

Agreement

Between

Town of Duxbury

and



Duxbury Free Library Employees Chapter

July 1, 2022 – June 30, 2025

www.seiu888.org

TABLE OF CONTENTS

<u>PREAMBLE</u>	5
<u>ARTICLE 1 – RECOGNITION</u>	5
<u>ARTICLE 2 – MANAGEMENT RIGHTS</u>	5
<u>ARTICLE 3 – DUES CHECK-OFF</u>	7
<u>ARTICLE 4 – UNION BUSINESS</u>	7
<u>ARTICLE 5 – GRIEVANCE AND ARBITRATION</u>	8
<u>ARTICLE 6 – NO STRIKE</u>	9
<u>ARTICLE 7 – NON-DISCRIMINATION</u>	9
<u>ARTICLE 8 – DISCIPLINE AND DISCHARGE</u>	10
<u>ARTICLE 9 – EMPLOYEES</u>	10
<u>ARTICLE 10 – SENIORITY</u>	10
<u>ARTICLE 11 – TEMPORARY SERVICE IN HIGHER CLASSIFICATION</u>	11
<u>ARTICLE 12 – HOURS OF WORK</u>	11
<u>ARTICLE 13 – OVERTIME; COMPENSATORY LEAVE</u>	13
<u>ARTICLE 14 – JOB POSTING FOR PROMOTIONS</u>	13
<u>ARTICLE 15 – EDUCATION</u>	15
<u>ARTICLE 16 – HOLIDAYS</u>	15
<u>ARTICLE 17 – VACATION</u>	16
<u>ARTICLE 18 – SICK LEAVE</u>	17
<u>ARTICLE 19 – BEREAVEMENT LEAVE</u>	19
<u>ARTICLE 20 – PERSONAL DAYS</u>	19
<u>ARTICLE 21 – MILITARY LEAVE</u>	21
<u>ARTICLE 22 – COURT LEAVE</u>	20
<u>ARTICLE 23 – PERSONAL LEAVE OF ABSENCE</u>	21
<u>ARTICLE 24 – FAMILY AND MEDICAL LEAVE</u>	21
<u>ARTICLE 25 – SMALL NECESSITIES LEAVE ACT</u>	21
<u>ARTICLE 26 – HEALTH INSURANCE</u>	21
<u>ARTICLE 27 – LIFE INSURANCE</u>	21
<u>ARTICLE 28 – REDUCTION IN FORCE</u>	21
<u>ARTICLE 29 – HEALTH AND SAFETY</u>	23
<u>ARTICLE 30 – EXCHANGE OF VIEWS</u>	23
<u>ARTICLE 31 – MILEAGE REIMBURSEMENT</u>	23
<u>ARTICLE 32 – TECHNOLOGICAL CHANGE</u>	23
<u>ARTICLE 33 – PERSONNEL RECORDS</u>	23
<u>ARTICLE 34 – BULLETIN BOARD</u>	245
<u>ARTICLE 35 – WAGES</u>	24
<u>ARTICLE 36 – DISABILITY INSURANCE</u>	24
<u>ARTICLE 37 – CORI</u>	24
<u>ARTICLE 38 – SAVINGS CLAUSE</u>	24
<u>ARTICLE 39 – STABILITY OF AGREEMENT</u>	25
<u>ARTICLE 40 – NON-WAIVER CLAUSE</u>	25
<u>ARTICLE 41 - CIVILITY AND CONFLICT RESOLUTION STANDARDS</u>	26
<u>ARTICLE 42 - ANTI-HARRASSMENT AND DISCRIMINATION</u>	26
<u>ARTICLE 43 – DURATION</u>	26
<u>ARTICLE 44 - CROSS TRAINING</u>	27
<u>ARTICLE 45 – PERFORMANCE EVALAUTIONS</u>	27

ARTICLE 46 – BARGAINING UNIT WORK.....27

ADDENDUM A – WAGE SCHEDULE 28

ADDENDUM B - EMPLOYEE COMMITTEE AGREEMENT 29

ADDENDUM C - LEAVE PROVISIONS (FMLA, MMLA, SNL)32

ADDENDUM D - JOB DESCRIPTIONS39

ADDENDUM E - REASONABLE SUSPICION POLICY.....45

ADDENDUM F - PERFORMANCE APPRAISAL SYSTEM.....45

PREAMBLE

This Agreement made and entered into on July 1, 2022, between the Town of Duxbury, hereinafter referred to as “the Town,” and the Service Employees International Union, CTW-CLC, Local 888, on behalf of Duxbury Free Library Employees, hereinafter referred to as “the Union.”

ARTICLE 1 – RECOGNITION

- 1.1 The Town voluntarily recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment of all full-time and regular part-time employees of the Duxbury Free Library in the classifications of Librarian, Library Associate and Library Assistant who work at least seven (7) hours per week, over a six-month period, and specifically excluding the classifications of Library Director, Division Heads, Department Administrative Assistant, Temporary Employees, and all other employees.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.1 The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:
- (a) the operation and direction of the affairs of the Library in all of their various aspects, including, but not limited to, technical services, circulation and community services, children’s services and reference services;
 - (b) the determination of the level of services to be provided;
 - (c) the direction, control, supervision and evaluation of employees, including the frequency of evaluations and the conducting of the evaluation;
 - (d) the determination of new employee classifications, provided, however, the Union shall have the right to bargain over the wage for any new classification;
 - (e) the determination and interpretation of new job descriptions, including the determination and re-determination of job content and the requirement that related duties connected with the departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;
 - (f) the increase, diminishment, change or discontinuation of operations in whole or in part;
 - (g) the institution of technological changes or the revising of processes, systems or equipment from time to time;
 - (h) the alteration, addition or elimination or existing methods, equipment, facilities or programs;

- (i) the determination of the location, organization, and number of employees;
- (j) the assignment of duties and work assignments including the change of duties and work assignments from time to time, subject to the terms of the Collective Bargaining Agreement;
- (k) the establishment and change of employees' hours of work, subject to the terms of the Collective Bargaining Agreement;
- (l) the granting and scheduling of leaves, subject to the terms of the Collective Bargaining Agreement;
- (m) the scheduling and enforcement of working hours, subject to the terms of the Collective Bargaining Agreement;
- (n) the requirement and assignment of overtime, subject to the terms of the Collective Bargaining Agreement;
- (o) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;
- (p) the hiring or promotion of employees, including the determination of qualifications and requirements for the position or promotion, subject to the terms of the Collective Bargaining Agreement;
- (q) the suspension, discipline or discharge of employees, subject to the terms of the Collective Bargaining Agreement;
- (r) the layoff of employees due to lack of funds or of work, subject to the terms of the Collective Bargaining Agreement;
- (s) the temporary relief of employees due to the incapacity to perform duties, subject to the terms of the Collective Bargaining Agreement and provided that the Union Steward shall be notified thereof;
- (t) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary; and the Town will have the right to invoke these rights and make such changes in these items as the Town, in its sole discretion may deem appropriate without negotiation with the Union.
- (u) the hiring of temporary employees to fill employee positions where the employee is on an approved leave of absence and after bargaining unit members have had the opportunity to fill the hours.

2.2 Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Library Director or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Library.

- 2.3 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Library, shall be final and binding, and shall not be subject to the grievance provisions of this Agreement.

ARTICLE 3 – DUES CHECK-OFF

- 3.1 The Town shall deduct regular Union dues in the amount stated by the employee, from the employee's regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.
- 3.2 The Union agrees to indemnify and save the Town harmless against any and all claims, suits, or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE 4 – UNION BUSINESS

- 4.1 The Union Steward or designated Committee Representative(s) shall be granted reasonable time off, without loss of pay, during working hours to investigate and settle grievances and to negotiate contracts. Time off shall be subject to the Library Director's approval and shall not be unreasonably denied.
- 4.2 Up to three employees of the bargaining unit, negotiation committee will be released for contract negotiations with no loss of pay or benefits. If an employee is not scheduled to work no pay will be provided for meetings between the Town and the Union for the purpose of negotiating the terms of the collective bargaining agreement.
- 4.3 A Union Representative will be permitted to visit the Library for the purpose of individual discussions of working conditions and/or grievances with employees, or discussions with management, during off-duty time (i.e., breaks, meal periods or before/after scheduled work hours), provided such discussions do not interfere with the performance of duties assigned to employees.
- 4.4 Permission for Union meetings to be held at the Library shall be obtained from the Library Director and shall not be unreasonably denied.

ARTICLE 5 – GRIEVANCE AND ARBITRATION

- 5.1 For purposes of this Article, a "grievance" will be defined as an actual dispute arising during the term of this Agreement between the Town and the Union and/or any employee or group of employees concerning an alleged violation of any of the express terms of this Agreement or the interpretation of this Agreement.

- 5.2 The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance may be commenced more than ten (10) days after the occurrence of the incident or event upon which the grievance is based.
- 5.3 All grievances will be handled in accordance with the grievance procedures set forth in this Article. References to periods of days in this Article will not include Saturdays, Sundays, or holidays. The employee may have a Union representative accompany him/her in any meeting with a Town representative concerning a grievance.
- (a) Step 1: Within ten (10) days of the event giving rise to the grievance, the employee or the Union will file a grievance, in writing, either in person or through the Union Representative, with the Library Director, with a copy to the Town Manager. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been violated, and (d) the remedy sought. The date the grievance is submitted to the Library Director will constitute the commencement date of the grievance. The Library Director will meet with the employee and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached, the Library Director will submit a written decision within ten (10) days of receipt of the grievance.
- (b) Step 2: If the grievance is not resolved at Step 1 or answered by the Library Director within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Town Manager with a copy to the Library Director, not later than ten (10) days from the date the Library Director's response was due. The Town Manager will meet with the employee and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached, the Town Manager will submit a written decision within fifteen (15) days after the date of receipt of the appeal.
- (c) Step 3: In the event that the grievance is not satisfactorily resolved at Step 2, the Union may submit the matter to final and binding arbitration by the American Arbitration Association, within thirty (30) days of the Town Manager's decision, relative to any dispute concerning the interpretation or application of this written Agreement.
- 5.4 The award of the arbitrator shall be final and binding upon all parties.
- 5.5 The arbitration proceeding shall be subject to the following conditions:
- (a) The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
- (b) The arbitrator shall not render a decision contrary to state or federal law.
- (c) Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.
- (d) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. If the Union requests a copy of the transcript, both parties shall share the expense of providing a copy of the transcript to the arbitrator. If the Union does not

request a copy of the transcript, the Town shall bear the expense of providing a copy of the transcript to the arbitrator.

- (e) Grievances may be settled without precedent at any stage of this procedure.
- (f) The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

5.6 The Union's failure to initiate any Step within the appropriate time limit shall result in barring the grievance.

5.7 The failure of the Library Director or the Town Manager to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration.

5.8 The time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 6 – NO STRIKE

6.1 No employee covered by this Agreement will engage in, induce, or encourage any strike, work stoppage, slowdown, sickout, obstructional picketing¹, sympathy strike, or withholding of services from the Town, refusal to perform in whole or in part duties of employment, and the withholding of overtime services.

6.2 The Union agrees that 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, sickout, obstructional picketing², sympathy strike or withholding of services, refusal to perform in whole or in part duties of employment, and withholding of overtime services.

6.3 The Union agrees that should any employee or group of employees covered by this Agreement engage in any prohibited practice set forth in Section 7.1 and 7.2 above, the Union will forthwith disavow such activity and take all reasonable means to induce such employee or group of employees to terminate such prohibited practice as set forth in Section 7.1 and 7.2 above.

6.4 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 just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

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

ARTICLE 7 – NON-DISCRIMINATION

¹ Informational Picketing is not prohibited.

² Informational Picketing is not prohibited.

- 7.1 The parties to this Agreement agree that they will not discriminate against or in favor of any member of the bargaining unit on account of race, creed, religion, color, religious creed, national origin, ancestry, sex, sexual harassment, sexual orientation, gender identity, age, criminal record (inquiries only), disability, mental illness, retaliation, military status, genetics, pregnancy, pregnancy-related disability, parental leave (biological and adoptive parents). There shall be no discrimination against any member of the bargaining unit due to his/her activity or non-activity, or membership or non-membership, in the Union.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

- 8.1 New employees in the bargaining unit will be probationary for their first six (6) months of employment with the Library. Employees may be disciplined or discharged during the probationary period without cause or notice.
- 8.2 No discipline or discharge of a probationary employee shall be subject to the grievance arbitration article.
- 8.3 No bargaining unit employee who has completed the probationary period shall be suspended, demoted, disciplined or discharged without just cause.

