be adjusted by 2%.
Effective July 1, 2021, all hourly wages in the scale shall be adjusted by 2%

Effective July 1, 2020, step advancements will be subject to the terms and conditions of the Employee Evaluation System as outlined in this agreement.

Recruitment Rate:

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

Article XXVII: Wage & Salary Scale

See Appendix A.

Effective March 15, 2014, Employees are paid on a bi-weekly basis.

Article XXVIII: Rest Period

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

Article XXIX: Leave of Absence

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

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

No leave shall be in excess of four months.

Article XXX: Personal Days

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

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

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

Personal leave requests will only be denied to meet staffing needs.

Employees are allowed to request personal time in 15-minute increments.

Personal days can be taken in conjunction with vacation days.

Article XXXI: Sunday Hours

The Town of Foxborough and the Boyden Library Employees Association, MLSA, MFT, AFT, AFL-CIO ("Library Association") hereby agree to the following with respect to Sunday hours at the Boyden Library. Sunday hours worked outside the normal Sunday hours of operation shall be compensated at a rate of 2 times the member's hourly rate of pay. Such extra duty shall be distributed on an equitable basis.

1. This Agreement will become incorporated into the parties' collective bargaining agreement on the date that it is executed by all parties.

2. Sunday hours at the Boyden Library will be 1:00 p.m. to 5:00 p.m. (with staff reporting at 12:45 p.m.). There will be no Sunday hours on Easter Sunday. The Town reserves the right to exclude any other Sunday(s) or to suspend Sunday hours. The Town agrees that Sunday hours will not begin before October 1st and end not later than April 30th. Sunday hours shall be compensated at a rate of two (2) times the member's regular hourly rate of pay. Such extra duty shall be distributed on an equitable basis.

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

a. One Senior Professional Librarian or Librarian Level II (hereinafter known as "Senior Librarian") shall be scheduled to work each Sunday in which the Library is open. Each Senior Librarian will be scheduled to work no more than one (1) Sunday per calendar month but may work more than one (1) as a result of schedule swapping. The Senior Librarians shall have the opportunity to work with each other to fill the Sunday Hour open positions, but the Library Director shall have the ultimate discretion to fill Sunday hours to meet staffing needs as her or she sees fit and shall complete the final schedule two (2) weeks prior to the scheduled Sunday hours. The Library Director retains the right to schedule Sundays for any unforeseen staffing emergency.

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

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

b. Up to (4) general staff positions each Sunday.

Up to four (4) general staff positions will be filled with a combination of regular staff members and substitute employees. Bargaining unit members filling the general staff positions will be scheduled to work no more than one (1) Sunday per calendar month but may work more than one (1) as a result of schedule swapping. Bargaining unit members filling general staff positions shall have the opportunity to work with each other to fill the Sunday Hour open positions, but the Library Director shall have the ultimate discretion to fill Sunday hours to meet staffing needs as he or she sees fit and shall complete the final schedule two (2) weeks prior to the scheduled Sunday hours. The Library Director retains the right to schedule Sundays for any unforeseen staffing emergency.

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

Notwithstanding any provisions of the parties' collective bargaining agreement, the Library Director has complete discretion to use any substitute employee(s), whether currently employed or employed in the future, for staffing Sunday hours. The only restriction on using substitute employees on Sunday will be that a substitute employee will not be used on a unit member's assigned Sunday unless the regular staff member is unable/unavailable for any reason to work the assigned Sunday.

With a week's advance notice to the Library Director, unit members can arrange for another unit member to voluntarily work the unit member's assigned Sunday. With advance notice to and approval of the Library Director, unit members can arrange for a substitute employee to work the unit member's assigned Sunday. However, voluntarily working another unit member's assigned Sunday shall not satisfy the unit member's obligation to work the unit member's assigned Sunday.

Unit members will be compensated at double time the member's regular hourly rate for all hours worked on Sunday. In the alternative, with advance notice and approval of the Library Director, they can receive and use compensatory time in lieu of pay (at the rate of 7 hours of compensatory time for working a complete 12:45 to 5p.m. Sunday hours shift).

