

**AGREEMENT BETWEEN TOWN OF FOXBOROUGH  
AND  
UNITED STEELWORKERS, AFL-CIO, CLC  
(UNIT B/NONSUPERVISORS)  
PREAMBLE**

This Agreement shall be in effect from July 1, 2022- June 30, 2025, and it shall continue from year to year thereafter unless either party gives notice that it wants to terminate or renegotiate the Agreement sixty calendar days prior to June 30, 2025. This Agreement is entered into on this March 30, 2022 by the Town of Foxboro, Norfolk County, Massachusetts, hereinafter referred to as the "Town", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC, on behalf of its local Union:

Foxborough Steelworkers Unit B Non-Supervisors, (hereinafter "Union" or "Unit B").

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

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

*mc John*  
*7/1/2022* *cm*  
*dv*

## TABLE OF CONTENTS

Article I: Recognition (Unit B).....	3
Article II: Management Rights .....	3
Article III: Probationary Period .....	5
Article IV: Grievance and Arbitration Procedure .....	5
Article V: Vacation .....	7
Article VI: Personal Leave .....	8
Article VII: Holidays.....	9
Article VIII: Longevity .....	10
Article IX: Sick Leave .....	11
Section A: Sick Leave Accrual and Use of Sick Leave.....	11
Section B: Sick Leave Buy Back.....	11
Section C: Sick Bank.....	12
Article X: Statutory Family, Medical, Parental and Small Necessities Leave.....	13
Article XI: Light/Modified Duty .....	14
Article XII: Substance Abuse Policy .....	14
Article XIII: Bereavement .....	16
Article XIV: Jury Duty.....	16
Article XV: Military Leave .....	17
Article XVI: Miscellaneous .....	17
Article XVII: Compensation .....	19
Article XVIII: Dues Deduction/Agency Fee .....	20
Article XIX: No Strike.....	21
Article XX: Reeducation in Force.....	22
Article XXI: Health Insurance .....	22
Article XXII: Social Media Policy.....	23
Article XXIII: Standards of Conduct/Civility Policy .....	23
Article XXIV: Electronic Communications & Computer Use Policy.....	23
Article XXV: Union Activity .....	23
Article XXVI: Filling of Vacancies .....	24
Article XXVII: Stability of Agreement .....	24
Article XXVIII: Savings Clause .....	25

Article XXIX: Health and Safety ..... 25  
Article XXX: Seniority..... 25  
Article XXXI: Change in Classification ..... 26  
Article XXXII: Definition of Employee..... 26  
Article XXIII: Duration ..... 28  
Appendix A: Pay Plan Unit B FY23 to FY25 ..... 29  
Appendix B: Social Media Policy ..... 35  
Appendix C: Standard of Conduct/Civility Policy..... 39  
Appendix D: Electronic Communications & Computer Use Policy..... 41  
Appendix E: Holiday Dates..... 45



## **ARTICLE I: RECOGNITION (UNIT B)**

The Town of Foxborough recognizes the Steelworkers Unit B/Non-Supervisors (hereinafter "Union" or "Unit the "Union") as the exclusive representative for the purposes of collective bargaining relative to wages, hours, benefits and other conditions of employment for all non-supervisory employees of the Town of Foxborough including Accounts Coordinator Water/Sewer, Accounts Payable Coordinator, Administrative Assistants (Veterans, Town Clerk, Finance/Assessors), Animal Control Officer, Assistant Assessor, Assistant Health Agent/Sanitarian, Health Inspector, Assistant Town Clerk, Assistant Treasurer/Collector, Building Custodian, Collections Coordinator, Community Case Worker, Community Social Worker, Department Administrators (Building Inspections, COA/Human Services, DPW, Fire, Library, Public Safety, Public Health, Water/Sewer), DPW Coordinator, Driver, Electrical Inspector, GIS Analyst, Land Use Administrator, Local Building Inspector, Office Coordinators(COA/Human Services, Fire) Payroll/Benefits Administrator, Purchasing Administrator, Plumbing/Gas Inspector, Program Coordinator- COA/Human Services, Recreation Coordinator, Staff Planner, Systems Specialist, Van Driver, Procurement Administrator but excluding all other employees of the Town of Foxborough, including those in established bargaining units as well as all managerial, confidential and casual employees.

## **ARTICLE II: MANAGEMENT RIGHTS**

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

1. To hire employees, including determining initial salary;
2. To assign, reassign, transfer and promote employees;
3. To determine the hours of work and work schedules, shift schedules, group assignments and the number and selection of employees to be assigned; Specifically including , but not limited to, increasing the hours of operation of the Town Hall, Public Works, and COA buildings for the benefit of the public to 40 hours per week.
4. To manage and direct employees, including enforcing existing rules, regulations, policies and procedures, amending or supplementing them;
5. To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
6. To add to or eliminate Departments, to select and determine the number and types of positions and employees required to perform the town's operations including reducing the number and types of positions and employees;
7. To determine the mission, budget, and policy of any Department;
8. To determine the numbers, types, grades/ranks of positions or employees assigned to the Department, work project or shift or to any location, vehicle, building, station, facility or task. However, if the Town decides to change an assignment to a location, building, station or facility located in a Town other than a directly abutting Town, the Town agrees to give the Union an opportunity to bargain over the impact of that decision;
9. To assign or transfer work performed by members of the bargaining unit outside of the

- bargaining unit, including to subcontract any work to an outside contractor as long as such contracting would not result in the direct layoff of a current bargaining unit employee or a reduction in the regular work week of a current bargaining unit employee. If the transfer of work would result in the Town not filling a vacancy in the bargaining unit, the Town agrees to give the Union an opportunity to bargain over the impact of the decision;
10. To determine job duties, descriptions, qualifications and classifications, including but not limited to combined operations for more than one Department;
  11. To determine when an employee is unable to perform full job duties and assign limited job duties to that employee;
  12. To determine when overtime is necessary, who is qualified to perform it, to require that overtime be performed and to assign it;
  13. To determine the equipment to be used and the uniforms to be worn in the performance of duties;
  14. To evaluate the work performance of employees on an annual basis under a written evaluation procedure developed by the Town and to use that evaluation as a basis to determine whether an employee will receive pay increases, except for a pay increase under this Agreement that is not expressly subject to a performance evaluation. While it is recognized that the Town has the right to evaluate the performance of employees on an annual basis, it is agreed on this date that the parties have impact bargained for new evaluation instruments as presented, and further may be updated and modified with mutual agreement of the parties.
  15. To determine the classification of positions, including where a new position shall be placed and whether an existing position should be reclassified;
  16. To determine where an employee should be placed on the salary schedule/step in the classification for the employee's position;
  17. To renew, or decide not to renew, the appointments of any bargaining unit employees subject to a statutory appointment;
  18. To approve the scheduling of all time off, including without limitation vacation time, personal leave, compensatory time, lunch periods and break periods;
  19. To take whatever actions may be necessary to carry out the responsibilities of the Town and its Departments in situations of emergency;
  20. To take disciplinary action, up to and including dismissal. Suspensions, demotions and dismissals shall be grievable and subject to a just cause standard;
  21. To require the truthful cooperation of all employees during investigations, including without limitation the employee who is the subject of the investigation, which could result in disciplinary action against an employee in or outside of the bargaining unit;
  22. To determine its internal security practices;
  23. To take actions necessary to comply with state and federal law, regulations or mandates.
  24. The Town also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right listed above shall not be deemed a waiver of the right nor shall the Town have to do any additional bargaining to exercise the right.

It is agreed between the parties that starting FY23 a new cloud-based, mobile friendly performance evaluation instrument may be implemented, with new performance criteria that is mutually acceptable between the Assistant Town Manager and Union President. During FY23 the new evaluation instrument and cloud-based tool may be implemented and worked on by the parties communicating, meeting and providing feedback to each other regularly, with the intention of developing a mutually

effective and efficient instrument, that is acceptable to the Assistant Town Manager and Union President. It is further agreed that step advancements will not be negatively affected for twelve (12) months from the implementation start of the new evaluation process or instrument.

### **ARTICLE III: PROBATIONARY PERIOD**

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

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

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth.

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 consistent 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 limit for filing a grievance at level one may be extended by mutual agreement of the Union's designee and the employee's supervisor or designee provided that said agreement is set forth in writing. If the matter is resolved it will not establish precedent on either the Union or the Town.

Members of the bargaining unit shall have the right to file grievances. Grievances are defined as problems arising out of the Town's application of the express provisions of this Agreement as they might affect an employee or a group of employees with the same problem who are covered by this Agreement. Grievances shall be filed within 7 (seven) working days from the occurrence or when the union/aggrieved employee should reasonably have had first knowledge of such occurrence. All grievances shall specify:

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

Grievances shall be processed as follows:

Step 1 The grievance shall be submitted to the Department Head, with a copy to the Assistant Town Manager. Within seven (7) working days of the filing, the Department Head will meet with the Grievant and/or representatives of the Union to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Department Head with any information in support of the grievance. The Department Head shall respond to the grievance in writing within seven (7) working days of the meeting.