ARTICLE 9 – EMPLOYEES

- 9.1 Regular Full-Time Employees. Library employees who work at least thirty-five (35) hours per week are regular full-time employees.
- 9.2 Regular Part-Time Employees. Library employees who work less than thirty-five (35) hours per week are regular part-time employees.
- 9.3 If the library is closed on a day that any employee is regularly scheduled to work, the employee will receive pay for his/her normally scheduled hours for that day.
- 9.4 Benefit Employees. In order to be eligible for benefits under this Agreement, employees must be regularly scheduled to work twenty (20) or more hours per week, except as specifically provided in Article 16 – Holidays, Section 16.2.
- 9.5 Regular Intermittent Employees. Library employees who work on an “as needed” basis determined by the workload in the Library throughout the year.
- 9.6 Exempt Employees. Library employees who are required to have a master’s degree in library science or its equivalent as a condition of employment.
- 9.7 Non-Exempt Employees. Library employees who are not required to have an advanced professional degree as a condition of employment.

ARTICLE 10 – SENIORITY

- 10.1 **Definition.** For the purposes of this Agreement, seniority shall be defined as the length of service at the Duxbury Free Library in the positions covered by this Agreement. For vacation assignments within a classification, seniority shall prevail in case of conflicts.

- 10.2 Accrual. Seniority shall continue to accrue while an employee is on an approved paid leave. Seniority shall not continue to accrue while an employee is on an approved unpaid leave in excess of thirty (30) calendar days. If an employee resigns, is discharged, or is not re-appointed, the employee shall lose all seniority.
- 10.3 An employee will not lose employer wide seniority for benefits and entitlements or benefit accruals (e.g. sick, vacation, and personal leave) obtained in another Duxbury municipal department when transferring to or from the Personnel Plan or from one collective bargaining unit to another collective bargaining unit. Bargaining unit seniority shall prevail with regard to any other seniority right which may exist under the CBA, including but not limited to posting for positions and reductions in force.
- 10.4 Benefit Eligibility. Full-time continuous service with the Town will be credited for purposes of determining benefit eligibility. Part-time continuous service with the Town will be credited for purposes of determining benefit eligibility on a pro-rata basis.
- 10.5 Seniority for purposes of benefits (e.g., vacation accrual/award, longevity, etc.), if the separation is for 24 months or less, shall be calculated based upon original hire date with the Department minus separation time. However, in regard to seniority, lay-off, bumping, recall, re-hire, other procedural issues (e.g., vacation scheduling, promotions, etc.) seniority within the bargaining unit shall be calculated based upon the date the employee was rehired. The Town may hire employees who have previously separated from employment with the Duxbury Library, at up to step 3 of the salary schedule based upon their prior work experience in the Duxbury Library.

For employees with continual library service, seniority within the bargaining unit shall be calculated based upon the date the employee was last in the union, and benefits, including step placement, will be based upon the original date of hire in the Union.

ARTICLE 11 – TEMPORARY SERVICE IN HIGHER CLASSIFICATION

- 11.1 An employee who is assigned by the Library Director to work for thirty (30) calendar days or more in a higher classification shall be paid retroactively at the rate which the employee would be entitled had he/she been promoted to that higher classification.

ARTICLE 12 – HOURS OF WORK

- 12.1 Non-exempt employees shall work thirty-five (35) hours per week, unless the employee is a part-time employee as defined in Article 10 of this Agreement.
- 12.2 The workweek for all full-time employees shall consist of five (5) workdays.
- 12.3 All employees working a six (6) hour day are entitled to a thirty (30) minute unpaid meal period and two fifteen (15) minute paid rest periods, one prior to and one following the meal period, as scheduled by the Library Director or designee after consultation with the employee.
- 12.4 A part-time employee who works at least four (4) but less than six (6) hours shall be entitled to a fifteen (15) minute paid rest period. Part-time employees working less than six (6) hours per day may elect to extend their day by fifteen (15) minutes (unpaid) allowing for time to be

added to their fifteen (15) minute rest period to create one thirty (30) minute meal period, provided said extension does not result in the employee being regularly scheduled to work twenty (20) hours or more per week and that the Director has determined that said extension will not create a coverage issue (note: occasional absences of other employees would not be considered a coverage issue for purposes of this section). The Director will determine whether the additional fifteen (15) minutes will lengthen the beginning or end of the work day.

- 12.5 The work schedule for exempt employees shall be determined by the Library Director after consultation with the employee. With the Library Director's approval, exempt employees who provide authorized service beyond forty (40) hours in one week may elect time off of one (1) hour for each one (1) hour of work, within the same pay period.
- 12.6 With the Supervisor's prior approval, an employee's hours may be flexed to accommodate the library's needs or the personal needs of the employee.
- 12.7 If, within a department, two (2) employees want to switch (swap) their scheduled work hours, the employees will obtain the prior approval of the Library Director or his/her designee.
- 12.8 Attendance at professional meetings and workshops, with the Library Director's approval, shall be considered part of the employee's work schedule. Requests will be submitted to the supervisor when possible at least thirty (30) days before the meeting or workshop, but if the request is made less than thirty (30) days the supervisor may still consider the request.
- 12.9 If the Library Director identifies the need for the permanent change in scheduled hours or the need for additional hours, he/she will seek appropriate coverage based on management needs and employee preferences.
- 12.10 If the Town requires a substantial, permanent change in the Library's hours of operation, the Town shall notify the Union and provide an opportunity to negotiate the impact of the change, consistent with M.G.L. c. 150E.
- 12.11 If the Board of Trustees elects to close the Library, any employee otherwise scheduled to work will be paid their regular pay for these hours.
- 12.12 Nothing in this Article shall prohibit the Town from exercising its management rights as outlined in Article 2 of this Agreement to alter hours of work or schedules as needed.
- 12.13 For scheduled absences, extra hours will be offered to substitute employees only after first being offered to regular employees. No employee will accept extra shifts that will put their total weekly hours in excess of 40 hours unless expressly approved by the Library Director. For unscheduled absences, the supervisor may fill the shift with substitute employees or part-time employees at the discretion of the supervisor.
- 12.14 For the purpose of calculation a "workday" has been established as the weekly number of hours of the employee divided by 5. This calculation is used for holiday pay as well as benefit leave. A sick day would result in the number of hours that would otherwise have been worked by the employee that day being deducted from the employee's accumulated time. The employee on the skeleton day after Thanksgiving would receive pay based on the number of hours he/she would have otherwise worked on that day.

ARTICLE 13 – OVERTIME; COMPENSATORY LEAVE

13.1 Overtime Service and Rate.

- (a) The Town shall pay one and one-half (1 ½) times the base hourly rate for all hours actually worked in excess of forty (40) hours in any one work week. Employees will receive their base rate of compensation for all hours actually worked over their regularly scheduled hours, but less than forty (40) hours, in one week. Overtime shall be based on time actually worked. Holidays and vacation leave shall be considered as time worked.
- (b) Non-Exempt employees, with the exception of temporary employees and intermittent employees, will receive one and one-half (1 ½) times the base hourly rate for all hours actually worked on a Sunday.
- (c) Full Time Exempt employees who work on a Sunday will receive an additional day off to be used within the same pay period, unless otherwise authorized, subject to staffing needs as determined by the Library Director.
- (d) Part Time Exempt employees may be assigned to work on Sundays as part of their regular seasonal schedule, and will not receive an additional day off during the week.

13.2 Overtime Distribution. Insofar as practicable in the assignment of overtime service, the Library Director will apply the following standards, consistent with efficient performance of the work involved and the best interests of the operation of the Library:

- (a) Overtime will be awarded on an equal opportunity basis. (It is the intent of this standard that each employee shall be afforded an equal number of opportunities to serve with no obligation on the part of the Library Director to equalize actual overtime hours.)
- (b) To be eligible for overtime service employees must, in the opinion of the Library Director, be capable of performing the particular overtime task.
- (c) Where overtime service is necessary on a particular job at the end of the working day, the overtime opportunity may be offered to the person doing that particular job on that day, without need of calling in another person under clause (a) above.
- (d) Where overtime service is necessary with respect to a particular job on a day when a person who ordinarily handles that job is not on duty, the overtime opportunity can be granted to that person without need of calling in another person under clause (a) above.

13.3 Compensatory Leave. Non-exempt employees who perform authorized services beyond their regular schedules may elect to receive compensatory time off at a rate of one (1) hour for each hour of employment. All compensatory time must be used within the same pay period, unless otherwise authorized, and shall be subject to staffing needs as determined by the Library Director.

ARTICLE 14 – JOB POSTING FOR PROMOTIONS

14.1 When a position covered by this Agreement becomes vacant, and the Town intends to fill such vacancy, or when the Town creates a new position within the bargaining unit, such vacancy

shall be posted in a conspicuous place listing the pay and general duties and qualifications. The notice shall remain posted for ten (10) calendar days. Employees interested shall apply in writing within the posted period.

- 14.2 A copy of the posting shall be forwarded to the Union Steward.
- 14.3 The Library Director will base his/her selection of a member of the bargaining unit on the following criteria:
 1. Qualifications
 2. Experience
 3. Job Performance
 4. Seniority (provided the employees are equal on the first three criteria)
- 14.4 The selection of candidates will not be subject to Article 6, Grievance and Arbitration Procedure, but the procedures described in this Article will be subject to Article 6.
- 14.5 It is the policy of the Library to fill positions in the unit by upgrading or promoting qualified members of the bargaining unit. Nothing in this Article will prohibit the Town from hiring from outside the bargaining unit.
- 14.6 The assignment of supervisory duties is subject to the Library Director's discretion and is not subject to this Article.

ARTICLE 15 – EDUCATION

- 15.1 The Town will provide tuition assistance to full-time employees covered by this Agreement who have been employed for at least one (1) year at the Library.
- 15.2 Tuition assistance is available for courses toward a degree in Library Science or for courses toward a graduate degree in Library Science, or for courses toward a graduate degree in media or other degree with a heavy concentration in library science, or for library-related courses, approved in advance by the Library Director.
- 15.3 Tuition reimbursement will be provided up to five hundred dollars (\$500) per semester or three hundred and fifty dollars (\$350) per trimester, whichever is applicable, with a maximum of one thousand dollars (\$1,000) per calendar year. Effective July 1, 2021, there shall be a bargaining unit cap of Two Thousand Dollars (\$2,000) per fiscal year on a first-come, first-served basis. If an employee separates employment prior to submission for reimbursement, the employee shall not be eligible for reimbursement.
- 15.4 Tuition reimbursement is subject to receipt of a grade of B or better, or a passing grade in a pass/fail course.
- 15.5 To be reimbursed, an employee must submit a letter to the Library Director before the course begins stating intention to take a course and to receive tuition reimbursement from the Town. Upon completion of the course, employees must submit a second letter to the Library Director stating completion of the course along with proof of grade received (unofficial

transcript is acceptable) and proof of payment. If approved, reimbursement will be mailed to the employee's home address on file

ARTICLE 16 – HOLIDAYS

16.1 The Town shall provide twelve (12) paid holiday leave days. The holidays observed are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

16.2 Section 16.1 shall apply only to regular full-time employees in pay status. Regular part-time employees that are regularly scheduled to work twenty (20) hours or more, but less than thirty-five (35) hours per week, and are in pay status, shall receive no less than five (5) of the paid holiday leave days per year as identified in Section 17.1 to be accommodated through scheduling by the Library Director or the Library Director's designee.

16.3 The Friday after Thanksgiving shall be considered a "skeleton day." The scheduling of time off granted by this section shall be based on seniority within the Library. Such time off shall also be scheduled on a rotating system. Any employee who has accumulated vacation and/or personal time who was scheduled to work the skeleton day and who is granted the skeleton day off shall be required to use said accumulated time for said leave. Any employee, including employees who are regularly scheduled to work less than twenty (20) hours per week, required to work will be given an alternate day as requested and subject to approval by the Library Director.

16.4 If the holiday occurs during an employee's vacation, the holiday shall not be considered a vacation day. If the holiday falls within a period of sick leave, the employee shall receive holiday pay for the day in question and will not be charged with a sick day.

16.5 If the Board of Trustees elects to close the Library early on the eve of any of the holidays listed in Section 17.1 above, any employee otherwise scheduled to work the eve of the holiday after the Library is closed will be paid their regular pay for those hours.