The Library Director shall not unreasonably deny a request to use the compensatory time, but the Director may consider staffing levels in making the decision. If the compensatory time is not used by the August 31 following the immediately preceding Sunday hours months in which it is accrued, it will be lost. (For example, compensatory time accrued from September 2000 to June 30, 2001, must be used by August 31, 2001 or be lost).

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

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

Article XXXII: Substance Abuse

A. Treatment And Assistance

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

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

B. Substances Addressed

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

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

C. Prohibited Activities

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

1. The consumption of alcohol on any of the Town's office or work premises, including without limitation parking lots, whether or not the consumption takes place during regular business hours. This does not apply to appropriate use at Town-sponsored functions, events, or meals.
2. Possession on Town office or work premises of any alcohol container that is not in its original manufacturer's container with unbroken seals (except for Town-sponsored events as noted above).
3. The possession, use, sale, purchase, transfer, transportation, or distribution of controlled/illegal substances in the Town's office or on work premises or while engaged in Town business away from the Town's office or work premises.
4. Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or immediately prior to reporting for duty to the extent that they tend to interfere with an employee's job performance, cause the employee to be a potential safety risk to himself or herself, the public, or the employee's co-workers or unnecessarily risks damage to Town property.

D. Disciplinary Action and Possible Consequences:

Employees are subject to disciplinary action, which may include termination, if they engage in any of the prohibited activities described above.

Article XXXII: Family & Medical Leave Policy

A. Purpose.

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

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

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

B. Use Paid Leave First.

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

C. Eligibility.

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

D. Conditions.

1. Twelve Weeks. Employees may take no more than twelve weeks of leave in a twelve-month period. The twelve-month period is a rolling twelve months beginning twelve months prior to the proposed commencement of requested leave. If both spouses are employed by the Town, they are together entitled to a total of twelve weeks of leave for the birth or placement of a child, or care of a sick parent.
2. Notice. Employees wishing to take FMLA Leave must give 30 days' notice of foreseeable events. If the event giving rise to the need for leave is not foreseeable, then the employee must give such notice as is practicable under the circumstances. Employees must schedule planned medical treatments with due regard for the Town's operational needs.

E. Certification.

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

F. Reduced Schedule Leave.

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

G. Benefits.

1. Health Coverage. Employees on leave are entitled to the continuance of group health coverage under the same conditions they received coverage prior to the leave. Employees who contribute to their health insurance premiums via payroll deduction must arrange to pay the premium contributions during the period of unpaid absence if they wish to retain coverage. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.
2. Other Benefits. Benefits based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence. Employees do not accrue sick, vacation or personal time while on leave in excess of 30 days.

H. Sick Leave, Workers Compensation Leave, Injured Leave, or Other Absences.

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

I. Return to Work.

Employees returning from FMLA Leave in accordance with this policy will be restored to their original positions, or to equivalent positions with equivalent pay and benefits. Employees should contact the Library Director at least two weeks before their return date to make arrangements. The Town may require returning employees to obtain and produce medical certification that they are able perform all of the essential functions of the job, prior to the employee's return to work.

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

Article XXXIV: Boyden Library Employee Association Evaluation Instrument

Evaluation Process

The purpose of the Library Employee Evaluation is to help individuals improve their performance and professional development, judge work effectiveness with objectivity, and produce documentation for personnel appraisal.

- A. All monitoring or observation of the work performance of a Library Employee will be conducted openly and with full knowledge of the Library Employee. Employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such reports with their supervisors. Evaluations will be conducted using the following model: The Library Director shall be responsible for evaluating all Senior and Professional Librarians and Senior Librarians shall evaluate all Library Assistants.
- B. The evaluation instruments will be processed through an online electronic format established by the Town.
- C. All annual evaluations shall be approved and signed off by the Director.
- D. The Town shall ensure that all Evaluators receive training at no cost to the employee
- E. Evaluations shall consist of a Self-Evaluation and an Annual Evaluation. If necessary, it may include an Employee Development Plan, and an Employee Improvement Plan.
- F. Evaluation ratings will be based on a rating scale of 1 – 5 on each Evaluation Criteria as follows;
 - 1 = Unsatisfactory
 - 2 = Needs Improvement
 - 3 = Satisfactory
 - 4 = Proficient
 - 5 = Exemplary
- G. Effective July 1, 2019, advancements on the step scale shall be contingent on an employee receiving an overall rating of an average of 3 or above in the annual evaluation. Any step increments shall occur July 1 for each year thereafter.
- H. The evaluation process will be subject to the Grievance Procedures as outlined by the Collective Bargaining Agreement.
- I. Changes in evaluation criteria / process are subject to collective bargaining.
- J. The parties agree to convene no later than January 1, 2020 to evaluate this provision of the agreement for purposes of identifying necessary adjustments. The parties shall have overall authority to make necessary changes by mutual agreement without ratification.