Step 2 If at the expiration of the seven (7) working days following the conclusion of the Step 1 meeting, the Department Head has failed to respond and/or the disposition of the grievance is not satisfactory to the employee and/or the Union, the Union may file the grievance with the Assistant Town Manager. Within seven (7) working days of the filing, the Assistant Town Manager will meet with the Grievant/Union representatives to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Assistant Town Manager with any information in support of the grievance. The Assistant Town Manager shall respond to the grievance in writing within seven (7) days of the meeting.

Step 3 If at the expiration of the seven (7) working days following the conclusion of the step 2 meeting, the Assistant Town Manager has failed to respond and/or the disposition of the grievance is not satisfactory to the employee and/or the union the union may file the grievance with the Town Manager. Within seven (7) working days of the filing, the Town Manager will meet with Grievant/Union representatives to hear the grievance. At this meeting, the Grievant/Union representatives shall provide the Town Manager with any information in support of the grievance. The Town Manager shall respond to the grievance in writing within seven (7) working days of the meeting.

Arbitration If at the expiration of the (7) working days following the conclusion of the Step 3 meeting, the Town Manager has failed to respond and/or the Town Manager's disposition of the grievance is not satisfactory to the Union, the Union or the Town may present the grievance to the American Arbitration Association.

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

The Arbitrator(s) shall have jurisdiction only over the disposition of the grievance(s) as it arises out of the express terms of this agreement. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The decision of the Arbitrator shall not violate any statutes of the Commonwealth, or regulations or interpretive judicial decisions pursuant to such statutes. The award shall be final and binding on the Town, the Union and the Grievant.

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

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

**ARTICLE V: VACATION**

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

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

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

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

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

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



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

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

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

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

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

On July 1, 2022, members who had three or more weeks of vacation in FY2022, will be credited with a one-time, non-cash value, non-transferable one (1) extra week of vacation, at their average weekly regular hours; to be used within and expire at the end of FY2023.

#### **ARTICLE VI: PERSONAL LEAVE**

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

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

Date of Hire	Personal Days Credited
July 1-September 30	4 paid days
October 1-December 31	2 paid days
After December 31	0 paid days

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

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

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

### **ARTICLE VII: HOLIDAYS**

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

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

\*1/2 day Weds. Before Thanksgiving Day (November)

\*1/2 day Christmas Eve (December)

\*\*See Appendix E for exact dates.

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

\*On the Wednesday before Thanksgiving and on Christmas Eve employees will work until 12:30.

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

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

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

When any of the eleven (12) holidays or the day after Thanksgiving fall within a sick leave period, it shall be granted as a holiday, and no charge be made to the employee's sick leave credits.

An employee working less than 20 hours per week on a regular basis for all 12 months of the year shall be entitled to paid Holidays that fall on a day that the employee is regularly schedule to work.

In addition the parties agree that a subcommittee of two members each from the Union & Town will meet the first week of each January to discuss and establish the holiday schedule for that calendar year.

**ARTICLE VIII: LONGEVITY**

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

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

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

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

## ARTICLE IX: SICK LEAVE

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

### Section A: Sick Leave Accrual and Use of Sick Leave

1. A sick "day" is based on an employee's average daily *budgeted* hours in a regular work week.
2. After completion of the probationary period, sick leave shall be granted at one (1.75) sick days per month based on average daily hours for each full month of employment, and shall be accumulative to 264 days.
3. Regular employees who have completed at least one (1) year (52 weeks) of employment and have exhausted their sick leave due to an extended illness shall be advanced five (5) days sick leave two (2) weeks after their return to work.
4. After one (1) year of service an employee may be allowed to use (10) accrued sick days per year based on average daily hours for illness in the immediate family, defined as spouse, child, parent or relative who resides in the immediate household or for an employee's wellness/dental appointments if the appointment can't be scheduled outside of work hours and only for the time it takes to keep the appointment, including travel to and from the appointment.
5. The Town Manager or his designee will determine whether a member is eligible for sick leave as well as whether a member is fit to return from sick leave. The Town may require documentation, including without limitation the member's medical and treatment records and/or an evaluation by an occupational health services facility and/or a physician or specialist designated by the Town Manager. The member shall be obligated to fully cooperate with that evaluation.
6. Sick leave shall not be available for self-imposed injury, illness or disability, including without limitation that resulted from the use of alcohol and/or non-prescribed drugs. Sick leave shall not be available for illness or disability related to/caused or allegedly related to/caused by a bonafide personnel action.
7. Any employee receiving worker's compensation can supplement the weekly compensation wage indemnity payment with accrued sick leave to make it equal their regular week's compensation.
8. Any employee who uses paid sick leave while a worker's compensation claim is being decided shall sign over to the Town any worker's compensation payment for the time period that coincides with the paid sick leave and, for active employees, the payment will be used to restore the employee's sick leave other than the sick leave used to supplement any worker's compensation wage indemnity payment.

### Section B: Sick Leave Buy Back

1. Employees hired by the town before July 1, 2019 who are eligible to retire from the Town of Foxborough, after continuous employment, shall be paid a percentage of the value of their unused sick leave, not to exceed 264 days, at the time of retirement (M.G.L. c. 32), as follows:

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

2. It is to be understood that the payment of any amount under this rule will not change the employee's pension benefit.
3. Any employee whose service with the Town is involuntarily terminated, shall not be entitled to any unused sick leave compensation. Employees hired by the Town on or after July 1, 2019 shall not be entitled to any unused sick leave compensation.
4. Effective the beginning of the month after Town Meeting funds the parties' first contract, every regular employee working a regular schedule of less than 20 hours per week for all 12 months of the year shall accrue one sick day for every two months of service, with an accrual limit of 42 days. Since these employees do not receive paid bereavement leave, they can use paid sick days for bereavement leave, in accordance with the provisions of the Bereavement article of this Agreement. However, the Town will not buy back any of their unused sick leave. A sick "day" is based on an employee's average daily *budgeted* hours in a regular work week.

#### Section C: Sick 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:

1. 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, 2018 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, 2018, 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.
2. Employees are not eligible to participate until their probationary period has expired.
3. 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.
4. As soon as practicable following July 1<sup>st</sup> of each year, the Administration shall transmit the list of employees making contributions and amount of the contributions to the Union and the Assistant Town Manager.
5. 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.
6. 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.
7. A sick leave bank board ("Board") shall be established consisting of three (3) members: two (2) members in the bargaining unit designated by the Union, and one (1) member designated 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.
8. Any member of the Sick Leave Bank seeking sick days from the sick bank must petition the Bank in writing. The petition must be accompanied by written documentation from the member's doctor stating that the member is under doctor's care and the prognosis

and expected length of injury/illness. This medical information shall be considered confidential and shall not be released to any party except on a need to know basis or with written authorization from the applicant.

9. 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.
10. Upon application to the Sick 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 appeal before the Board at such hearing.
11. Any initial grant of sick leave by the Board shall not exceed thirty (30) sick days. If need continues, re-application to the Board may be made for two (2) extension, up to a maximum of thirty (30) sick days for each extensions. 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 X: STATUTORY FAMILY, MEDICAL, PARENTAL and SMALL NECESSITIES LEAVE**

The Town of Foxborough ("the Town") is committed to meeting its obligations to employees under the federal Family and Medical Leave Act (FMLA) <https://www.dol.gov/general/topic/benefits-leave/fmla>, the Massachusetts Parental Leave Act (MPLA) <http://www.mass.gov/mcad/resources/employers-businesses/emp-guidelines-maternity-1-gen.html>, and the Massachusetts Small Necessities Leave Act, <http://www.mass.gov/ago/doing-business-in-massachusetts/workplace-rights/leave-time?small-necessities-leave.html>, as the same may be amended from time to time. A notice of employees' rights under these laws is posted on the bulletin board in all Town Work locations where mandatory employee notices/posters are displayed. Individuals seeking to avail themselves of leave under the FMLA, MPLA, or MSNLA should contact:

Assistant Town Manager/ Human Resources Director  
Foxborough Town Hall  
508-543-1219

Please note that the 12-month period utilized by the Town of FMLA purposes is a 'rolling' 12 month period measured backward from the date an employee uses any FMLA leave. Please note as well that the Town requires the use of available accrued paid leave concurrently with the FMLA leave. Individuals on designated FMLA leave shall be required to update their status every 30 days. Further, where leave is taken for a reason specified in both FMLA and MPLA, the leave shall be counted simultaneously against the employee's entitlement under both laws. Finally, please note that it is the Town's policy to designate qualifying leave as FMLA once we have sufficient information to make this determination, even if the employee does not request it.