16.6 An employee who is required to attend a religious observance or practice as a tenet of an established religion, will be permitted, based on operation considerations, to flex his/her schedule with the prior approval of the Library Director, or to take the day off without pay or use accrued personal or vacation days. If the day is taken without pay, the day will be treated as a paid day for the purpose of determining benefit entitlement, and/or towards calculating health insurance benefits.

16.7 If an employee calls in sick a work day before or a work day after a holiday, a doctor's note will be required if there is a suspicion of abuse (such as a pattern of using sick days before or after a holiday). In such circumstances, the employee will be advised that for the following one-year period, a doctor's note will be required, if a doctor's note is required and not provided by the employee, the holiday will be unpaid.

ARTICLE 17 – VACATION

- 17.1 Vacation pay for all eligible employees will be based on the normal weekly hours of employment (exclusive of overtime) during thirty (30) weeks preceding July first and at the rate at the time the vacation is granted, except that after the probationary period the employee can use up to one week of vacation prior to July 1st. The remaining vacation accumulation may then be used from July 1 through June 30th of the following year.
- a. During the first year of employment new employees who have worked 30 or more weeks will accrue 2 weeks of vacation for use after July 1 based on their regularly scheduled work week hours. A new employee who has worked less than 30 weeks shall earn vacation time at the rate of 0.0667 per hour for work regularly scheduled each week. This vacation time may not be taken until July 1 when this accrual is available for use. *For example, for a new employee who has worked less than thirty weeks as of July 1 the formula would be; 20 (number of hours worked per week) x 0.0667 x 28 (number of weeks worked) = 37.35 hours, round to 37.5.*
 - b. During years two (2) through five (5) an employee shall accrue two (2) weeks of vacation each fiscal year based on their current regular schedule hours of work each week. This accrual shall be available for use annually on July 1st.
 - c. Upon completion of the fifth year of employment an employee's vacation accrual shall be adjusted to reflect the number of weeks they will work from his/her anniversary date until June 30. The amount of the vacation adjustment shall be figured in the following manner; take 0.0192 and multiply by the number of weeks between the hire date and June 30. That figure will provide the amount of time to be added to the employee's vacation time on the first day of the month following their anniversary. *For example 0.0192 x 20 (number of regularly scheduled hours) x 28 (number of weeks worked between hire date and June 30) = 10.7520, round to 11 hours.*
 - d. During year six (6) through ten (10) an employee shall accrue three (3) weeks of vacation each fiscal year based on their current regular scheduled hours of work each week. This accrual shall be available for use annually on July 1.
 - e. Upon completion of the tenth year of employment an employee's vacation accrual shall be adjusted to reflect the number of weeks they will work from their anniversary date until June 30. The amount of the vacation adjustment shall be figured in the following manner; take 0.0192 and multiply it by the number of regularly scheduled hours to be worked through June 30, then multiply by the number of weeks between the hire date and June 30. That figure will provide the amount of time to be added to the employee's vacation time on the first day of the month following their anniversary. *For example, 0.0192 x 20 (number of regularly scheduled hours) x 28 (number of weeks worked between hire date and June 30) = 10.7520, round to 11 hours.*
 - f. During years, 11 through 25 an employee shall accrue four (4) weeks each fiscal year based on their current regular scheduled hours of work each week. This accrual shall be available for use annually on July 1.
 - g. Upon completion of the twenty-fifth year of employment an employee's vacation time shall be adjusted to reflect the number of weeks they will work from his/her anniversary date until June 30. The amount of the vacation adjustment shall be figured in the following manner; take

0.0192 and multiply it by the number of regularly scheduled hours to be worked through June 30, then multiply by the number of weeks between the hire date and June 30. That figure will provide the amount of time to be added to the employee's vacation time upon completion of their twenty-fifth year. That figure will provide the amount of time to be added to the employee's vacation time on the first day of the month following their anniversary. *For example, 0.0192×20 (number of regularly scheduled hours) $\times 28$ (number of weeks worked between hire date and June 30) = 10.7520, round to 11 hours.*

- h. During years 25 and beyond an employee shall accrue five (5) weeks each fiscal year based on their current regular scheduled hours of work each week. This accrual shall be available for use annually on July 1.
- 17.2 Vacation leave shall be subject to the Library Director's approval, which is based on the need to maintain Library operating efficiency. Requests for vacation time will ordinarily be submitted to the supervisor at least thirty (30) days before the leave would begin, but if the request is made less than thirty (30) days the supervisor may still consider the request.
- 17.3 Vacation carryover of one week shall be allowed if submitted to and approved by the Library Director to be taken within 6 months following July 1.
- 17.4 Vacation Pay is equivalent to a day of base pay earned as a full-time or regular part-time employee.
- 17.5 Employees shall receive their vacation pay according to the regular payroll schedule.
- 17.6 Upon separation from employment, employees will be paid for any earned, unused vacation leave.
- 17.7 Holidays observed by the Town that occur during an employee's vacation leave are counted as holidays and not as vacation time.
- 17.8 An employee shall not lose his/her paid vacation if incapacitated due to an injury incurred in the performance of his/her work, for a period of up to one (1) year.
- 17.9 Once on leave from work, vacation, personal, or holiday time may not be changed to sick time. If an employee becomes ill during his/her scheduled vacation, personal, or holiday time off, the initial time off request shall remain in place.
- 17.10 Vacation hours shall be front loaded for employees hired on or after July 1, 2022, with pro-ration language, eliminating payout of accrued vacation upon separation or retirement.

ARTICLE 18 – SICK LEAVE

18.1 Regular full-time and Benefit Employees are eligible to receive sick pay benefits, provided they have completed ninety (90) continuous calendar days service. Library Associates who are regularly scheduled to work at least twenty (20) hours, but less than thirty-five (35) hours per week will receive a pro-rata amount that is consistent with their work schedule. Librarians who are regularly scheduled to work at least twenty (20) hours, but less than forty (40) hours per week will receive a pro-rata amount that is consistent with their work schedule.

First Year – 0 to 90 Days	No sick pay.
First Year – after 90 Days	Sick pay benefits begin to accrue at the rate of one (1) hour for every fifteen (15) hours worked, up to a maximum of one hundred (100) hours.
After first year	One (1) hour of sick pay for every fifteen (15) hours worked, up to a maximum of one hundred and twenty (120) hours.

- 18.2 Employees may accrue up to one thousand six hundred (1,600) hours maximum.
- 18.3 A sick day with pay shall consist of the number of hours of a regularly scheduled workday paid at the employee's base rate of pay.
- 18.4 In order for an employee to receive sick pay, he/she must notify the Library Director as soon as possible, but in no event later than the start of their work shift of the day they are absent.
- 18.5 A physician's certificate of illness shall be submitted by the employee to the Library Director after five (5) days absence. In addition, the Library Director may require a physician's certificate of illness for any time period in accordance with the FMLA of 1993. Failure to submit this certificate to the Library Director shall result in cessation of payments, and may result in termination from employment.
- 18.6 Earned, unused sick leave will not be compensated upon separation from employment, with the exception of sick leave buyback upon death or retirement as set forth in Section 19.10 below.
- 18.7 No employee shall be gainfully employed while on sick leave or workers compensation leave from the Town. There shall be no accrual of paid holiday, vacation, personal, sick or any other paid leave after thirty (30) consecutive days' absence while on worker's compensation or unpaid leave or after ninety (90) consecutive days of FMLA leave.
- 18.8 In the case of exceptional circumstances, where an employee has or is about to exhaust the leave accrued, additional allowance may be granted upon the application of the employee, the recommendation of the Library Director and written approval of the Town Manager. In determining whether such extended allowance shall be granted, the past absences of the employee, the length of continuous service with the Town and quality of the employee's performance and record shall be taken into account. Consideration shall also be given as to what portion of the allowance shall be appropriate at full pay and what portion at part pay.
- When additional sick leave allowance is granted under this Section, the employee's sick leave will be debited until such additional sick leave shall be made by debiting one (1) of every two (2) sick days accrued, until the additional allowance is repaid.
- 18.9 If incapacitated due to an injury incurred in the performance of his/her work, an employee shall be permitted to utilize sick leave pay in addition to any Workers Compensation benefits received in order to receive regular weeks' pay.

- 18.10 Upon the death or retirement of an employee covered by this Agreement who is eligible for sick leave under these rules, payment shall be made to the estate of the deceased or retiree in an amount equal to the sick leave accrued prior to the death or retirement, which has not been used by him/her. Employees shall be entitled to eight (8) hours of pay for each twenty-four (24) hours of unused sick leave eligibility, to a maximum of four hundred (400) hours.
- 18.11 Accumulation of sick leave is encouraged for unanticipated long-term illnesses and to encourage such accumulation employees will be compensated with a day's pay for each period of 180 continuous calendar days during which said employee takes no sick leave. Part-time employees shall be compensated on a pro-rata basis based upon their normal or average workday. The employee is responsible for notifying the library supervisor that the employee has used no sick time for 180 continuous days.
- 18.12 Family Sick Leave: An employee may use up to five (5) days of his/her annually accrued sick leave per fiscal year when a member of the employee's immediate family (as defined by the FMLA i.e., to care for a child, parent or spouse) who has a health condition and requires the personal attendance of the employee because of the immediate family member's personal illness.
- 18.13 An employee shall not continue to accrue paid holiday, vacation, personal, sick, worker's compensation leaves or any other leave time after thirty (30) calendar days, if an employee is an unpaid leave status.

ARTICLE 19 – BEREAVEMENT LEAVE

- 19.1 Employees shall have up to five (5) consecutive work days off without loss of pay in the event of a death in the immediate family of the employee, namely spouse, children, stepchildren or the employee's mother or father, brother or sister. Employees shall have up to four (4) consecutive workdays off without loss of pay in the event of the death of the employee's grandparent, grandchild, or in-law. Employees shall have up to one workday off without loss of pay in the event of the death of an aunt, uncle, niece, or nephew to attend services. The days of this bereavement leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on sick leave or other leave of absence except for vacation leave in which case the leave will be re-credited to the employee. In the event that the interment or memorial service for any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer some or all of the days to a later date. Additional time off, without pay, may be granted by the Department Head with the concurrence of the Town Manager for justifiable reasons.

ARTICLE 20 – PERSONAL DAYS

- 20.1 During an employee's first year of hire, the employee shall have a pro-ration of the personal day entitlement from the date of hire through June 30th rounded off to the closest hour. The pro-ration shall be calculated as follows: number of days remaining in the fiscal year/365 (366 in a leap year) x the number of personal hours normally awarded for the fiscal year for the particular staff member. For example, if the new YA librarian (a 40 hour per week position with a normal personal day total of 3 days or 24 hours) were hired on January 1, 2020, with 182 days remaining in the fiscal year, then the formula would be $182/366 \times 24 = 12$ hours.

Thereafter, on July 1st, the new hires and existing eligible employees will get their three (3) day entitlement for personal or private reasons.

- 20.2 An employee shall be allowed to take three (3) personal days off from work without loss of pay during each year of the contract. After ten (10) years of employment, up to four (4) days leave with pay shall be granted. No deductions will be made from sick leave credit.
- 20.3 Personal days shall be granted to regular part-time employees on a pro-rated schedule commensurate with their annual hours worked.
- 20.4 Personal days may not be accumulated and no payment shall be made at separation from employment for unused days. However, employees may carry over one (1) personal day to the next year, but must use it within the first six (6) months.

ARTICLE 21 – MILITARY LEAVE

- 21.1 Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.
- 21.3 The Town shall pay an employee on military leave the difference between any pay received for such military duty and the employee's regular hours and base rate of pay for up to seventeen (17) days in any fiscal year.
- 21.4 Employees will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 21.5 Any employee granted leave for military training or to perform other duties will not lose seniority and will be reinstated to the same or equivalent position pursuant to the provisions of USERRA.

ARTICLE 22 – COURT LEAVE

- 22.1 Any employee who shall be required to serve on a jury on days he/she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his/her base wages for the first three (3) days, or a part thereof, of such juror service, at his/her regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages.
- 22.2 Any employee required to serve on any federal jury on days he/she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate.
- 22.3 Any employee required to appear as a witness by the Library in connection with his/her duties as a library employee in any court proceeding shall be paid the difference between the amount for being said witness, less any witness travel allowance, and the employee's base rate.