Self-Evaluation (Appendix B)

- K. All employees shall be required to complete a Self-Evaluation no later than April 15th which may be used to guide the annual evaluation. The Employee and their Evaluator may meet to discuss the self-evaluation at the discretion of either party. The Self-Evaluation shall not be a part of the Employee's personnel file.

Annual Evaluation (Appendix B)

- L. An Annual Evaluation will be prepared by the Employee's Supervisor on or before May 15th of each year. The Evaluator shall meet with the Employee to review the evaluation. Annual Evaluations shall be a part of the employee's personnel file.
- M. Employees are encouraged to submit a professional response to the annual evaluation which shall become a permanent part of the evaluation document kept in the employee's personnel file. Any feedback must be provided, in writing, within 10 business days of signing the evaluation.
- N. The Employee Evaluation shall not preclude the Director and/or Supervisor from discussing and/or documenting performance concerns with individual employees throughout the course of the year.
- O. In the event that an employee disagrees with the evaluator's ratings, the employee may request a meeting no later than June 1st with the Evaluator and/or the Evaluator's supervisor. In the event of a meeting, the employee shall, at their request, be entitled to Union representation.
- P. The employee's signature on the evaluation form indicates that the employee has read the evaluation. It does not necessarily mean that the employee agrees with the evaluation.

Employee Development Plan (Appendix D)

- Q. An Employee Development Plan (EDP) is intended for those employees who have received an overall average rating below 3 in the Annual Evaluation.
- R. The EDP shall be no longer than 90-days but not less than 30-days.
- S. The Evaluator and Employee shall meet mutually to identify the standards requiring significant improvement, identify opportunities for training and/or Professional Development to support the Employee's growth, and to develop an action plan to address the areas needing improvement.
- T. The Employee shall be evaluated at the end of the EDP.
- U. If at the end of the EDP, the Employee receives an average rating of 3 or above, he/she shall be granted their step increase. If the Employee receives an overall average rating of 2 or below, they shall be placed on an Employee Improvement Plan.

If at the conclusion of the EDP, the Employee receives an overall average rating above 2 and below 3, the EDP shall be extended for an additional 30-days at which time they will be re-evaluated. If the average overall rating is 3 or above, they employee shall be granted their step raise from the completion of the EDP. If the average overall rating is above 2 and below 3, the Employee shall remain on the EDP until the next evaluation cycle with no step increase. If the average overall rating is 2 or below, the Employee shall then be placed on an Employee Improvement Plan.

Employee Improvement Plan (Appendix E)

- V. The purpose of an Employee Improvement Plan is to provide an opportunity for an employee who has received an overall average rating of 2 or below at the conclusion of the EDP to improve their professional performance.
- W. Within seven business days of the conclusion of the Employee Development Plan, the evaluator and employee shall meet to mutually develop an Improvement Plan specifically addressing the areas of concern in the annual evaluation as well as identifying any additional support the employer may provide.
- X. The Employee Improvement Plan shall be 45-days and may be extended at the discretion of the employer.
- Y. Throughout the Employee Improvement Plan process, there shall be a minimum of 3 meetings with the employee and the evaluator in 15-day increments to assess the progress and outcome of the Employee Improvement Plan.

Z. If at the conclusion of the Employee Improvement Plan, the employee has improved to a rating of 3 or above, they shall advance a step on the first payroll cycle following the end-cycle meeting for the remainder of the fiscal year. The advancement of a step increment as a result of a successful Employee Improvement Plan shall have no effect on future step increases in the subsequent fiscal years.