#### **ARTICLE XI: LIGHT/MODIFIED DUTY**

A member of the bargaining unit who is on workers' compensation leave pursuant to Chapter 152 of the Massachusetts General Laws or an employee who has suffered a non-work related illness or injury may be recalled to modified duty if a physician designated by the Town determines that the member is able to perform certain duties outlined by the Town, provided that there is no disagreement with that determination by the member's treating physician. If there is disagreement, written notice from the member's treating physician must be delivered to the Assistant Town Manager within 7 days of the recall to modified duty. When there is disagreement, a third physician mutually agreeable to the parties, who shall be a specialist in the field of medicine relating to the member's disability, will examine the member to determine if the member is capable of performing the duties outlined in the description of the modified duty. This opinion shall be binding on all parties. The Town shall pay for the examination by the third physician.

The modified duty tasks to which a bargaining unit member may be assigned shall be consistent with the duties approved by the Town's, the member's, or the third physician. Any employee who is working light or modified duty shall not be eligible for overtime until that employee has resumed full duties with no restrictions, provided, however, that nothing in this section shall be construed to conflict with the Americans with Disabilities Act ("ADA"), such that an employee entitled to a reasonable accommodation under the ADA shall be eligible for overtime.

## **ARTICLE XII: SUBSTANCE ABUSE POLICY**

### **A. Policy**

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

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

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

### **B. Treatment and Assistance**

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

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

C. Substances Addressed

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

1. Alcohol: Includes alcoholic beverages such as: beer, wine, liquor cordials, etc.
2. Controlled/Illegal Substances: Includes all forms of drugs and chemicals such as: stimulants, narcotics, depressants, hallucinogens and other substances prohibited or restricted by law. Such items include but are not limited to: tranquilizers, heroin, crack, marijuana, LSD, cocaine, etc. Controlled/illegal substances also pertain to any prescription drugs or chemicals not used for their appropriately prescribed use or purpose. (Medically prescribed drugs used in prescribed manner do not fall under the definition of controlled/illegal substances).
3. Prohibited Activities: The following activities are prohibited for all Town of Foxborough employees:
  - i. 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.
  - ii. 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).
  - iii. The possession, use, sale, purchase, transfer, transportation or distribution of controlled/illegal substances on the Town's office or work premises or while engaged on Town business away from the Town's office or work premises.
  - iv. Consumption of alcohol, use of controlled/illegal substances, or being under the influence of such, while on duty or immediately prior to reporting for duty to the extent that they tend to interfere with an employee's job performance, cause the employee to be a potential safety risk to himself or herself, the public, or the employee's co-workers or unnecessarily risks damage to Town property.
4. Disciplinary Action and Possible Consequences: Employees are subject to disciplinary action, which may include termination, if they:
  - i. Engage in any of the prohibited activities described above, or
  - ii. Engage in any such prohibited activities which result in, or cause, actual or potential adverse publicity affecting the Town's practice, reputation or its ability to serve the public.
5. Reporting Procedures: Procedures for reporting substance abuse problems should balance the Town's intolerance for substance abuse with the privacy, trust and concern of employees. To this end, the following guidelines are intended to be a framework for dealing with substance abuse problems:
  - i. Any employee who has a reasonable suspicion or who observes prohibited substance abuse actions by a co-worker, subordinate or superior must bring the matter to the attention of the Employee's Supervisor, Department Head and/or the Town Manager. The Supervisor shall bring the matter to the attention of the Town Manager or his designee. In no event should these matters be discussed with any other employee.
  - ii. Any suspicion or confirmation of substance abuse is a sensitive matter and



is to be handled in a confidential, reasonable and professional manner by the parties concerned. Any employee who violates the confidential nature of such information by discussing these matters with anyone other than the individuals described above may themselves be subject to disciplinary action which may include termination.

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

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

### **ARTICLE XIII: BEREAVEMENT**

For every regular full time and regular part time employee covered by this Agreement, a leave with pay up to a maximum of Five (5) working days, calculated at straight time hourly earnings, shall be granted upon request by the employee in the case of death in an employee's immediate family (as previously defined in 2017 contract): i.e., spouse, child, stepchild, legal ward, parent, sister or brother, grandparent, grandchild, a member of the immediate household, or spouse's immediate family. Use of up to an additional three (3) days of accrued time may be granted by the Department Head upon request by the employee.

### **ARTICLE XIV: JURY DUTY**

Any employee called for jury duty shall be paid the difference between their regular pay, as calculated herein, and the compensation received by them as a juror, exclusive of travel allowances. Any employee summonsed as a witness on behalf of the Town shall receive full pay and shall return to the Town Treasurer any amounts given for witness fees, exclusive of travel allowance.

### **ARTICLE XV: MILITARY LEAVE**

- A. Any regular full-time or regular part time employee who is a member of any United States Reserve Unit, or any component of the United States Reserves, shall be paid the difference, If any, between their regular pay, calculated at straight time hourly earnings times normal work week hours, and their service pay for training or emergency duty, not to exceed seventeen (17) days in any one (1) year. Proof of service and pay rate, satisfactory to the Town Manager or designee, shall be submitted. A copy of orders must be on file with the appropriate department head.
- B. Any regular full-time or regular part time employee who is drafted or who enlists in the Armed Services during any wartime emergency shall be granted military leave. Within sixty (60) days of release, they shall be reinstated, if they so desire, to the same or a comparable position. They shall be given the benefits of all increased rates of pay and vacation status as if their services had been continuous.

#### **ARTICLE XVI: MISCELLANEOUS**

##### **A. Annual License Maintenance Stipend**

1. The Town will pay the costs for employees to renew Commercial Drivers and Hydraulic licenses if the licenses are required by the position.
2. Assistant Health Agent/Sanitarian, Local Building Inspector, Animal Control Officer, and GIS Analyst shall continue to be issued any clothing, gloves, jackets, safety glasses, safety gear and rain gear, as well as a shoe allowance (up to \$575) that they were being provided as of July 1, 2014. The shoe allowance shall be to reimburse the employee for the purchase of new or the reconditioning (laces, insoles, mink oil, shoe brushes, replacement heels or soles) of work and or safety shoes and socks upon the submittal of a purchase receipt signed by the DPW Director/Town Manager/Town Manager's designee or, at their discretion, by establishing an account for employees at a boot supplier. The employee is required to wear safety shoes and the issued items and will hold the Town harmless for any injury occurring as a result of not wearing safety shoes or gear. Probationary employees shall be entitled to the safety shoe allowance as described above. However if the employee.
3. Provided it is not caused by the employee's negligence or covered by insurance, no more than once every 12 months, the Town shall pay the cost, up to \$175, of repairing or replacing any prescription eyewear that is damaged or destroyed as a result of a Public Works employee performing work duties.
4. Probationary employees shall be entitled to the safety shoe allowance as described above. However if the employee leaves the employ of the Town prior to completing his probationary period s/he shall either reimburse the Town for the cost of the safety shoes or have the equivalent amount deducted from his/her final paycheck.

##### **B. Certification Incentive**

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

  


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

Five Hundred Fifty (\$550) Dollars:

Community Case Worker & Community Social Worker – Eligible for \$550 certification stipend with current annual proof of Massachusetts Licensed Clinical Social Worker (LCSW) or Massachusetts Licenses Independent Clinical Social Work (LICSW) Total of two (2) stipends allowed in Town, and one (1) stipend per employee  
Program Manager (Council on Aging).  
Certified Municipal Clerk (Town Clerk's Office)  
Certified Municipal Assessor\* (CMA) (Assessing Department). Advanced Training Certification (Conservation Department).  
Registered Sanitarian (Board of Health Certified Mass Municipal Assistant Treasurer (CMMAT) (Treasurer's Office). Certified Mass Municipal Assistant Collector (CMMAC) (Collector's Office).

The additional compensation outlined above shall be limited to be paid for one designation per office with the exception of the Treasurer and Collector certifications which can be combined and shall be limited to two designations per office, as well as the exceptions noted below.

\*These certifications are distinguished from the certification awarded to the department head and are meant for the second certification held in that office.

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

C. Reimbursement for Continuing Education/Training

With advance notice to, and approval of, the Town Manager or his designee, or if the employee is specifically requested or directed to complete a particular program or course, the Town will reimburse an employee for tuition, registration and book(s) charges provided the employee obtains at least a "B" grade or its equivalent. If the program is graded on a pass/fail basis, the employee must pass if the program, and if is not graded, then the employee must successfully complete the program. To be eligible for consideration, the employee must make the request in writing on a form provided by the Town no later than the December 1st prior to the fiscal year in which the employee wants to take the program or course.

D. Mileage

The Town will pay the IRS mileage rate to an employee who qualifies for reimbursable mileage from the town and provides documentation satisfactory to the town, both as determined by the town.