- 22.4 Any employee seeking compensation in accordance with this Section shall notify the Library Director after receipt of the notice of selection for jury duty or summons to appear as a witness in connection with his/her duties as a library employee, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

ARTICLE 23 – PERSONAL LEAVE OF ABSENCE

- 23.1 The Town may grant a leave of absence without pay for compelling personal reasons provided adequate arrangement can be made for employee's responsibilities during the absence.
- 23.2 Employees must have been employed over one year as a regular full-time employee or have equivalent part-time service.
- 23.3 The leave must be requested for a specific period of time.
- 23.4 The employee must notify the Library Director far enough in advance to allow for the approval of the Town Manager and to make adequate arrangements.
- 23.5 Accrued vacation time may not be used to extend the period of such leave. Health and life insurance benefits will continue for the length of the leave. Total monthly group insurance premiums must be paid in advance by the employee, except as otherwise agreed upon with the Town Manager. Employees will not accrue any other benefits during the leave of absence.

ARTICLE 24 – FAMILY AND MEDICAL LEAVE

- 24.1 The Town shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town's FMLA Policy, and the Massachusetts Paternity Leave Act (M.G.L. c. 149, §105D). (See Addendum C - Leave Policies)

ARTICLE 25 – SMALL NECESSITIES LEAVE ACT

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the Town's SNLA Policy. (See Addendum C - Leave Policies)

ARTICLE 26 – HEALTH INSURANCE

The Town of Duxbury and Public Employee Committee Agreement on Health Insurance is attached as Addendum "B".

ARTICLE 27 – LIFE INSURANCE

- 27.1 The Town agrees to provide life insurance subject to Massachusetts General Laws Chapter 32B.

ARTICLE 28 – REDUCTION IN FORCE

In the event that reduction in force is necessary, the determination of whether and when it becomes necessary to lay off any employees shall be determined solely by the Town. The determination of what classifications will be subject to layoff, and what functions will be reduced or terminated, will be

determined solely by the Town. The number of persons to be laid off within those classifications and functions will be determined solely by the Town. Within the classifications that the Town determines shall have layoffs, the Town will lay off employees subject to seniority and qualifications according to the policy and procedures described in this Article. The Library Director shall give the Union at least two (2) weeks' notice of the Library Director's intent to layoff or recall to work and shall meet to bargain over the impact of the layoff or recall.

- 28.1 In the event of layoff, or reduction in hours within a classification, the employer will designate the position or positions to be eliminated or reduced in hours. If the person in the eliminated or reduced hours position has more seniority than other employees in the classification, he/she may bump a less senior employee in the same classification. If bumping into a position, the employee must accept the hours existing in that position, and have the current qualifications for the position.
- 28.2 Any laid off permanent employee will be offered an opportunity to bump into a lower classification, provided the following criteria are satisfied:
- (a) The employee must be senior in Town of Duxbury service to the employee in the lower classification to which he/she seeks to bump into.
 - (b) The bumping employee must meet the qualifications for the classification and any special requirements for the classification to which he/she seeks to bump into.
- 28.3 The Town agrees to provide to an employee who is to be laid off fourteen (14) days written notice of the date his/her layoff is to be implemented.
- 28.4
- (a) The Town agrees to create an eighteen (18) month recall list for permanent employees who are laid off. Any employee who is laid off will be placed on the list by classification in the order of his/her seniority.
 - (b) The employee's name shall be on the list for eighteen (18) months from the date he/she officially leaves the payroll. If an employee who has been laid off because of a reduction in force is rehired within eighteen (18) months, the employee will retain his/her seniority based on his/her original date of hire, excluding the period of the layoff.
 - (c) If, after the layoff, the Town fills any position at the Library within the classification for which a recall list exists, the Town agrees that before it hires new employees for a permanent position, it will offer to recall an employee on the list, subject to seniority, qualifications and special requirements for the position.
 - (d) After eighteen (18) months on the recall list, or after refusing a recall in the same classification, a laid off employee's name will be removed automatically from the list.
 - (e) The laid off employee will be required to keep the Town advised of his/her current address; and the Town can rely on the latest address listed in its records.
- 28.5 The determination of the necessity of layoffs, the selection of the classifications and the number of employees within those classifications to be laid off and the filling of vacancies are essential elements of Town management and as such are non-grievable and are not subject to arbitration. While the Town recognizes its obligation to provide the Union with notice and an opportunity to bargain over the reassignment of employees, the determination of such a reassignment is an essential element of Town management and as such is non-grievable and is not subject to

arbitration. However, the procedural requirements for laying off and recalling employees are grievable and subject to arbitration.

ARTICLE 29 – HEALTH AND SAFETY

- 29.1 An advisory committee comprised of two (2) members of the Union shall meet with the Library Director, upon either the Town or the Union's request, to discuss and make recommendations relating to health and safety.
- 29.2 The committee's recommendations shall be in writing and a copy shall be given to the Town Manager and the Board of Trustees.
- 29.3 The committee's recommendations shall be advisory only.

ARTICLE 30 – EXCHANGE OF VIEWS

- 30.1 In order to provide a means for exchange of views between the Town and the Union, a joint labor-management committee shall be established by the Town and the Union which will consist of up to two (2) representatives designated by the Town and up to two (2) representatives designated by the Union.
- 30.2 The Committee shall meet at least twice each year at times mutually agreed upon by the Library Director and the Union committee representatives. Such meetings shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject, but to exchange views relating to the general application of this Agreement and to other matters of mutual concern including, but not limited to, matters and issues unique to the Duxbury Free Library, the library profession and the Old Colony Library Network. Agenda items shall be exchanged at least forty-eight (48) hours prior to the meeting.

ARTICLE 31 – MILEAGE REIMBURSEMENT

An employee who uses his/her personal vehicle for out-of-Town travel in the performance of his/her job duties, with the prior approval of the Library Director, will be reimbursed for mileage at the approved Town rate.

ARTICLE 32 – TECHNOLOGICAL CHANGE

Should the Employer wish to introduce new equipment or machinery, such as computer hardware and software for staff or patron use, into the Library that would result in a significant change in employee's duties, it shall first meet and discuss with the Union the impact of such a proposed change. Such discussion shall include health and safety concerns for affected employees.

ARTICLE 33 – PERSONNEL RECORDS

- 33.1 The Town shall maintain a personnel file for all employees covered by this Agreement. This file shall contain all documents required by Section 52C of Chapter 149 of the General Laws of Massachusetts.

- 33.2 Without modifying or waiving any rights under Article 9, Discipline and Discharge, Section 9.3, an employee shall have the right to place a written reply in his/her file to all material derogatory or disciplinary in nature and have it attached to said material.
- 33.3 The Town shall permit an employee, by appointment, to inspect and make copies of the contents of his/her personnel file, in accordance with the procedure established by Section 52C of Chapter 149 of the General Laws of Massachusetts.

ARTICLE 34 – BULLETIN BOARD

- 34.1 The Town shall provide space for a bulletin board of reasonable size in the Library, to be used for Union notices concerning Union business and activities. All such notices shall be approved for posting by the Library Director, which shall not be unreasonably denied.

ARTICLE 35 – WAGES

- 35.1 Wages. Employees shall be compensated in accordance with Addendum A to this Agreement. Employees shall move from one salary step to the next higher salary step each year on the employee’s anniversary date, until the maximum rate of pay for the pay grade is reached. All library pay must be processed via direct deposit, payday must transition from bi-weekly Thursdays to bi-weekly Fridays and electronic notice of same.
- 35.2 Longevity. All employees shall be granted a longevity award, computed, and paid to each eligible employee on July 1 in the following amounts:

10 years of service	\$350.00
15 years of service	\$450.00
20 years of service	\$550.00

- 35.3 Transition to electronic time and attendance system.

ARTICLE 36 – DISABILITY INSURANCE

- 36.1 The Town shall provide the option of Disability and Cancer coverage for all employees covered by this agreement. Coverage will be at the employee’s cost.

ARTICLE 37 – CORI

- 37.1 C.O.R.I.: The parties agree that CORI checks will be required of all new and current employees in the bargaining unit. Re-CORI every two (2) years or as required by Law.
- 37.2 An employee is to immediately report any felony charges to the Library Director.

ARTICLE 38 – SAVINGS CLAUSE

- 38.1 If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 39 – STABILITY OF AGREEMENT

- 39.1 No agreement, understanding, alteration, amendment, or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.
- 39.2 The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.

ARTICLE 40 – NON-WAIVER CLAUSE

- 40.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 41 – CIVILITY AND CONFLICT RESOLUTION STANDARDS

Employees can expect to be treated professionally, fairly and with civility. Together we can ensure that our work environment remains increasingly respectful, collaborative and productive. The Town's conflict resolution process encourages employees to work out issues directly with each other on an individual basis. If no resolution is reached, employees should talk with their supervisor for further assistance. If there is no resolution the Human Resources Director should be contacted.

ARTICLE 42 ANTI-HARASSMENT AND DISCRIMINATION

Dating, romantic or intimate relations between supervisors and employees whom they supervise is expressly prohibited. In the event an employee informs the Town and/or the Town otherwise becomes aware that a supervisor has violated this provision and/or sexual harassment has occurred, the Town will follow the process contained in the Anti-Harassment and Discrimination Policy. The subordinate employee will not be subject to discipline for following the policy and/or if the supervisor has violated the Town's policy.

ARTICLE 43 – DURATION

- 43.1 This agreement shall be in full force and effect from July 1, 2022 until June 30, 2025.
- 43.2 In the event that negotiations for a new contract are not completed prior to the expiration date, this Agreement shall continue in full force and effect until a successor Agreement is reached.
- 43.3 Nothing contained herein shall be construed as a waiver by the Town of any of its rights under M.G.L. c. 150E, including the Town's right to implement its last best offer if the parties continue at an impasse after mediation and fact-finding. This Agreement is subject to ratification by the Union and by the Board of Selectmen and to appropriation by Town Meeting.

ARTICLE 44 – CROSS TRAINING

- 44.1 The Library may require employees to cross-train in other bargaining unit positions covered by this agreement within the same grade or lower grade. The Library reserves the right to assign employees or other positions in the bargaining unit for part of the day or for the full day, and on occasion continuing from day to day based on the Library's Operational needs.

ARTICLE 45 – PERFORMANCE EVALAUTIONS

- 45.1 Performance evaluations will occur annually and transition to electronic format/platform.

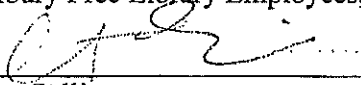
ARTICLE 46 – BARGAINING UNIT WORK

- 46.1 Non-bargaining unit members (volunteers) will be permitted to do bargaining unit work in specific circumstances. Said volunteers will not have access to the Integrated Library System and/or patron information.

The duly authorized representatives of the Town of Duxbury, the public employer, and the Union for the employees of the bargaining unit described herein hereby execute this Agreement on behalf of the Town and the Employees this 23 day of January, 2023.