If at the conclusion of the Employee Improvement Plan, the employee receives an overall average rating of 2 or below, it may result in disciplinary action up to and including dismissal.

Any meetings that take place under the Employee Improvement Plan shall be open to representation by both the Union and the employer including but not limited to the Director and/or their designee.

Article XXXV: Duration

Duration of the Agreement except as otherwise specifically provided, shall be from July 1, 2022 and shall continue in full force and effect until June 30, 2025, and shall be automatically renewed from year to year thereafter unless either party serves upon the other written notice of its desire to modify or terminate the Agreement. If such notice is served, negotiations shall commence between the parties on an agreed date.

Town of Foxborough

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

and his
Stephanie Mestlauer
Dennis D. Keefe
Just
Keefe

Timothy C. Golden
Traci Lorenz

McJohn
11/04/2022

ML

APPENDIX A: SALARY SCALE

Job Title	Fiscal Year	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	15 year Step
Library Assistant	7/01/22 - 6/30-23	Hourly	\$18.79	\$19.55	\$19.93	\$20.33	\$20.74	\$21.15	\$21.58	\$22.01	\$22.45	\$22.90	\$23.36	\$23.82	\$24.30
	7/01/23 - 6/30-24	Hourly	\$19.17	\$19.94	\$20.33	\$20.74	\$21.15	\$21.57	\$22.01	\$22.45	\$22.89	\$23.36	\$23.82	\$24.30	\$24.78
	7/01/24 - 6/30-25	Hourly	\$19.55	\$20.34	\$20.73	\$21.15	\$21.57	\$22.01	\$22.45	\$22.90	\$23.35	\$23.83	\$24.30	\$24.78	\$25.28
Senior Library Assistant	7/01/22 - 6/30-23	Hourly	\$21.49	\$22.35	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68	\$25.17	\$25.68	\$26.19	\$26.71	\$27.25	\$27.79
	7/01/23 - 6/30-24	Hourly	\$21.92	\$22.80	\$23.26	\$23.72	\$24.20	\$24.68	\$25.17	\$25.68	\$26.19	\$26.71	\$27.25	\$27.79	\$28.35
	7/01/24 - 6/30-25		\$22.36	\$23.26	\$23.72	\$24.20	\$24.68	\$25.17	\$25.68	\$26.19	\$26.71	\$27.25	\$27.79	\$28.35	\$28.92
Library Level II	7/01/22 - 6/30-23	Hourly	\$32.25	\$33.54	\$34.21	\$34.89	\$35.59	\$36.30	\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	\$40.88	\$41.70
	7/01/23 - 6/30-24	Hourly	\$32.89	\$34.21	\$34.89	\$35.59	\$36.30	\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	\$40.88	\$41.70	\$42.54
	7/01/24 - 6/30-25	Hourly	\$33.55	\$34.89	\$35.59	\$36.30	\$37.03	\$37.77	\$38.53	\$39.30	\$40.08	\$40.88	\$41.70	\$42.54	\$43.39
Senior Professional Librarian	7/01/22 - 6/30-23	Hourly	\$34.52	\$35.89	\$36.62	\$37.34	\$38.10	\$38.85	\$39.63	\$40.43	\$41.24	\$42.06	\$42.90	\$43.76	\$44.64
	7/01/23 - 6/30-24	Hourly	\$35.21	\$36.61	\$37.35	\$38.09	\$38.86	\$39.63	\$40.42	\$41.24	\$42.06	\$42.91	\$43.76	\$44.64	\$45.53
	7/01/24 - 6/30-25	Hourly	\$35.91	\$37.34	\$38.10	\$38.85	\$39.64	\$40.42	\$41.23	\$42.06	\$42.90	\$43.76	\$44.64	\$45.53	\$46.44

Effective July 1, 2022, Pay Chart shall be modified to add a new fifteen (15) year step increase of 2% of members who are at the top step of their pay grade and have fifteen years career service with Foxborough's Boyden Library.

TB
11/4/22

MC [Signature]
11/04/2022