E. Fees for Special Licenses Required For a Position

If, at the time the Union ratifies the parties' first collective bargaining agreement, an employee is required by the Town, any other government entity or law to possess a special license or

certificate of any type for the proper discharge of their duties and the Town pays for the license, certificate and renewal, the Town shall continue to pay for it. In addition, the Town will pay for any new licenses/certificates and their renewals an employee is required to have by the Town, any other governmental entity or law for the proper discharge of the employee's duties.

## **ARTICLE XVII: COMPENSATION**

The Pay Plan is attached as Appendix A.

- A. For FY 22, beginning on July 1, 2021, the base pay rates reflected in Appendix A have been adjusted upward by 2%.
- B. Employees subject to this Agreement who are not at the maximum step shall advance one step per year if they receive a satisfactory or better performance evaluation for the preceding year.
- C. With advance notice to and approval of the Town Manager: An employee assigned in writing to a position in a higher classification in this bargaining unit shall receive an increase of 2.5% (two and a half percent) in the employee's hourly rate. An employee assigned in writing to a position in a higher classification in the Department Heads bargaining unit shall receive an increase of 5% (five percent) in the employee's hourly rate. This is not intended to apply to the paid absence of an employee in the higher classification for 15 (fifteen) work days or less unless it is known in advance that the absence will be for more than 15 (fifteen) work days, in which event the additional compensation will begin with the first day. An employee assigned to a lower classification will retain the employee's higher rate of pay.
- D. For Fy23, beginning on July 1, 2022, the base pay rates reflected in Appendix A shall be adjusted upward by 1.5%. For FY24, beginning on July 1, 2023, the base pay rates in Appendix A shall be adjusted upward an additional 2%. For FY25, beginning on July 1, 2024, the base pay rates in Appendix A shall be adjusted upward an additional 2%.
- E. A new fifteen (15) year, 2% step which is available starting July 1, 2022 for employees who are at the top step in their grade and have been employed full-time by the Town for fifteen (15) years or more.
- F. Increase the aforementioned 15 year step by 1% at 11:59apm on June 30, 2025.
- G. New grade 10 pay rates are depicted in Appendix A.

### Overtime

- A. Any hours, or portions thereof, worked by a regular full time employee (i.e., an employee with a regular work week of at least 35 hours) in the service of the Town, over and above the employee's regular workday and/or regular work week will be considered overtime. For purposes of calculating overtime, hours that would have been worked but for authorized paid leave shall count as hours worked. Overtime must be authorized in advance, in writing, by the Town Manager or designess. Incurring overtime without such prior approval may be grounds for discipline, except in an emergency.
- B. The Town will only be obligated to compensate employees for overtime work approved in advance by the Town Manager or his designee except that overtime required to address an emergency shall not require advance approval. It shall be the responsibility of the Department Head or the Department Head's designee to acquire the Town Manager's approval in advance.
- C. Overtime pay shall be calculated at one and one half (1 1/2) times the employee's straight

hourly earnings. Overtime pay shall be granted to all employees at two (2) times the employee's straight time hourly rate for services rendered on Sundays and Holidays set forth in this Agreement.

- D. Employees who work more than sixteen (16) consecutive hours ("excess hours") shall be compensated at two (2) times the straight time hourly rate for the excess hours. For employees performing snow removal, meal and rest periods shall be counted as hours worked.
- E. Overtime pay will be calculated to the nearest quarter hour.
- F. When regular full-time employees are requested to return to work after completing their normal day's work, but are required to work less than four (4) hours upon their return, they shall be compensated for no less than four (4) hours pay at their overtime rate.
- G. Continuation of compensatory time for certain Unit B positions in the Department of Public Works- For Unit B positions in the Department of Public Works allowed to accrue compensatory time in lieu of overtime pay, an employee can choose to receive compensatory time (at the applicable overtime rate of either 1.5 or 2 time the overtime hours worked) up to a maximum of 100 compensatory hours per fiscal year. With advance notice to and permission of the DPW Director or his designee, which shall not be unreasonably withheld, an employee can use accrued compensatory time but all compensatory time must be used in the fiscal year that it is accrued. Compensatory time shall not be available in lieu of overtime pay when the Town is eligible to receive a reimbursement for the overtime expense.

Compensatory time for positions in lieu of pay for overtime for positions, other than those described in the preceding paragraph be limited to unforeseen and extraordinary circumstances where the Department does not have the money to pay for the overtime. The compensatory time must be documented and is to be used in the pay period in which it is accrued unless the overtime occurs too close to the end of the pay period to do so, in which event it must be used no later than the pay period immediately following in the pay period in which it is accrued.

### **ARTICLE XVIII: DUES DEDUCTION/AGENCY FEE**

Section 1: The Union shall have the exclusive right to the checkoff and transmittal of Union dues/agency fee on behalf of each employee.

Section 2: An employee may consent in writing to the authorization of the deduction of union dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town, and shall bear the signature of the employee. An employee may withdraw his/her union dues checkoff authorization by giving at least sixty days' notice in writing to the Town Manager or his/her designee.

Section 3: The Town shall deduct dues, assessments or initiation fees from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the International Secretary-Treasurer of the Union, together with a list of employees whose dues are transmitted, provided that the Town is satisfied, by such evidence that the Town may require, that the International Secretary/Treasurer of the Union has given to the Union a bond, in a form approved by the Town, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the Town. The Town will be obligated to provide the list of employees whose dues are transmitted no more frequently than once a month.

Section 4: In accordance with the provision of section 17g, chapter 180, chapter 150e, section 12 of the Massachusetts General Laws and 456 CMR 17.00-17.16 employees in the bargaining unit who have been employed for thirty (30) days and who are not dues paying members of the Union must pay an agency service fee. The Union shall annually provide the Town in writing with its calculation of the applicable fee and if the fee changes.

Section 5: The Union agrees to indemnify and hold harmless the Town its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of this provision, including, but not limited to any proceeding in which the Town is made a party.

In accordance with the Massachusetts General Laws, any member of the bargaining unit who is not a member of the Union shall, as a condition of employment, pay on or after the 30th day following the beginning of his employment an agency fee which shall be determined by the Union in accordance with applicable law. The agency service fee may be deducted in equal payments from the salary of an employee who signs a written authorization to that effect, in accordance with the provisions of Chapter 180, Section 17G of the General Laws, and transmitted directly to the Treasurer of the Union.

The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Town for purposes of complying with this Article.

The Union shall provide the necessary authorization forms for use by employees. In accordance with the provisions of Chapter 180, section 17A of the General Laws, the Treasurer of the Union shall furnish the Treasurer of the Town a bond in a form approved by the Commission of Corporations and Taxation for the faithful performance of the duties in the sum and with such surety or sureties as are satisfactory to the Town Treasurer.

#### **ARTICLE XIX: NO STRIKE**

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

- E. The Town may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws or this Agreement, file an action in the court of appropriate jurisdiction to enforce this Article.

#### **ARTICLE XX: REDUCTION IN FORCE**

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

#### **ARTICLE XXI: HEALTH INSURANCE**

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

#### **ARTICLE XXII: SOCIAL MEDIA POLICY**



See Appendix B

**ARTICLE XXIII: STANDARD OF CONDUCT/CIVILITY POLICY**

See Appendix C

**ARTICLE XXIV: ELECTRONIC COMMUNICATIONS & COMPUTER USE POLICY**

See Appendix D

It is agreed that the December 22, 2021 Electronic Communications & Computer Use Policy has been impact bargained and will apply to all new and existing member of the bargaining unit beginning July 1, 2022. Policy to be included in contract as Appendix D.

**ARTICLE XXV: UNION ACTIVITY**

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

Provided that there is mutual agreement to schedule the proceedings during working hours, up to (3) Union representatives shall be allowed reasonable time off from work with pay to attend grievance and arbitration proceedings. Such time shall be considered time worked when calculating overtime.

A written list of Union Officers and other representatives shall be furnished to the Town immediately after their designation and the Union shall forthwith notify the Town of any changes.

Union officials may post notices on bulletin boards designated by the Town Manager, in places and locations where notices usually are posted by the Town for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs, such as announcements of recreation or social events, elections, appointments, results of elections, meetings, posting of openings, and conferences. No notice shall contain material of a controversial, inflammatory, or offensive nature.

Time off without pay shall be granted to officers or stewards of the Union to attend the USW International Convention, District Conference, Training and other meetings/seminars sponsored by the USW or MA AFL-CIO. The Town shall not be obligated to provide more than five (5) unpaid days each contract year for this purpose, but an additional five (5) unpaid days may be granted by mutual agreement.

Within the first thirty (30) days of hire, new hires to the Town of Foxborough will be given an opportunity to meet with the Unit President or designee.



## **ARTICLE XXVI: FILLING OF VACANCIES**

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

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

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

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

Notices of vacancies shall also be sent to the Union President.

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

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

## **ARTICLE XXVII: STABILITY OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. Anything not specifically included in this Agreement expressly or by reference, including without limitation provisions of the Town's Revised Consolidated Personnel By-Law, is not a part of the Agreement.