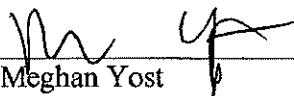
FOR UNION:

Karen Hahn
Duxbury Free Library Employees, SEIU Local 888



Laura Sullivan

Duxbury Free Library Employees, SEIU Local 888



Meghan Yost

Duxbury Free Library Employees, SEIU Local 888

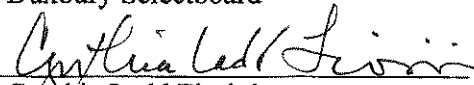
Tracy Wright
Internal Organizer/Negotiator, SEIU Local 888

FOR THE TOWN:



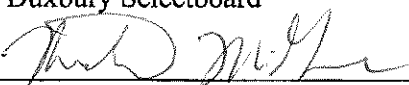
Fernando Guitart

Duxbury Selectboard



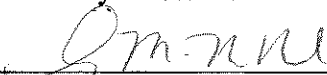
Cynthia Ladd Fiorini

Duxbury Selectboard




Michael McGee

Duxbury Selectboard



Amy MacNab

Duxbury Selectboard



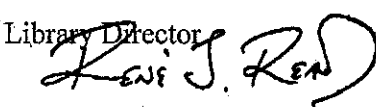
Theodore Flynn

Duxbury Selectboard



Denise Garvin

Library Director



Rene' Read

Rene' Read

Town Manager

Dated: January 17, 2023

Dated: January 23, 2023

ADDENDUM A – WAGE SCHEDULE

Addendum A-Duxbury Free Library Wage Schedule

FY 23 WAGE SCHEDULE

Effective 7/1/22		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Grade 1	Assistant	\$ 17.99	\$ 18.53	\$ 19.16	\$ 19.70	\$ 20.33	\$ 20.95	\$ 21.68	2%
Grade 2	Associate	\$ 20.93	\$ 21.54	\$ 22.20	\$ 22.85	\$ 23.53	\$ 24.22	\$ 25.42	4%
Grade 3	Librarian	\$ 27.99	\$ 28.81	\$ 29.76	\$ 30.68	\$ 31.55	\$ 32.48	\$ 33.55	2%

FY 24 WAGE SCHEDULE

Effective 7/1/23		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Grade 1	Assistant	\$ 18.35	\$ 18.90	\$ 19.54	\$ 20.09	\$ 20.74	\$ 21.37	\$ 22.11	2%
Grade 2	Associate	\$ 21.77	\$ 22.41	\$ 23.09	\$ 23.77	\$ 24.47	\$ 25.19	\$ 26.44	4%
Grade 3	Librarian	\$ 28.55	\$ 29.38	\$ 30.36	\$ 31.30	\$ 32.18	\$ 33.13	\$ 34.22	2%

FY 25 WAGE SCHEDULE

Effective 7/1/24		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Grade 1	Assistant	\$ 18.72	\$ 19.28	\$ 19.93	\$ 20.49	\$ 21.15	\$ 21.80	\$ 22.55	2%
Grade 2	Associate	\$ 22.64	\$ 23.30	\$ 24.02	\$ 24.72	\$ 25.45	\$ 26.20	\$ 27.50	4%
Grade 3	Librarian	\$ 29.12	\$ 29.97	\$ 30.96	\$ 31.92	\$ 32.82	\$ 33.79	\$ 34.90	2%

**MEMORANDUM OF
AGREEMENT**

WHEREAS, the Board of Selectmen of the Town of Duxbury voted on December 19, 2011, to adopt M.G.L. c. 32B, §§ 21-23 for the purpose of engaging in the process to change health insurance benefits; and

WHEREAS, the Town of Duxbury (hereinafter referred to as the "Town"), and the duly-formed Public Employee Committee (hereinafter referred to as the "PEC") have discussed said changes;

NOW, THEREFORE, the Town and the PEC agree as follows:

Effective Date of Agreement

1. The Agreement shall take effect on the date the Town and the PEC execute the Agreement.

*Health Insurance Benefit
Changes*

2. Effective September 1, 2012, the Town shall offer subscribers the "Duxbury Plan" version of the HMO and PPO health insurance plans. The MEDEX health insurance plan will continue to be offered with the current level of benefits until June 30, 2014. Members of the Duxbury Police Union and Duxbury Commanders Association will continue to be offered the current health insurance plans until June 30, 2013. Effective July 1, 2013, the Town will no longer offer members of the Duxbury Police Union and Duxbury Commanders Association the current health insurance plans, and instead the "Duxbury Plan" version of the HMO and PPO health insurance plans will be offered.
3. Effective September 1, 2012, the Town will no longer offer the Master Health Plus health insurance plan.
4. Effective July 1, 2014, the Town shall offer subscribers the Benchmark version (i.e., the GIC-like plans) of the HMO, PPO, and MEDEX health insurance plans. Effective July 1, 2014, the Town will no longer offer the "Duxbury Plan" version of the health insurance plans.
5. For purposes of this Agreement, the term "subscribers" shall mean all employees, retirees, surviving spouses and dependents currently eligible for and receiving health insurance through the Town of Duxbury, and any employees, retirees, surviving spouses and dependents who become eligible in the future.
6. The PEC understands and agrees that the subscribers will not receive any mitigation monies under this agreement.
7. The Town shall provide notice to the Secretary of Administration and Finance by

sending a copy of this Agreement within three (3) business days of its ratification by the Town and PEC. The health insurance review panel will be notified that there is no need for its services.

8. If this Agreement is not ratified by the PEC prior to the thirty (30) day negotiation period expiration (i.e., March 31, 2012), then this Agreement is null and void and the Town shall provide its mitigation proposal and health insurance benefit changes to the health insurance review panel.
9. The Town agrees that it will not implement any additional health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23 prior to July 1, 2015, unless otherwise required by State or Federal law.

Change in Health Insurance Plan Offerings

10. In the event that Blue Cross/Blue Shield ceases to offer any of the plans listed above, this Agreement shall become null and void. In this circumstance, the Town can implement health insurance benefit changes pursuant to M.G.L. c. 32B, §§ 21-23.

Effect of Agreement

11. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any Town policies or any collective bargaining agreements between the Town and any unions and/or associations representing Town employees.

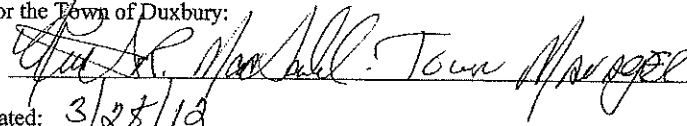
Savings Clause

12. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

Scope and Modification

13. This written Agreement shall constitute the whole of the Agreement between the Town and the PEC. The Agreement may be modified only through a mutual written agreement between Town and the PEC.

For the Town of Duxbury:


Town Manager

Dated: 3/28/12

For the Public Employee Committee:

Pandemonis (school custodian union)

Dated: 3/28/12

John Bauer FD RETIREES

Dated: 3/29/12

Richard Bayumbeke MASS Retirement Assoc

Dated: 3/28/12

Matthew Lynch (DTA)

Dated: 3/28/12

John M L2167 DUXBURY FIREFIGHTERS

Dated: 3/28/12

[Signature] Duxbury Police Union

Dated: 3/28/12

[Signature] Duxbury DPW

Dated: 3/28/12

[Signature] SEIU

Dated: 3/28/12

[Signature] Duxbury Free Library

Dated: 3/28/12

[Signature] Police Commander

Dated: 3/28/12

William D [Signature] Police Dispatch Association

3/28/12

ADDENDUM C

FAMILY AND MEDICAL LEAVE POLICY

It is the policy of the Town of Duxbury to provide leave in accordance with the Family and Medical Leave Act of 1993 ("FMLA").

All eligible employees are entitled to take up to twelve (12) work weeks of FMLA leave during a twelve month period under the following definitions and procedures.

ELIGIBLE EMPLOYEES:

Individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before the leave commences.

ELIGIBLE EMPLOYEES ARE ENTITLED TO FMLA LEAVE FOR:

1. The birth of a child and to care for the child or the adoption or placement for foster care of a child under 18 (or over 18 if the child has a physical or mental disability and is unable to care for him/herself).
2. A serious health condition which prevents the employee from performing the functions of his/her job.
3. To care for a child, parent or spouse who has a serious health condition.
4. Military service or family military leave
5. Caring for a family member recovering from an illness or injury suffered while on active military duty up to 26 weeks of unpaid leave in a single 12 month period.

DEFINITIONS:

CHILD: Biological, adopted or foster children, stepchildren, or the child of a person with legal guardianship or who has day-to-day responsibility to care for and financially support a child, even if there is no biological or legal relationship; foster child, a stepchild, a legal ward, or a child or a person standing in loco parentis.

CONCURRENT LEAVE: State and Federal mandated leave entitlements normally run concurrently with each other and with leave provisions under any applicable collective bargaining agreement or policy.

HEALTH CARE PROVIDER: A doctor of medicine or osteopathy authorized to practice medicine or surgery by the State in which the doctor practices; a clinical social worker or a Christian Science practitioner or any other person determined by the Secretary of Labor, to be capable of providing health care services as defined under FMLA regulations.

INTERMITTENT LEAVE: Time away from the job taken in separate blocks of time due to a serious health condition.

PARENT: The biological parent, or persons who had day-to-day responsibility to care for and financially support a child. Parents-in-law are not included.

REDUCED LEAVE SCHEDULE: Reduction in the number of hours per workday or workweek.

SERIOUS HEALTH CONDITION: An illness, injury, impairment or physical or mental condition that involves:

1. Treatment as an inpatient in a hospital, hospice or residential medical care facility; or
2. A health condition that requires continuing treatment by or under the supervision of a health care provider. Continuing treatment includes: a) two or more treatments by a health care provider; (b) two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of a health care provider.
3. A health condition that requires continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that if untreated, would likely result in an absence from work of more than five days.

Examples of serious health conditions include: Heart attacks, heart conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, diabetes, epilepsy, asthma, alcoholism, emphysema, severe nervous disorders, injuries caused by serious accidents on or off the job, the need for prenatal care, childbirth and recovery from childbirth.

TWELVE MONTH PERIOD: The “rolling” twelve-month period measured backward from the date any employee uses any FMLA leave.

SPOUSE: Defined in accordance with applicable State law, married couples that work for the Town are limited to a combined total of 12 workweeks during the 12-month period if leave is taken for birth or placement for adoption or foster care of a child or to care for a sick parent. Such leave to care for birth or placement for adoption or foster care of a child must be taken within 12 months beginning on the date of birth or placement for adoption or foster care.

PROCEDURE

NOTICE OF INTENT TO USE LEAVE:

Eligible employees will provide written notice of their intent to use FMLA leave to the Human Resources Department, thirty days in advance when the leave is foreseeable. For example, the birth or placement of a child for adoption, foster care, or planned medical treatment. When unforeseen events occur that require FMLA leave, the employees or a representative of the employee must provide written notice as soon as both possible and practical but in no event later than one or two working days of learning the need for the leave except in extraordinary circumstances. The notice will include the reason for the leave, the date the leave shall begin and the intended date of return.

When planning medical treatments, employees should consult with the Town when giving notice and make reasonable efforts to schedule the leave so as not to unduly disrupt the Town’s operations.

MEDICAL CERTIFICATION:

Leave to care for an employee’s seriously-ill family member, or leave due to a serious health condition that makes the employee unable to perform the functions of the employee’s job, must be supported by certification by a health care provider.

Employees must provide the certification within fifteen calendar days. If the need for leave was not foreseeable, the employee must still provide the certification as soon as both possible and practical thereafter. Certification shall include:

1. Identification of the practitioner and the type of medical practice.
2. The date the serious health condition commenced and the probable duration of the condition.
3. Diagnosis of the serious health condition.
4. Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency and duration of treatment, including referred or ordered treatment to other health care providers and whether inpatient hospitalization is required). For intermittent leave or leave on a reduced leave schedule, a statement of the medical necessity for such leave.
5. In instances of the employee’s serious health condition:
 - a. statement that the employee is unable to perform work of any kind, or
 - b. statement that employee is unable to perform the essential functions of his/her position (as determined by the Town).
6. Instances of care for a family member:
 - a. statement that the family member is in need of the employee’s assistance for basic medical, hygiene, nutritional needs, safety or transportation, or
 - b. statement that the employee’s presence would be beneficial or desirable for the care of the family member.

Medical certification forms are available in the office of Human Resources. If the Town has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion from

a health care provider designated by the Town at the Town's expense. If the two opinions differ, the Town may require a third opinion, which will be final and binding, from a health care provider mutually agreed upon by the employee and the Town and at the Town's expense.

Re-certification by the health care provider is required every thirty days. Re-certification must include the same information contained in the initial certification.

Re-certification may also be required in the following instances:

- a. The employee requests an extension of leave;
- b. changed circumstances occur regarding the illness or injury;
- c. The Town's reception of information which casts doubts upon the continuing validity of the certification.

NOTICE OF INTENT TO RETURN TO WORK:

An employee will be required to report periodically to the Human Resources Department and their supervisor on his or her status and intent to return to work.

INTERMITTENT LEAVE/REDUCED SCHEDULE:

FMLA leave may be taken on an intermittent or reduced leave schedule. Employees requesting an intermittent or reduced leave schedule must make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations and administration, especially when the leave is foreseeable. The Town may require a temporary transfer to an alternative position with equivalent pay and benefits, if the employee is qualified for the position, to better accommodate the reoccurring periods of leave.

Leave for the birth or placement of a child may not be taken on an intermittent or reduced leave schedule basis.

PAID LEAVE AND BENEFITS

In all circumstances, accrued vacation, personal and compensatory time must be used during qualified FMLA leave. In addition, sick leave must also be used to care for the employee's own serious health condition. Upon depletion of the available accrued paid leave, FMLA leave becomes unpaid leave. It is the total of this time, which will equal the twelve weeks of FMLA leave. During any portion of FMLA leave to which the accrued paid leave is applied, the employee will continue to accrue benefits and seniority. During any portion of FMLA leave, which is unpaid, the employee will not accrue benefits and seniority.

The Town will continue the contribution to the employee's group health plan during the FMLA leave unless the employee advised that he/she will not be returning to work. The employee will have his/her contribution deducted from the applied paid leave. Upon the depletion of said leave, and if the leave becomes unpaid, the employee must make arrangements to pay 102% of their health insurance premiums, unless the leave continues because of their own illness. These arrangements must be made in advance of the leave, especially if the leave is foreseeable.

If the employee's premium payment is more than 30 days late, his/her health coverage will be canceled. Employees experiencing severe financial hardship may petition the Town Manager for consideration of alternatives for payment of the employee premium. This may include but not be limited to: payment of employee health insurance premiums by the Town while on unpaid leave and subsequent double deductions of health insurance premiums upon the employee's return to work. This petition must be made within the thirty days noted previously. The Town Manager will make a recommendation to the Board of Selectmen or their designee for final determination.

The Town will recover from the employee premiums paid during any period of unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement has expired, except in instances of continuation, reoccurrence, or onset of qualifying FMLA leave circumstances or other circumstances beyond the control of the employee.

When circumstances allow for the Town to recover health insurance premium payments it made from a non-returning employee, the Town may deduct the amount due from any sums owed to the employee. For example: vacation or final paycheck.

RESTORATION TO POSITION:

An eligible employee who takes FMLA leave is entitled to be restored to the same position that the employee held when the leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, provided the employee returns to work at the conclusion of leave of 12 work weeks or less.

Employees on FMLA leave due to their own serious health condition must submit certification from the health care provider that the employee is able to resume work, i.e. is fit for duty, before they can return to work.

DENIAL:

Conditions under which FMLA leave and/or reinstatement may be denied including (but not limited to):

1. ineligibility of employee,
2. unqualified for leave under the Family and Medical Leave Act,
3. employee fails to give timely advance notice for foreseeable leave (temporary denial up to thirty days after employee provides notice of need),
4. employee fails to provide in a timely manner, requested medical certification (temporary denial up to time of submittal),
5. employee fails to supply fitness-for-duty certificate (up to time of submittal),
6. if employee's job is eliminated during period of leave,
7. employee unequivocally advises Town of intent not to return to work,
8. fraudulent acquisition of FMLA leave, and
9. employment with another employer while on FMLA leave.

A-1 SMALL NECESSITIES LEAVE ("SNLA"):

All eligible employees are entitled to take up to a total of 24 hours leave during the 12-month period, as defined in the FMLA policy, to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

"School" includes public and private elementary and secondary schools, Head Start programs, and children's day care facilities licensed under Massachusetts' law.

Eligible employees are individuals who have worked for the Town for at least twelve months and provided at least 1,250 hours of service during the twelve months before leave commences.

In all circumstances, accrued vacation and personal leave must be used for SNLA leave. Upon depletion of available accrued vacation and personal leave, SNLA becomes unpaid leave. Vacation and personal leave run concurrently with SNLA when the leave is for an SNLA a qualifying reason.

Eligible employees will provide written notice of their intent to use SNLA leave to the Town Manager seven days in advance when the leave is foreseeable. When unforeseen events occur that require SNLA leave the employee must provide as much notice as practicable.

All notifications, certifications and questions relating to this policy, must be submitted to the Human Resources Department.

- A. Extended Medical Leave: A medical leave may be extended until the employees are physically able to return to work, up to a period of six months. The duration of the medical leave must be supported by the employees' doctor in a written statement directed to the Town.

- B. Paternal Leave: A male or female will be granted a leave of up to eight weeks for the purpose of childbirth, or adopting a child under three years of age. Employees have to give notice of the date of their departure and their intent to return to work. The employee will return to his/her original position or a similar one. Leave under this provision runs concurrently with Family Medical Leave Policy.
- C. Personal Leave: The Town may grant a leave of absence for compelling personal reasons provided adequate arrangement can be made for employee's responsibilities during the absence. Employees must have been employed over one year as a regular full-time employee or have equivalent part-time service. The leave may not exceed three months. The employee must notify the department head far enough in advance to allow for the approval of Human Resources and to make adequate arrangements. All accrued vacation time not used may not extend the period of such leave. All benefits will continue for the length of the personal leave to a maximum of three months. Total monthly group insurance premiums must be paid in advance by the employee.
- D. Military Employees who held permanent positions prior to entering military service are entitled to reinstatement. Employees inducted into the Armed Forces will be expected to show a copy of their military orders to their department head who will make a copy of these orders and send them to Human Resources for the employee's file.

Employees must present a certificate showing satisfactory completion of service. Employees returning from military service will be restored to their former position or a position of like status and pay if such employees apply for reinstatement within 90 days from date of honorable discharge from military service.

Once employees are reinstated they are entitled to the service date they had when they entered military service plus whatever additional service time they would have accumulated had they remained at their job. If the rate of pay for the same position has been increased, they are entitled to the higher pay.

The leave of absence will terminate upon an employee's failure to apply for reinstatement within 90 days of honorable discharge.

Service time will continue to accrue for the duration of a military leave, but will not accrue beyond a maximum of 5 years.

While in the Armed Service, insurance coverage will be discontinued.

1. Reserve Obligation - Military Leave

The Town will grant a leave annually to permanent full-time employees who are ordered into military service for 15 days or less. This leave is in addition to the normal vacation to which they are entitled. The two-week military time will not be counted as vacation time unless requested by the employee. Reserve training will not be considered an interruption of Town Employment for purposes of computing service date.

Group insurance coverage will continue unchanged during this 15-day Reserve training period. If employees are called or volunteer for longer periods of active duty, all insurance benefits will cease as of the date they are placed on Military Leave.

Paternal Leave Policy (As outlined by the Massachusetts Paternal Leave Act PLA), MGL Ch. 149, Sec.105D)

An employee who has completed the initial probationary period set by the terms of their employment or, if there is no such probationary period, has been employed by the same employer for at least three consecutive months as a full-time employee, is absent from such employment for a period not exceeding eight weeks for the purpose of giving birth or for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three, if the child is mentally or physically disabled, said period to be hereinafter called paternal leave, and who shall give at least two weeks' notice to their employer of the anticipated date of departure and intention to return, shall be restored to their previous, or a similar,

position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave. Said leave may be with or without pay at the discretion of the employer.

Such employer shall not be required to restore an employee on leave to their previous or a similar position, if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions which have affected the employment of others during the period of such leave; provided, however, that such employee on leave shall retain any preferential consideration for another position to which they may be entitled as of the date of their leave.

Such leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which said employee was eligible at the date of such leave, and any other advantages or rights of employment incident to their employment position; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of leave unless such employer so provides for all employees on leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

A notice of this provision shall be posted in every establishment.

For the purposes of this section, an "employer" shall be defined as in subsection 5 of Section One of M.G.L. Chapter One hundred and fifty-one B [MGL c.151B, §1 (5)].

An employee seeking leave must give two weeks' notice of the anticipated date of departure and intent to return. "Anticipated" date of departure does not mean "exact" date. Thus, for example, an employee who gives birth prior to the anticipated departure date is entitled to start the leave earlier. Likewise, an employee may desire to start the leave later or return from leave earlier than anticipated. It is expected that employers and employees will communicate in good faith with regard to making arrangements for such leave, taking into account the uncertainty inherent in delivery and adoption dates and the needs of the employer to plan in advance for an employee's absence. The MCAD enforces the PLA. An employee, to initiate a formal action, must file a complaint with the MCAD. The complaint must be filed within 300 days of the alleged violation of the PLA, subject only to very limited exceptions. A violation of the PLA constitutes a violation of M.G.L. c. 151B, §4(11A). An aggrieved employee is therefore entitled to the same remedies under the PLA as are available pursuant to M.G.L. c. 151B.

Addendum D - Job Descriptions
As approved by Labor Counsel, Town and Union on 12/5/12

Town of Duxbury
Final Job Description

Department: Library

Position Title: Librarian

Reports To: Library Director and Library Division Head

Contract: Duxbury Free Library Employees, SEIU Local 888

1. Nature of Work: The purpose of this position is to provide professional library functions through the performance of complex duties and tasks. Performs professional level duties requiring a thorough knowledge of library procedures, library organization, and department operations. Must exercise judgment and initiative to perform duties; must be able to work independently and as part of a team. Represents the library to the community at large.
2. Supervision Received: Works under the direct supervision of the library division head and under the general supervision of the library director. The employee carries out the regular work in accordance with standard practices and previous training. Work is generally reviewed only for technical accuracy, appropriateness of actions or decisions, and conformance with policy or other requirements.
3. Supervision Given: Supervises support staff and library volunteers and acts as supervisor of a shift if no management staff is available.
4. Confidentiality: Employee has access to confidential information of the department. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy and the Public Records Act.
5. Accountability: Consequences or errors, missed deadlines or poor judgment may include adverse public relations, monetary loss and delay or loss of library services.
6. Judgment: The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations, or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents, which may be complex or conflicting, at times. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying of applicable State and/or local regulations.
7. Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; gathering, analyzing and evaluating facts or data; or determining the methods to accomplish the work.
8. Nature and Purpose of Public Contact: Employee interacts with co-workers, public, and external contacts such as vendors doing business with the department or community groups to explain or interpret department procedures or guidelines, to coordinate work, or to resolve problems. Excellent customer service skills are required involving courtesy, tact, and diplomacy in resolving complaints or concerns with patrons of the library.
9. Recommended Minimum Qualifications:

Minimum Education and Experience: Graduate of a four-year college with a Master's degree in Library Science or an equivalent degree, with two (2) years related work experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

10. Knowledge, Abilities and Skill

Knowledge: Knowledge of the principles and practices of library work including collection development, planning, coordination and budget; library specific computer applications; knowledge of literature and programming for patrons of all ages.

Abilities: Ability to train and coordinate staff; express oneself clearly and prepare and deliver reports orally and in writing; ability to work effectively with staff and patrons in a fast-paced environment; ability to deal tactfully and diplomatically with all patrons.

Skill: Proficient computer skills, mathematical skills, recordkeeping and clerical skills, and excellent written and oral communication skills.

11. Occupational Risk: Minimal occupational risks are associated with the position. Any special safety precautions established by the department must be followed.

12. Physical Requirements: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

Physical Demands: Work requires moderate intermittent physical strength and effort daily, such as bending, lifting, pushing, pulling or carrying the object(s) and stacking them or placing them on shelves. Position routinely requires lifting of objects up to thirty (30) pounds.

13. Motor Skills: Duties involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples include the operation of a personal computer.

14. Visual Demands: Visual demands require the employee to constantly read documents for general understanding and analytical purposes and with a need to distinguish colors.

15. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.*

Uses both the staff and public online library systems to provide circulation, bibliographic, reference, and patron advisory services.

Attends library and department meetings as required.

Presents information appropriately and factually.

Works under direct supervision of the appropriate division head to provide library services; duties are designated or approved by the department head.

Duties may include but are not limited to:

Circulation Department

- Overseeing and training support staff and volunteers in the department.
- Scheduling and staffing the circulation desk and department.
- Communicating library policies and procedures to patrons.
- Understanding and using the circulation components of the automated system.
- Understanding and using the public interface of the automated system.
- Assisting with the development of department policies and procedures; communicating them to staff and patrons.
- Participating in collection development.
- Responding to questions from the public; answering inquiries, service requests, and complaints from customers.
- Providing directional and reader's advisory information to patrons.
- Overseeing and carrying out network transfers of holds.
- Training other staff in circulation policies and procedures
- Developing and providing programs, displays.
- Participating in the provision of website content and maintenance.

Children's Department

- Staffing the children's services desk; providing on-site and remote reference and readers advisory services.
- Overseeing and training support staff and volunteers in the department.
- Communicating library policies and procedures to patrons.
- Understanding and using the appropriate components of the automated system.
- Understanding and using the public interface of the automated system.
- Participating in collection development.
- Assisting with the development of department policies and procedures; communicating them to staff and patrons.
- Responding to questions from the public; answering inquiries, service requests, and complaints from customers.
- Developing and providing children's programs, displays.
- Participating in the provision of website content and maintenance.

Technical Services Department

- Overseeing the acquisition and classification of materials.
- Overseeing and training support staff and volunteers in the department.
- Understanding and using the appropriate components of the automated system.
- Understanding and using the public interface of the automated system.
- Processing, and overseeing the processing of library materials.
- Overseeing Duxbury's items in the online database, providing and overseeing data entry and data editing.
- Participating in collection development.
- Overseeing physical collection care such as mending and weeding.
- Assisting with the development of department policies and procedures, communicating them to staff.
- Participating in the provision of website content and maintenance.