No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to

writing and duly executed by both parties subsequent to the date of this Agreement.

The failure of the Town or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Town to future performance of any such term or condition and the obligation of the Union to such future performance shall continue in full force and effect.

No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

#### **ARTICLE XXVIII: SAVINGS CLAUSE**

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

#### **ARTICLE XXIX: HEALTH AND SAFETY**

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

#### **ARTICLE XXX: SENIORITY**

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

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

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

#### **ARTICLE XXXI: CHANGE IN CLASSIFICATION**

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

- A. With the assent of the bargaining unit member, the member's Department Head will provide to the Town Manager or his designee ("Town Manager") a written request for reclassification of the position, including any documentation that demonstrates a substantial change in position qualifications and duties from the existing job description. The member and the Department Head will provide any additional information requested by the Town Manager.
- B. The Town Manager may also propose a reclassification of a position provided that there is documentation that demonstrates a substantial change in job qualifications and duties from the existing job description.
- C. The Town Manager, in his discretion, may consult with the Personnel Board when there is a request for a position to be reclassified.
- D. The Town Manager will advise the Union of any reclassification requests made under this process and provide the pertinent documents to the Union, as well as meet with the Union to discuss the requests if the Union so requests. Unit A: If there are more than three (3) requests for reclassification in a fiscal year, and the Town Manager determines that no more than three (3) requests will be considered, the Union will determine which three (3) requests shall be considered. Unit B: If there are more than six (6) requests for reclassification in a fiscal year, and the Town Manager determines that no more than six (6) requests will be considered, the Union will determine which six (6) requests shall be considered.
- E. The Town Manager, in consultation with the Board of Selectmen, shall make the final decision as to whether and when a position should be reclassified, including to what extent and the implementation date.
- F. This classification process shall apply to the initial classification of positions that are added to the bargaining unit.
- G. The Town Manager's decision under this provision shall not be subject to the grievance and arbitration procedure. However, the Town Manager will meet with the Union to discuss the findings if the Union so requests.
- H. Notwithstanding the other provisions of this article, there will be a one year moratorium on any reclassification request after a new pay classification plan is implemented.

#### **ARTICLE XXXII: DEFINITION OF EMPLOYEE**

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

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

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

ARTICLE XXXIII: DURATION

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This Agreement shall be in effect from July 1, 2022 through June 30, 2025, and it shall continue from year to year thereafter unless either party gives notice that it wants to terminate or renegotiate the Agreement sixty calendar days prior to June 30, 2025.

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

This Agreement shall extend for a one-year term, July 1, 2022 through June 30, 2025. Notwithstanding the foregoing, this Agreement shall remain in full force and effect until a successor agreement has become effective.

Signed and sealed this 19<sup>th</sup> day of July 2022

UNITED STEELWORKERS, AFL-CIO, CLC (Unit B)

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TOWN OF FOXBOROUGH

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*7/11/2022*  
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**APPENDIX A: PAY PLAN UNIT B FY23 (Step 1 through Step 6)**

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures as of this 19 day of July, 2022.

UNITED STEELWORKERS,  
AFL-CIO-CLC

FOR THE TOWN OF FOXBOROUGH

Thomas M. Conway  
Thomas M. Conway,  
President

Leah Gibson  
Leah Gibson  
Chair, Selectman

John E. Shinn  
John E. Shinn,  
International Secretary-Treasurer

Stephanie McGowan  
Stephanie McGowan  
Vice Chair, Selectman

D. R. McCall  
D. R. McCall,  
Vice President, Administration

Dennis D. Keefe  
Dennis Keefe  
Clerk, Selectman

Kevin Mapp  
Kevin Mapp,  
Vice President, Human Affairs

Mark Elfman  
Mark Elfman  
Selectman

Del Vitale  
Del Vitale,  
Director, District 4

Seth Ferguson  
Seth Ferguson  
Selectman

Stephen J. Finnigan  
Stephen J. Finnigan  
Sub District Director

Jessica Minton  
Jessica Minton  
Negotiating Committee

Diana Gray  
Diana Gray  
Negotiating Committee

Barbara Kelley  
Barbara Kelley  
Negotiating Committee

Grade		Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B1	Building Custodian	Hourly	\$21.67	\$22.11	\$22.55	\$23.00	\$23.46	\$23.93
	Van Driver							
	Driver							
B2	Administrative Assistant (Town Clerk, Veterans, Finance/Assessors)	Hourly	\$26.75	\$27.28	\$27.83	\$28.39	\$28.95	\$29.53
	Human Services Coordinator							
	Program Coordinator- COA/ Human Services							
	Accounts Payable Coordinator / Specialist							
	Collections Coordinator							
	DPW Coordinator							
	Principal Account Coordinator (Water & Sewer)							
	Recreation Coordinator							
B3	Payroll/Benefits Administrator	Hourly	\$28.89	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90
	Fire Department Administrator							
	Public Safety Administrator							
	Land Use Administrator							
	Animal Control Officer							
	Department Administrator (COA/Human Services, Inspections)							
	Assistant Assessor							
	Assistant Town Clerk							
	Department Administrator (Water & Sewer, DPW, Library)							
	System Specialist (Water)							
	Public Health Coordinator							
	Community Case Worker							
	Procurement Administrator							
B4	Assistant Health Agent/ Sanitarian/ Health Inspector	Hourly	\$31.18	\$31.80	\$32.44	\$33.08	\$33.75	\$34.42
	Staff Planner							
	Assistant Treasurer/ Collector							
B5	Community Social Worker	Hourly	\$33.98	\$34.66	\$35.35	\$36.06	\$36.78	\$37.51
	GIS Specialist/Analyst							
	Local Building Inspector							
	Electrical Inspector							
	Plumbing/ Gas Inspector							

(\*Note: Accurate to +/- \$0.01 per hour due to Munis rounding)

**APPENDIX A: PAY PLAN UNIT B FY23 (continued) (Step 7 through Step 12)**

Grade		Rate	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>B1</b>	Building Custodian	Hourly	\$24.41	\$24.90	\$25.39	\$25.90	\$26.42	\$26.95
	Van Driver							
	Driver							
<b>B2</b>	Administrative Assistant (Town Clerk, Veterans, Finance/Assessors)	Hourly	\$30.12	\$30.73	\$31.34	\$31.97	\$32.61	\$33.26
	Human Services Coordinator							
	Program Coordinator- COA/ Human Services							
	Accounts Payable Coordinator / Specialist							
	Collections Coordinator							
	DPW Coordinator							
	Principal Account Coordinator (Water & Sewer)							
	Recreation Coordinator							
<b>B3</b>	Payroll/Benefits Administrator	Hourly	\$32.54	\$33.19	\$33.85	\$34.53	\$35.22	\$35.92
	Fire Department Administrator							
	Public Safety Administrator							
	Land Use Administrator							
	Animal Control Officer							
	Department Administrator (COA/Human Services, Inspections)							
	Assistant Assessor							
	Assistant Town Clerk							
	Department Administrator (Water & Sewer, DPW, Library)							
	System Specialist (Water)							
	Public Health Coordinator							
	Community Case Worker							
	Procurement Administrator							
<b>B4</b>	Assistant Health Agent/ Sanitarian/ Health Inspector	Hourly	\$35.11	\$35.81	\$36.53	\$37.26	\$38.00	\$38.76
	Staff Planner							
	Assistant Treasurer/ Collector							
<b>B5</b>	Community Social Worker	Hourly	\$38.26	\$39.03	\$39.81	\$40.61	\$41.42	\$42.25
	GIS Specialist/Analyst							
	Local Building Inspector							
	Electrical Inspector							
	Plumbing/ Gas Inspector							

(\*Note: Accurate to +/- \$0.01 per hour due to Munis rounding)

**APPENDIX A: PAY PLAN UNIT B FY24 (Step 1 through Step 6)**



Grade		Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>B1</b>	Building Custodian	Hourly	\$22.11	\$22.55	\$23.00	\$23.46	\$23.93	\$24.41
	Van Driver							
	Driver							
<b>B2</b>	Administrative Assistant (Town Clerk, Veterans, Finance/Assessors)	Hourly	\$27.28	\$27.83	\$28.39	\$28.95	\$29.53	\$30.12
	Human Services Coordinator							
	Program Coordinator- COA/ Human Services							
	Accounts Payable Coordinator / Specialist							
	Collections Coordinator							
	DPW Coordinator							
	Principal Account Coordinator (Water & Sewer)							
	Recreation Coordinator							
<b>B3</b>	Payroll/Benefits Administrator	Hourly	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54
	Fire Department Administrator							
	Public Safety Administrator							
	Land Use Administrator							
	Animal Control Officer							
	Department Administrator (COA/Human Services, Inspections)							
	Assistant Assessor							
	Assistant Town Clerk							
	Department Administrator (Water & Sewer, DPW, Library)							
	System Specialist (Water)							
	Public Health Coordinator							
	Community Case Worker							
	Procurement Administrator							
<b>B4</b>	Assistant Health Agent/ Sanitarian/ Health Inspector	Hourly	\$31.80	\$32.44	\$33.08	\$33.75	\$34.42	\$35.11
	Staff Planner							
	Assistant Treasurer/ Collector							
<b>B5</b>	Community Social Worker	Hourly	\$34.66	\$35.35	\$36.06	\$36.78	\$37.51	\$38.26
	GIS Specialist/Analyst							
	Local Building Inspector							
	Electrical Inspector							
	Plumbing/ Gas Inspector							