Reference Department

- Staffing the reference services desk; providing on-site and remote reference assistance.
- Overseeing and training support staff and volunteers in the department.
- Communicating library policies and procedures to patrons.
- Understanding and using the appropriate components of the automated system.
- Understanding and using the public interface of the automated system.
- Assisting with the development of department policies and procedures; communicating them to staff and patrons.
- Responding to questions from the public; answering inquiries, service requests, and complaints from customers.
- Participating in collection development.
- Overseeing and carrying out inter-library loan processes.
- Developing and providing programs, displays.
- Developing and providing Young Adult programs, services and collections.
- Participating in the provision of website content and maintenance.

Other Functions:

Attends workshops or training related to job functions.

Trains other staff members and volunteers.

Interacts with the community and with other town departments.

Participates in Old Colony Library Network committees and/or professional associations.

May be assigned specific department responsibilities relative to individual interests/skills.

Performs related duties or special projects as required or directed.

Town of Duxbury
Final Job Description

Department: Library

Position Title: Library Associate

Reports To: Library Director and Library Division Head

Contract: Duxbury Free Library Employees, SEIU Local 888

1. Nature of Work: The purpose of this position is to provide paraprofessional support to professional library staff through the performance of varied duties and tasks. Performs professional level duties requiring a thorough knowledge of library procedures, library

organization, and department operations. Must exercise judgment and initiative to perform duties; must be able to work independently and as part of a team.

2. Supervision Received: Works under the direct supervision of the library division head and under the general supervision of the library director. The employee carries out the regular work in accordance with standard practices and previous training. Work is generally reviewed only for technical accuracy, appropriateness of actions or decisions, and conformance with policy or other requirements.
3. Supervision Given: May direct library pages and library volunteers and may act as supervisor of a shift, if so directed, or if no professional staff is available. May train other staff members.
4. Confidentiality: Employee has access to confidential information of the department. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy and the Public Records Act.
5. Accountability: Consequences or errors, missed deadlines or poor judgment may include adverse public relations, monetary loss and delay or loss of library services.
6. Judgment: The work requires examining, analyzing and evaluating facts and circumstances and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents. Employee is expected to weigh efficiency and relative priorities in performing work assignments.
7. Complexity: The work consists of the practical application of assignments in gathering, analyzing and evaluating facts or data; or determining the methods to accomplish the work.
8. Nature and Purpose of Public Contact: Employee interacts with co-workers, and the public to explain department procedures or guidelines. Excellent customer service skills are required involving courtesy, tact, and diplomacy in resolving complaints or concerns with patrons of the library.

9. Recommended Minimum Qualifications:

Minimum Education and Experience: Bachelor's Degree preferred, related education and experience considered.

10. Knowledge, Abilities and Skill

Knowledge: General knowledge of public library services.

Abilities: Ability to communicate effectively, both orally and in writing. Ability to deal with the general public and staff members in a pleasant and tactful manner. Ability to learn and undertake new procedures.

Skill: Excellent computer keyboarding and mouse skills. Excellent inter-personal and good computer skills.

11. Occupational Risk: Minimal occupational risks are associated with the position. Any special safety precautions established by the department must be followed.

12. Physical Requirements: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

Physical Demands: Work requires moderate intermittent physical strength and effort daily, such as bending, lifting, pushing, pulling or carrying the object(s) and stacking them or placing them on shelves. Position routinely requires lifting of objects up to thirty (30) pounds.

13. Motor Skills: Duties involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples include the operation of a personal computer.

14. Visual Demands: Visual demands require the employee to constantly read documents for general understanding and analytical purposes and with a need to distinguish colors.

15. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.*

Uses both the staff and public online library systems to provide circulation, bibliographic, and/or patron advisory services.

Attends library and department meetings.

Information must be presented appropriately and communicated factually.

Works under direct supervision of the appropriate department head to provide library services; duties are designated by the department head.

Duties may include but are not limited to:

Circulation Department

- Working at the circulation desk and circulating materials using the automated system.
- Communicating library policies and procedures to patrons.
- Answering telephone calls, managing relevant ones, and referring others to appropriate staff.
- Registering patrons, collecting fines and fees.
- Providing directional and general readers advisory information to patrons.
- Assisting in physical collection care such as re-shelving, arranging, and weeding as directed.
- Assisting the department head in department planning.
- Performs related duties or special projects as required or directed.

Children's Department

- Working at the children's services desk.
- Communicating library policies and procedures to patrons.
- Answering telephone calls, managing relevant ones, and referring others to appropriate staff.
- Registering patrons.
- Providing reference and reader advisory information to patrons.
- Assisting in collection care or collection development as directed.
- Developing children's programs, displays and web page maintenance.
- Assisting department head in department planning.

Technical Services Department

- Participating in the acquisition and classification of materials.
- Processing library materials.
- Providing online data entry and data editing of library materials.
- Assisting in physical collection care such as mending and weeding, as directed.
- Assisting department head in department planning.

Reference Department

- Assisting professional reference and young adult staff.
- Communicating library policies and procedures to patrons.
- Answering telephone calls, managing relevant ones, and referring others to appropriate staff.
- Providing directional reference and reader's advisory information to patrons.
- Assisting in collection care or collection development as directed, including periodicals, history room materials, and vertical file
- Supervising the use of study rooms, study areas, computer room, research area and department equipment.
- Assisting department head in department planning.

Town of Duxbury Final Job Description

Department: Library

Position Title: Library Assistant

Reports To: Library Director and Library Division Head

Contract: Duxbury Free Library Employees, SEIU Local 888

1. Nature of Work: The purpose of this position is to provide professional library functions through the performance of varied duties and tasks. Performs professional level duties requiring a thorough knowledge of library procedures, library organization, and department operations. Must exercise judgment and initiative to perform duties; must be able to work independently and as part of a team.

2. Supervision Received: Works under the direct supervision of the library division head and under the general supervision of the library director. The employee carries out the regular work in accordance with standard practices and previous training. Work is generally reviewed only for technical accuracy, appropriateness of actions or decisions, and conformance with policy or other requirements.
3. Supervision Given: May direct library pages and library volunteers.
4. Confidentiality: Employee has access to confidential information of the department. Confidentiality must be maintained with regard to this information in accordance with Departmental Policy and the Public Records Act.
5. Accountability: Consequences or errors, missed deadlines or poor judgment may include adverse public relations, monetary loss and delay or loss of library services.
6. Judgment: The work requires examining, analyzing and evaluating facts and circumstances and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents. Employee is expected to weigh efficiency and relative priorities in performing work assignments.
7. Complexity: The work consists of the practical application of assignments in gathering, analyzing and evaluating facts or data; or determining the methods to accomplish the work.
8. Nature and Purpose of Public Contact: Employee interacts with co-workers, and the public to explain department procedures or guidelines. Excellent customer service skills are required involving courtesy, tact, and diplomacy in resolving complaints or concerns with patrons of the library.

9. Recommended Minimum Qualifications:

Minimum Education and Experience: High School Diploma required or GED required, some college preferred.

10. Knowledge, Abilities and Skill

Knowledge: General knowledge of public library services.

Abilities: Ability to communicate effectively, both orally and in writing. Ability to deal with the general public and staff members in a pleasant and tactful manner. Ability to learn and undertake new procedures.

Skill: Ability to use computers for automated library functions.

11. Occupational Risk: Minimal occupational risks are associated with the position. Any special safety precautions established by the department must be followed.

12. Physical Requirements: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.*

Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Work requires moderate intermittent physical strength and effort daily, such as bending, lifting, pushing, pulling or carrying the object(s) and stacking them or placing them on shelves. Position routinely requires lifting of objects up to thirty (30) pounds.

13. Motor Skills: Duties involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples include the operation of a personal computer.
14. Visual Demands: Visual demands require the employee to constantly read documents for general understanding and analytical purposes and with a need to distinguish colors.
15. Essential Functions: *The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or logical assignment to the position.*
 - Uses both the staff and public online library systems to provide circulation, data editing, and/or patron advisory services.
 - Presents information appropriately and factually.
 - Attends library and department meetings as required.
 - May attend workshops or trainings related to job functions.
 - Works under direct supervision of the department head to provide library services; duties are designated by the department head.
 - Works at the circulation desk and circulating materials using the automated system.
 - Communicates library policies and procedures to patrons.
 - Answers telephone calls, managing relevant ones, and referring others to appropriate staff.
 - Registers patrons, collecting fines and fees.
 - Providing directional and general readers advisory information to patrons.
 - Assists in physical collection care such as re-shelving, arranging, and weeding as directed.
 - Carries out network transfers of holds and inter-library loan process as directed.

ADDENDUM E

Town of Duxbury, Massachusetts

OFFICE OF THE BOARD OF SELECTMEN AND TOWN MANAGER



REASONABLE SUSPICION POLICY

The purpose of this policy is to establish the fact that the Town of Duxbury and its employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not punishment, but counseling and rehabilitation of employees with a problem of alcoholism or drug dependency. An employee who comes to a supervisor and requests a leave of absence from work as a result of an alcohol or drug dependency is entitled to a leave of absence for this reason to seek treatment. This policy covers those circumstances where the employer has first approached the employee with reasonable suspicion of drug and/or alcohol dependency.

Testing shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Drug and alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate drug and alcohol test sampling shall be permitted, and the results shall be held in confidence subject to the review committee's decision as hereinafter provided.

The Town Manager, or his/her nominee, the department head, or designee in the department head's absence, shall provide a suspected employee, if applicable, with a written report evidencing reasonable suspicion of his/her use of a controlled substance and/or alcohol prior to the proposed test sampling.

The basis for the directive to submit to a drug and alcohol test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an employee's condition are the following:

1. Balance - normal/questionable
2. Appearance- normal/questionable
3. Speech- clear/slurred/questionable
4. Behavior - cooperative/uncooperative/questionable
5. Body Odor - smell of alcohol or drugs (such as marijuana) on breath or clothes

It is required that the observations of these objective facts by a supervisory employee be documented on the attached form signed by the supervisor, as well as other relevant facts, such as admissions or explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or information, the degree of corroboration, the results of town inquiry and/or other reasonable factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing questionable vehicle or equipment accidents.
3. An employee exhibiting behavior inconsistent with previous performance.
4. An employee exhibiting irritability, mood swings, nervousness, hyperactivity or hallucinations.
5. An employee who is subject to substantiated allegations of use, possession or sale of drugs.

If a test sampling is being considered by the Town, the following process will be followed.

1. The employee will be escorted by his/her supervisor to the Department Head's or nominee's office. In the event the employee in question is a supervisor then the Department Head or nominee will escort him or her to the Department Head's or nominee's office and another supervisor shall be present.

2. The supervisor, Department Head, or nominee should explain to the employee the basis for the belief that there is reasonable suspicion of use of a controlled substance or alcohol by the employee. The employee should be encouraged to discuss the matter, and asked if he/she is receiving any prescription drug(s) that might account for the behavior or if there is any other physical, mental or medical reason for the behavior. If the employee is receiving prescription drugs, the supervisor will require immediate verification from the employee's physician.
3. The Town Manager will make the final decision to have the person submit to testing, or in his/her absence the two (2) supervisors will jointly decide if testing is necessary.
4. If urine, oral fluid, blood and/or hair testing is necessary, the employee in question shall be escorted by their supervisor, or the supervisor's designee, to the testing site. Or the testing entity's mobile unit may be called to the work location to perform the testing.
5. The collector will take a brief medical history and conduct a physical assessment of the employee. Additionally, the collector will explain the testing protocol to the employee in detail. The test will then be administered, and sample sent out according to the chain of custody procedure of the collector and the testing laboratory.
6. The employee will be driven home and he/she will remain suspended without pay until a final determination is made based upon the test results.
7. After the test results have returned, the employee will be given a copy of the test used, the name and location of the laboratory conducting the test, and the test results in writing with an explanation of what the results mean.

The Employee may initiate a review of the directive to submit a test sample within twenty-four (24) hours of the directive. The directive shall be reviewed by a Review Panel of two (2), town counsel or his/her nominee, and an individual with training in drug/alcohol who shall ordinarily meet with in twenty-four (24) hours of the employee's request.

The Review Panel will review evidence brought against the suspected Employee, and only after a majority of the panel votes to uphold the evidence shall testing of the sample be required.

Testing to be performed is to be high quality and highly accurate nature, so as not to subject the employee to the stress and embarrassment of a false positive result.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee, and only members of management with a compelling need for this information.