(\*Note: Accurate to +/- \$0.01 per hour due to Munis rounding)

**APPENDIX A: PAY PLAN UNIT B FY24 (continued) (Step 7 through Step 12)**

Grade		Rate	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
<b>B1</b>	Building Custodian	Hourly	\$24.90	\$25.39	\$25.90	\$26.42	\$26.95	\$27.49
	Van Driver							
	Driver							
<b>B2</b>	Administrative Assistant (Town Clerk, Veterans, Finance/Assessors)	Hourly	\$30.73	\$31.34	\$31.97	\$32.61	\$33.26	\$33.93
	Human Services Coordinator							
	Program Coordinator- COA/ Human Services							
	Accounts Payable Coordinator / Specialist							
	Collections Coordinator							
	DPW Coordinator							
	Principal Account Coordinator (Water & Sewer)							
	Recreation Coordinator							
<b>B3</b>	Payroll/Benefits Administrator	Hourly	\$33.19	\$33.85	\$34.53	\$35.22	\$35.92	\$36.64
	Fire Department Administrator							
	Public Safety Administrator							
	Land Use Administrator							
	Animal Control Officer							
	Department Administrator (COA/Human Services, Inspections)							
	Assistant Assessor							
	Assistant Town Clerk							
	Department Administrator (Water & Sewer, DPW, Library)							
	System Specialist (Water)							
	Public Health Coordinator							
	Community Case Worker							
	Procurement Administrator							
<b>B4</b>	Assistant Health Agent/ Sanitarian/ Health Inspector	Hourly	\$35.81	\$36.53	\$37.26	\$38.00	\$38.76	\$39.54
	Staff Planner							
	Assistant Treasurer/ Collector							
<b>B5</b>	Community Social Worker	Hourly	\$39.03	\$39.81	\$40.61	\$41.42	\$42.25	\$43.09
	GIS Specialist/Analyst							
	Local Building Inspector							
	Electrical Inspector							
	Plumbing/ Gas Inspector							

(\*Note: Accurate to +/- \$0.01 per hour due to Munis rounding)

**APPENDIX A: PAY PLAN UNIT B FY25 (Step 1 through Step 6)**

Grade		Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
B1	Building Custodian	Hourly	\$22.55	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90
	Van Driver							
	Driver							
B2	Administrative Assistant (Town Clerk, Veterans, Finance/Assessors)	Hourly	\$27.83	\$28.39	\$28.95	\$29.53	\$30.12	\$30.73
	Human Services Coordinator							
	Program Coordinator- COA/ Human Services							
	Accounts Payable Coordinator / Specialist							
	Collections Coordinator							
	DPW Coordinator							
	Principal Account Coordinator (Water & Sewer)							
	Recreation Coordinator							
B3	Payroll/Benefits Administrator	Hourly	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54	\$33.19
	Fire Department Administrator							
	Public Safety Administrator							
	Land Use Administrator							
	Animal Control Officer							
	Department Administrator (COA/Human Services, Inspections)							
	Assistant Assessor							
	Assistant Town Clerk							
	Department Administrator (Water & Sewer, DPW, Library)							
	System Specialist (Water)							
	Public Health Coordinator							
	Community Case Worker							
	Procurement Administrator							
B4	Assistant Health Agent/ Sanitarian/ Health Inspector	Hourly	\$32.44	\$33.08	\$33.75	\$34.42	\$35.11	\$35.81
	Staff Planner							
	Assistant Treasurer/ Collector							
B5	Community Social Worker	Hourly	\$35.35	\$36.06	\$36.78	\$37.51	\$38.26	\$39.03
	GIS Specialist/Analyst							
	Local Building Inspector							
	Electrical Inspector							
	Plumbing/ Gas Inspector							

(\*Note: Accurate to +/- \$0.01 per hour due to Munis rounding)

**APPENDIX A: PAY PLAN UNIT B FY25 (continued) (Step 7 through Step 12)**

Grade		Rate	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
B1	Building Custodian	Hourly	\$25.39	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04
	Van Driver							
	Driver							
B2	Administrative Assistant (Town Clerk, Veterans, Finance/Assessors)	Hourly	\$31.34	\$31.97	\$32.61	\$33.26	\$33.93	\$34.60
	Human Services Coordinator							
	Program Coordinator- COA/ Human Services							
	Accounts Payable Coordinator / Specialist							
	Collections Coordinator							
	DPW Coordinator							
	Principal Account Coordinator (Water & Sewer)							
	Recreation Coordinator							
B3	Payroll/Benefits Administrator	Hourly	\$33.85	\$34.53	\$35.22	\$35.92	\$36.64	\$37.37
	Fire Department Administrator							
	Public Safety Administrator							
	Land Use Administrator							
	Animal Control Officer							
	Department Administrator (COA/Human Services, Inspections)							
	Assistant Assessor							
	Assistant Town Clerk							
	Department Administrator (Water & Sewer, DPW, Library)							
	System Specialist (Water)							
	Public Health Coordinator							
	Community Case Worker							
	Procurement Administrator							
B4	Assistant Health Agent/ Sanitarian/ Health Inspector	Hourly	\$36.53	\$37.26	\$38.00	\$38.76	\$39.54	\$40.33
	Staff Planner							
	Assistant Treasurer/ Collector							
B5	Community Social Worker	Hourly	\$39.81	\$40.61	\$41.42	\$42.25	\$43.09	\$43.95
	GIS Specialist/Analyst							
	Local Building Inspector							
	Electrical Inspector							
	Plumbing/ Gas Inspector							

(\*Note: Accurate to +/- \$0.01 per hour due to Munis rounding)

**APPENDIX B: SOCIAL MEDIA POLICY**

The Town of Foxborough (the "Town") depends upon a work environment of tolerance and respect for the achievement of its goals in serving the citizens of the Town.

#### Purpose

The purpose of this policy is to provide notice to Employees of the Town that their use of social media must conform to the law and this policy. This policy is designed to promote and govern the professional and personal use of social media in a responsible manner and to avoid uses that can: (1) breach confidentiality by revealing protected information about the Town, its citizens, or its employees; (2) expose the Town to legal liability for employer or employee behavior that may be false, deceptive, libelous, slanderous, offensive, or malicious, misleading or causes harm to others, including speech that constitutes hate speech or harassment; or (3) interfere with productivity and/or ability to perform the duties and responsibilities as Employees of the Town, and 4) cause actual harm or disruption to the operations of the Town.

#### Definitions

The Town: Town of Foxborough.

Officials: Individuals who hold office in the Town, whether elected or appointed.

Employees: All persons employed by the Town regardless of position.

Users: Employees of the Town (individuals or groups) who use, direct, or control a social media account.

Social Media: Online forums in which Users participate in the exchange of ideas, messages, and content, including blogs, microblogs, and social networking sites (e.g., Facebook, LinkedIn, Twitter).

Electronic Media: All forms of electronic communication, transmission, or storage, including but not limited to, websites and any content contained therein or related thereto.

Hate Speech: Speech that attacks a person or group on the basis of attributes including race, ethnic origin, national origin, skin color, gender (including status as pregnant or nursing), religion, disability, age, gender identification, or sexual orientation or any other status or classification afforded protection under federal, state or local law or policy, indicating a level of intolerance or hostility that is incompatible with a commitment to serve all members of the community.

#### General Provisions

While employees may maintain and use personal web pages and websites, blogs, microblogs, social networking sites and other forms of social media while off-duty, their status as employees of the Town requires that the content of any postings on those social media sites or other web pages not be in violation of existing Town by-laws, policies, directives, rules or regulations. The Town's image as a professional organization comprised of professional employees is key to maintaining the respect of its constituents. Although the Town recognizes that employees may choose to express themselves by posting personal information upon electronic media sites through personal websites, social networking sites, blogs, microblogs, chat rooms, or other electronic means or by making comments upon electronic sites hosted by other persons, groups or organizations, this right of expression is not free from limitation. That is, while the Town acknowledges its employees have the First Amendment right to free speech that right is not absolute and extends only to matters of public concern. Therefore, employees must exercise caution with

respect to comments they post in general, and in particular those concerning the Town, a particular department of the Town, and/or the Town's employees.

This section describes acceptable and unacceptable uses of all social media by Employees of the Town. Employees should use their best personal judgment when using any form of social media and must ensure that their use does not violate this or any other Town policy.

Employees' use of social media is also subject to the Town's Anti-Harassment and Anti-Discrimination Policy as well as the Town's other policies and standards of conduct, rules, regulations, and by-laws.

All use of social media must conform to the following regulations:

1. There is no guarantee of privacy for electronic communications. The Town reserves the right to review and/or monitor all electronic records and communications, at any time, with or without notice, including individual user folders and other information stored on the Town's electronic communications systems. In accessing the Internet, including social media sites, users should assume that all connections and sites visited will be monitored and recorded. This examination helps to ensure compliance with Town policies, assists when internal investigations must be conducted and supports the management of the Town's information systems. Use of the Town's electronic communication devices, including but not limited to Town-issued email accounts, Internet services, Intranet, cell phone, smart phones, pagers, Town-owned lap tops and computers provided for remote use, and computer software constitutes acceptance of such monitoring.
2. All users are expected and required to conduct themselves in a manner consistent with the Town's policies and standards of conduct, including, without limitation, the Town's Code of Conduct/Civility Policy.
3. Users must not reveal any confidential or privileged information about the Town, its constituents, or its contractors. Users must be particularly careful to protect against the inadvertent disclosure of confidential information.
4. Users must not harass any other Employees in violation of the Town's Anti-Harassment and Anti-Discrimination Policy regardless of the time, place, form, or manner in which the information is posted or transmitted. Comments may be deemed to violate this Policy even if the Town's name or the names of any of its Employees are not posted in the comment.
5. Users must ensure that they are always honest and accurate when posting information or news, and if they make a mistake must correct it quickly. Users may not post any information or rumors they know to be false about the Town, fellow employees, constituents, suppliers, vendors, contractors or any other entities or individuals.
6. Users may express only their personal opinions and should never represent themselves as a spokesperson for the Town unless specifically designated by the Town. Members of the Police and Fire Departments in particular should be aware of the chain of command. A spokesperson for the Police and Fire Departments can only be authorized and designated by the Chief.

If the Town is a subject of the content created by an employee, the employee should be clear and open about the fact that he/she is an employee of the Town and should make it clear that

his/her views do not represent those of the Town, fellow employees, suppliers, vendors, or any other agent of the Town. Users who publish blogs or other online posts related to the work they do or subjects associated with the Town must make clear that they are not speaking on behalf of the Town. Further, an employee's decision to express their personal opinions does not alleviate their responsibility as an employee to take appropriate action under the circumstances, which may include, but not be limited to, taking action themselves or reporting an issue to a supervisor.

7. Users are expressly prohibited from using social media to engage in any activity or conduct that violates federal, state, or local law (e.g., software or data piracy, child pornography, etc.).
8. Access to and use of social media must not interfere with a User's productivity and/or a User's ability to perform the duties and responsibilities of Employment with the Town. Access to and use of social media during work hours is limited to those utilizing social media for Town purposes as part of their job responsibilities. Personal access to or use of social media during work hours is prohibited, whether on Town information technology devices or personal devices.
9. Users are prohibited from using social media to engage in any activity that constitutes a conflict of interest for the Town or any of its Employees.
10. Department heads and supervisors are expressly prohibited from using any review or recommendation feature or system on a social media site (e.g., LinkedIn) to post reviews or other comments about subordinate employees.

The Town specifically acknowledges that police officers and firefighters may be required to use social media to perform their job duties and that such use, subject to the direction and authorization of the respective Chief, is permissible although such use may otherwise appear to violate this Policy. Such actions, however, will not be deemed to violate this Policy provided the police officer or firefighter acts within the scope of his Chief's direction or authority.

This policy is not intended to interfere with employee rights under Massachusetts General Laws Chapter 150E.

The Town encourages anyone who uses social media in violation of this policy to be honest and admit the error as soon as it occurs. Although errors cannot always be erased, prompt notification can make a significant difference in the Town's ability to correct or remedy the issue.

#### Procedures

Complaints or Problems of Misuse – Should any Employee or official of the Town receive or become aware of a violation of this policy, the Employee should report the violation to the Assistant Town Manager.

The Town prohibits taking action against any employee for reporting a possible deviation from or violation of this Policy or for cooperating in an investigation. Any employee who retaliates against another employee for, in good faith, reporting a potential violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### Questions

Anyone who is unsure whether a particular posting or contribution to online social media violates this policy is encouraged to ask the Assistant Town Manager or, in the case of the Police and Fire Departments, the respective Chiefs.

Sanctions

Any User who violates this Policy shall be subject to appropriate discipline, up to and including termination of employment.1 The Town intends to follow each provision of this Policy but reserves the right to change any provision at any time if circumstances warrant or require. A failure to enforce this Policy does not constitute a subsequent waiver of any violation of this Policy. This Policy shall be read and interpreted in conjunction with all other Town policies and procedures.





## APPENDIX C: STANDARD OF CONDUCT/CIVILITY POLICY

The Town of Foxborough municipal government desires to set a standard of the highest professionalism, civility and respect for employees, volunteers, residents and visitors through personal interactions and any other methods of communication. Additionally, as the controlling governmental body of the Town of Foxborough, the Board of Selectmen shall model this behavior for the Town.

Accordingly, no employee, member of a Board, Commission or Committee, or any other person engaged by or acting on behalf of the Town of Foxborough, shall enter into any verbal discussions or other form of communication by any means without employing the highest standards of personal integrity, truthfulness, honesty, civility and fairness in carrying out his or her public duties. Failure to do so is a violation of this policy.

### Definitions/Standards

Civility: Respect and civility, from all employees, volunteers, those representing the Town, and those in attendance at any Town function, shall be maintained at all times, including and especially during public meetings. Public meetings are to be free from disrespect, creating a public embarrassment, and/or personal attacks on any person whether present or absent from the proceedings. Town Officials and employees, as well as the public, shall be free to express their ideas-- as is their right-- without the threat of harassment and/or intimidation. All persons, as mentioned, shall not be verbally or physically accosted for any reason, at any time. While disagreements about issues are acceptable, becoming disagreeable is not.

Integrity: No promises or commitments that cannot be reasonably and lawfully fulfilled shall be made by any party working for or representing the Town of Foxborough. Appropriate social, ethical, and organizational norms in all Town related activities shall be maintained at all times. Acting with integrity includes a commitment to honesty, truthfulness, fairness, follow-through and completing tasks and duties to the highest standard possible.

Respect: All persons shall be treated in a fair and equitable manner, without exception. No employee, member of any board, commission or committee, or person representing the Town of Foxborough, shall at any time for any reason raise his/her voice, demean, or purposefully embarrass any person in any Town building, on any Town property, or at any meeting, presentation, or event sponsored by the Town. It is expected that any person doing business in Town buildings or at a Town event shall be similarly respectful to all others in attendance and those responsible for the event.

Ethics: The highest standards of professional behavior and compliance with all Commonwealth of Massachusetts and Ethics Commission laws, regulations, and policies under which we operate as a Town, shall be maintained at all times.

Communications: All parties mentioned above shall strive to be open, consistent, truthful, and respectful in all communications, written and verbal, as this is vital for reflective and sound decision- making for our community. There will also be a commitment to confidentiality of privileged communication that occurs in Executive Sessions and/or involves matters related to personnel, collective bargaining and threatened, pending or ongoing litigation.

Teamwork: The Town, including all Departments, Boards, Commissions, Councils, Committees, and other public bodies, shall promote an atmosphere of teamwork and mutual respect to achieve organizational

goals, recognizing at all times that unity of purpose and effort leads to productivity and greater accomplishments for our Town.

Enforcement

While it is expected that everyone will abide by the code of conduct and remind colleagues and peers of their obligations, it is the responsibility of Committee, Commission and Board Chairs as well as the Town Manager and Department Heads to enforce the code of conduct. Violations will not be tolerated and may result in disciplinary action.

Reporting

Employees shall report violations to their supervisors and/or the Assistant Town Manager.



## APPENDIX D: ELECTRONIC COMMUNICATIONS & COMPUTER USE POLICY

### 1. INTRODUCTION

This Policy is intended to provide guidance on the appropriate use of the Town's electronic communication and information equipment and systems ("Systems"). Such Systems include, but are not limited to, computer workstations, laptops, tablets, hardware and software, email, telephones, cellular phones, smartphones, facsimile machines, and the Internet. Anyone who has access to the Town's systems shall sign and accept this policy.

Use of the Town's Systems shall constitute acceptance of the terms of this Policy and any such additional related policies that may be issued by the Town. Access and use of the Town's Systems is intended for Town work related purposes, including communicating with coworkers and colleagues, and researching topics relevant to Town business. All existing state, federal, and local laws and Town policies apply to conduct while using the Town's Systems, particularly those that govern intellectual property protection, sexual or other harassment, civility, misuse of Town resources, privacy rights, and confidentiality. This Policy sets forth general guidelines and examples of prohibited uses of the Town's Systems for illustrative purposes, but does not attempt to identify all required or prohibited activities by users. Questions regarding whether a particular activity or use is acceptable should be directed to the Town Manager. These guidelines may be supplemented by more specific administrative procedures and rules governing day-to-day management and operation of the Town's Systems. Furthermore, this Policy may be amended from time to time, and is meant to be read in conjunction with all other applicable policies of the Town of Foxborough.

### 2. PRIVACY

**Users should not expect any right of privacy in said Systems, including electronic communications and information made or stored on the Town's Systems.** The Town (the Town Manager or their designee) retains the right to inspect its Systems, including any Town-owned or leased computer or electronic communications equipment, any data contained in such equipment, and any data sent or received by that equipment. The Town will exercise that right when reasonable and in pursuit of legitimate needs for supervision, control, and the efficient and proper operation of the workplace. Users should be aware that appropriately-authorized network administrators may monitor network traffic, and/or access all files, including e-mail files and Internet use history, stored on any equipment. All electronic files and documents originating from or passing through the Town's Systems are considered to be the property of the Town.

### 3. SECURITY

All usernames and passwords are for the exclusive use of the individual to whom they are assigned. The user is personally responsible and accountable for all activities carried out under his/her username, and should take all reasonable precautions to protect his/her password. The password associated with a particular username must not be given or divulged to another person (with the exception of the Systems administrator). No one may use, or attempt to use, a username or password assigned to another person, or pose as another user.

#### 4. INTERNET GUIDELINES

While we increasingly use the Internet as a tool in the workplace, misuse or abuse of the Internet can result in wasted time, as well as potentially violate laws, bylaws, regulations, or other Town policies. Therefore, users should adhere to the following Internet Guidelines.

- A. Use for Official Business. It is the Town's policy to restrict Internet access to official Town business. Abuse, in the opinion of the Town Manager, of the Internet for personal matters is prohibited.
- B. Authorization. Authorization for Internet access must be obtained through the Systems administrator. Once authorization is approved, each user is responsible for the security of his or her account password and will be held responsible for all use or misuse of such account (see Section 3, Security, above).
- C. Compliance with Laws. Users must not utilize the Internet to knowingly violate any state, federal or local law, or the laws of any other nation. United States copyright and patent laws may apply to information and material(s) accessed through the Internet, and care should be taken to not violate the copyrights or patents of others on or through the use of the Internet.
- D. Viruses. All appropriate precautions should be taken to detect viruses, including scanning all computer files (including attachments) that are downloaded and/or opened from the Internet, before installation or execution of such files/attachments. Users should direct any questions regarding the proper use of virus detection software to the Systems administrator prior to downloading and/or opening any computer files, attachments or hyperlinks. If you suspect virus, malware, or other intrusion, notify the Systems administrator.
- E. Town Monitoring. As noted above, **users should not have any expectation of privacy as to their computer or Internet usage, including the receipt and sending of e-mail.** It is possible for the Town to monitor Internet usage histories and/or patterns, and the Town may inspect, without limitation, any portion of its Systems, including files stored either on the computer hard drive or the Town's server, to the extent necessary to ensure compliance with this Policy or any other applicable state, federal, or local law or Town policy.
- F. Prohibited Practices.
  - 1) Users shall not use Town computers knowingly to download or distribute pirated software or data. Any software or files downloaded via the Internet may be used only in ways that are consistent with their licenses or copyrights. The downloading of games or other programs for amusement/entertainment purposes is strictly prohibited.
  - 2) Users shall not make an unauthorized attempt to enter into another person's computer (commonly referred to as "hacking").
  - 3) All computer hardware and software shall at all times remain the property of the Town of Foxborough, and may not be removed, without permission of the Town Manager, from their respective sites or downloaded onto personal computer equipment. The installation or upgrade of computer software programs on computer hardware, without the express written approval of the Systems Administrator, is strictly prohibited.
  - 4) Users must not utilize the Internet to deliberately propagate any virus, worm, "Trojan horse," trap-door or back-door program code, or knowingly disable or overload any computer system or network, or to circumvent any security system intended to protect the privacy or operational integrity of another user.
  - 5) Users shall not disclose confidential information or promote personal political beliefs, discrimination, sexual harassment, and any unlawful activity; nor shall the Town's computers be used for private financial gain, or commercial, advertising or solicitation purposes.

- 6) Use of the Town's Systems, including computers, to display any kind of image or document that is obscene, pornographic, sexually explicit or sexually suggestive, is prohibited. Additionally, these materials may not be viewed, archived, stored, distributed, edited, or recorded using the Town's network, printing, or computing resources.
- 7) Users shall not utilize the Town's Systems for the purpose of sending "chain-letters," unsolicited mass e-mails, or other "spam."
- 8) Users shall not maliciously use or disrupt the Town's computers, networks, or Internet services; nor breach the Systems' security features; nor misuse or damage the Town's equipment; nor misuse passwords or accounts; nor attempt to access unauthorized sites; nor use the Town's Systems after such access has been denied or revoked; nor attempt to delete, erase or otherwise conceal any information stored on any portion of the Town's Systems.
- 9) Users shall not abuse access to the Internet for non-work-related purposes, including but not limited to: social networking sites such as, but not limited to Facebook, Twitter, and LinkedIn, non-work-related blogs or websites, or personal shopping sites using either the Town's Systems or devices supplied by the user.

## 5. ELECTRONIC MAIL (E-Mail) GUIDELINES

- A. The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third party. Users must exercise caution and care when transferring such material in any form.
- B. The Secretary of State's Office of the Commonwealth has determined that email qualifies as "public records," as defined in Chapter 4, section 7(26) of the Massachusetts General Laws. Therefore, all email sent by or received through the Town's Systems shall be archived by the Systems administrator.
- C. Users should be aware that opening programs or files attached to email messages may cause computer viruses to infect the Town's Systems, and thus should only open such attachments from anticipated and trusted sources.
- D. Employees shall not broadcast messages to all employees via email without permission from the Town Manager.
- E. Town email is to be used for official Town business only.

## 6. TELEPHONE USAGE

Telephones (including mobile and smartphones, if authorized) are provided for business use. Personal telephone calls may be permitted, but users should exercise good judgment in making such calls. Managers/department heads are responsible for monitoring their employees' telephone usage. Excessive usage for non-business-related purposes, as well as misuse of telephones, such as to make harassing or threatening calls, may result in discipline, up to and including termination from employment.

## 7. VIOLATIONS OF POLICY

A violation of this Policy may result in either the suspension or permanent loss of the privilege to use the Town's Systems. It may also result in disciplinary action being taken against the employee, up to and including termination from employment. Additionally, users shall be personally liable for any losses, costs or damages incurred by the Town related to violations of this Policy. Similarly, the illegal use of the Town's Systems may result in referral to law enforcement authorities. Employees shall report violations of this Policy to their supervisor, or in the case of department heads, directly

to the Town Manager. Retaliation against another user for reporting a violation or violations of this Policy, including the use of email or the Internet in a retaliatory manner, is strictly prohibited by the Town.

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**APPENDIX E: HOLIDAY DATES**

**Fiscal Year 2023**

Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Veterans' Day	Friday, November 11, 2022
Pre-Thanksgiving Half Day	Wednesday, November 23, 2022 (Close at Noon)
Thanksgiving Day	Thursday, November 24, 2022
Day After Thanksgiving	Friday, November 25, 2022
Pre-Christmas Half Day	Friday, December 23, 2022 (Closed)
Christmas	Monday, December 26, 2022
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023
Patriots' Day	Monday April 17, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth	Monday June 19, 2023

**Fiscal Year 2024**

Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Columbus Day	Monday, October 9, 2023
Veterans' Day	Friday, November 10, 2023
Pre-Thanksgiving Half Day	Wednesday, November 22, 2023 (Close at Noon)
Thanksgiving Day	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 24, 2023
Pre-Christmas Half Day	Friday, December 22, 2023 (Off)
Christmas	Monday, December 25, 2023
New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Presidents' Day	Monday, February 19, 2024
Patriots' Day	Monday April 15, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday June 19, 2024

**Fiscal Year 2025**

Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Columbus Day	Monday, October 14, 2024
Veterans' Day	Monday, November 11, 2024
Pre-Thanksgiving Half Day	Wednesday, November 27, 2024 (Close at Noon)
Thanksgiving Day	Thursday, November 28, 2024
Day After Thanksgiving	Friday, November 29, 2024
Pre-Christmas Half Day	Tuesday, December 24, 2024 (Close at Noon)
Christmas	Wednesday, December 25, 2024
New Year's Day	Wednesday, January 1, 2025

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*[Signature]*

Martin Luther King Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Juneteenth

Monday, January 20, 2025  
Monday, February 17, 2025  
Monday April 21, 2025  
Monday, May 26, 2025  
Thursday June 19, 2025

mea  
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