If drug testing is warranted, an employee may voluntarily participate in a rehabilitation program as a substitute for the drug testing. This circumstance will be considered as a positive alcohol/drug testing result. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Panel has not followed the procedure outlined above, the decision of the Review Panel to require alcohol and drug testing shall be final and binding. The test sample taken from the Employee shall be secured by the Town physician, the Nurse Practitioner or a Testing Laboratory designated by the Town. Refusal to provide the test sample as directed will be treated as a positive result. If the employee refuses to participate in a rehabilitation program he/she will be terminated from employment in the event that the test proves negative, the employee will be paid double time for all regular work hours which the employee lost during this process.

A rehabilitation program shall be mandatory for an employee with a confirmed positive test result, or for any Employee admitting drug usage. Employees who successfully complete a rehabilitation program will not be

disciplined, and they may return to their former job if such position exists. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

A first positive drug and/or alcohol test will result in an unpaid five (5) day suspension. It is incumbent upon the Employee to submit a rehabilitation proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for up to 12 months will be allowed. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic, and the failure to abide by all such conditions and requirements shall result in termination of employment.

The Employee agrees to submit to random drug and/or urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work. If any test during such time yields a positive result, the Employee shall be immediately terminated from employment. Any second positive drug and/or alcohol test based on reasonable suspicion whether or not occurring within the one (1) year period shall result in termination from employment.

A related consequence of a loss of license for more than ninety (90) days may result in termination from employment at the discretion of the Town Manager.

The Town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

Attached: Reasonable Suspicion of Drug Use or Alcohol Misuse Form

Approved by the Town of Duxbury Board of Selectmen on March 24, 2014



Town of Duxbury
Reasonable Suspicion of Drug or Alcohol Misuse Form

Physical Appearance

- | | | |
|---|---|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Flushed | <input type="checkbox"/> Constricted Pupils |
| <input type="checkbox"/> Disheveled | <input type="checkbox"/> Profuse Sweating | <input type="checkbox"/> Bloodshot Eyes |
| <input type="checkbox"/> Dry Mouth | <input type="checkbox"/> Runny Nose | <input type="checkbox"/> Dilated Pupils |
| <input type="checkbox"/> Puncture Marks | <input type="checkbox"/> Tremors | <input type="checkbox"/> Drowsy |
| <input type="checkbox"/> Sunglasses Indoors | <input type="checkbox"/> Glassy Eyes | Other _____ |

Behavior

- | | | |
|----------------------------------|---|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Lack of Coordination | <input type="checkbox"/> Agitated |
| <input type="checkbox"/> Erratic | <input type="checkbox"/> Withdrawn/Avoidant | <input type="checkbox"/> Repetitive |
| <input type="checkbox"/> Swaying | <input type="checkbox"/> Sluggish | <input type="checkbox"/> Hypersensitive |

- Aggressive
- Exaggerated Movements
- Fast Moving
- Tearful
- Restless
- Other _____

Speech

- Normal
- Unusually Loud
- Unusually Soft
- Unusually Fast
- Silent
- Incoherent
- Slurred
- Rambling
- Unusually Talkative
- Stumbles Over Words
- Unusually Slow
- Other _____

Body Odor

- Smell of alcohol on breath or clothes.
- Smell of marijuana, or drugs on breath or clothes.
- Other _____

Comments: _____

Supervisor: _____

Date and Time of Observation: _____

Location: _____

Witnessed by: _____

AllOne Health/Employee Assistance Plan (EAP) can help, call 800-451-1834

Addendum F-Massachusetts Pregnant Workers Fairness Act

On July 27, 2017, “An Act Establishing the Massachusetts Pregnant Workers Fairness Act” was signed into law. The Act prohibits workplace and hiring discrimination related to pregnancy, childbirth, or a related condition, including, but not limited to, lactation or the need to express breast milk for a nursing child. The law further requires employers to provide reasonable accommodations in the workplace for expectant and new mothers. It is the [City/Town]’s policy to comply with the provisions of the Pregnant Workers Fairness Act, including the provision of reasonable accommodations when appropriate.

Under the Act, Town of Duxbury employees have a right to be free from discrimination based upon pregnancy or a condition related to pregnancy. The Town of Duxbury shall not take any adverse action against an employee on the basis of pregnancy or related medical condition, or for requesting or using an accommodation for pregnancy or related medical condition.

Examples of adverse actions include: denying employment opportunities based on pregnancy or related conditions; requiring an employee who is pregnant or has a pregnancy related medical condition to accept an accommodation that the employee chooses not to accept; requiring an employee to take leave if other reasonable accommodation can be provided without undue hardship; making pre-employment inquiry of a job applicant related to pregnancy, childbirth, or a related condition; and, when the need for a reasonable accommodation ceases, failing to reinstate the employee to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits.

Reasonable Accommodations:

An employee working for the Town of Duxbury has a right to reasonable accommodation with respect to pregnancy and/or any condition resulting from pregnancy, so that the employee may perform the essential

functions of the job, unless the requested accommodation will cause an undue hardship on the Town of Duxbury.

These accommodations can include, for example: frequent or longer paid or unpaid breaks; time off to recover from childbirth or complications from pregnancy, with or without pay; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring and/or modified work schedule; light duty and/or assistance with manual labor; and private non-bathroom space for expressing breast milk.

The Town of Duxbury may request documentation from the employee's health care provider(s) about the need for a reasonable accommodation, except in the cases of requests for: more frequent restroom, food or water breaks; seating; limits on lifting more than 20 pounds; and private non-bathroom space for expressing breast milk.

Addendum G-Massachusetts Domestic Violence Leave Act

The Town of Duxbury, as an employer with fifty (50) or more employees, provides the following notice of an act relative to domestic violence leave followed by the related policy. Please read this information carefully.

Any Employer of fifty (50) or more employees is required to provide up to fifteen (15) days of Domestic Violence Leave in a twelve (12) month period to employees who qualify. "Employees" are defined as any "individuals who perform services for and under the control and direction of an employer for wages or other remuneration". There is no distinction between part-time and full-time employees in the calculation of the total number of employees. The employer maintains sole discretion as to whether any Domestic Violence Leave is paid or unpaid.

Employee Eligibility Requirements

Notification

An employee submitting for Domestic Violence Leave is required to inform the employer prior to taking such leave, unless there is an imminent danger to the health or safety of an employee or the employee's family member. However, in the case of imminent danger, the employee shall notify the employer within three (3) workdays that the leave was taken.

Of note, the Act states that, if an unscheduled absence occurs, an employer is not to take "negative action" against the employee within thirty (30) days from the unauthorized absence, or the last day of consecutive absences, if proper documentation is provided (See Documentation Substantiating Domestic Violence Leave). Discipline may be delayed for unexcused absences as a result of this provision.

Exhaustion of Vacation, Personal and Sick Leave

There is no minimum time period an employee must be working for the employer prior to eligibility for Domestic Violence Leave. However, an employee seeking Domestic Violence Leave must exhaust all annual or vacation leave, personal leave and sick leave prior to requesting or taking leave, unless the employer waives this requirement.

Domestic Violence against Employee or Family Member

The provisions of the Act apply if the employee or a family member is a victim of domestic violence (unless the employee is the perpetrator of violence against the family member).

"Domestic violence" is defined as abuse against an employee or the employee's family member by a current or former spouse of the employee or the employee's family member, a person with whom the employee or the employee's family member shares a child in common, a person who is cohabitating with or has cohabitated with the employee or the employee's family member, a person who is related by blood or marriage to the

employee, or a person with whom the employee or employee's family member has or had a dating or engagement relationship.

"Family Member" is defined as persons who are married to one another, persons in a substantive dating or engagement relationship and who reside together, persons having a child in common regardless of whether they have ever married or resided together, a parent, step-parent, child, step-child, sibling, grandparent or grandchild, or persons in a guardianship relationship.

Permitted Reasons for Employee Domestic Violence Leave

Domestic Violence Leave may be used for any of the follow reasons:

- to seek or obtain medical attention, counseling;
- victim services or legal assistance;
- secure housing;
- obtain a protective order from a court;
- appear in court or before a grand jury;
- meet with a district attorney or other law enforcement official;
- attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee;

Employer Request for Documentation Substantiating Eligibility

An employer may require an employee to provide documentation evidencing that the employee or employee's family member has been a victim of abusive behavior and that the leave taken is consistent with the reasons listed above, but cannot require an employee to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. The employee must provide the documentation within a reasonable time period after the employer request, which may be in the form of one of the following documents:

- A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member.
- A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member.
- A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member.
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has admitted to sufficient facts to support a finding of guilt of abusive behavior or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave.
- Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member.
- A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior.
- A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Any of the above-described documentation may be kept in the employee's employment record only as long as required for the employer to make a determination as to whether the employee is eligible. This information shall be kept confidential and should not be disclosed, unless the employee requests or consents in writing to

the release, the release is ordered by a court, the release of information is necessary to protect the safety of the employee or other employees, or the release of information is required by law enforcement in the course of an investigation, or is otherwise required by law.

TOWN OF DUXBURY DOMESTIC VIOLENCE LEAVE ACT POLICY

I. Administrative Policy

It is the Administrative Policy of the Town of Duxbury to implement and administer the provisions of An Act Relative to Domestic Violence. This law is intended to reduce domestic violence, and to provide victims and family members of victims of domestic violence protected work leave for qualifying reasons associated with domestic violence.

II. Definitions

Eligible Employees: All employees who are employed by an Employer of fifty (50) or more employees and have exhausted all vacation, personal, or sick leave.

Qualifying events: “Domestic Violence” against an Eligible Employee or “Family Member” (unless the employee is the perpetrator of violence against the family member) for qualifying reasons.

Domestic violence: Abuse against an employee or the employee’s family member by a current or former spouse of the employee or the employee’s family member, a person with whom the employee or the employee’s family member shares a child in common, a person who is cohabitating with or has cohabitated with the employee or the employee’s family member, a person who is related by blood or marriage to the employee, or a person with whom the employee or employee’s family member has or had a dating or engagement relationship.

Family Member: Persons who are married to one another, persons in a substantive dating or engagement relationship and who reside together, persons having a child in common regardless of whether they have ever married or resided together, a parent, step-parent, child, step-child, sibling, grandparent or grandchild, or persons in a guardianship relationship.

Length of Leave: The leave entitlement under An Act Relative to Domestic Leave is up to fifteen (15) unpaid days of Domestic Violence Leave in a twelve (12) month period to employees who qualify to seek or obtain medical attention, counseling, victim services or legal assistance, secure housing, obtain a protective order from a court, appear in court or before a grand jury, meet with a district attorney or other law enforcement official, attend child custody P proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

III. Procedure

Notice Requirement: An employee submitting for Domestic Violence Leave is required to inform the employer prior to taking such leave, unless there is an imminent danger to the health or safety of an employee or the employee’s family member. However, in the case of imminent danger, the employee shall notify the employer within three (3) workdays that the leave was taken.

IV. Effect of Benefits

- A. An employee granted a leave under this policy will continue to be covered under the employer’s group health insurance plans and life insurance plans under the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.
- B. If the employee fails to return from domestic violence leave, the employer may seek reimbursement from the employee for the portion of the premiums it paid on behalf of that employee (also known as the employer contribution) during the employee’s leave.
- C. An employee shall be in an unpaid leave status for the duration of the leave.

V. Job Protection

- A. If the employee returns to work within the time permitted, a maximum of fifteen (15) days in a twelve (12) month period, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, which he/she would have experienced if he or she had not taken leave under this policy.
- C. If the employee fails to return after qualifying leave under this section, the employee may be terminated, unless reinstated to his/her same or similar position, in accordance with applicable laws, other leave-related policies, and/or appropriate bargaining unit contract language.

Addendum H - Library Free Library Performance Appraisal System

Duxbury Free Library: *Performance Appraisal System for Employees*

Purposes of the Evaluation System

1. To encourage high-level performance.
2. To clarify what is expected of each library employee at the beginning of the appraisal process and periodically throughout that process.
3. To provide direct, constructive feedback about the employee's performance, identifying strengths and areas needing improvement.
4. To stimulate dialogue between the supervisor and the employee about the employee's performance.

Guidelines for Evaluators

1. A blank copy of the evaluation form will be available to each staff member at least two weeks before the scheduled evaluation.
2. At the three- and six-month anniversary dates of employment, staff will be evaluated using the numeric system. At the one-year anniversary of employment, staff will be evaluated using both the numeric system in conjunction with the Performance Management Grid and Setting Smart Goals form.
3. Supervisors will complete an evaluation form for each staff member under their supervision. If an employee works in multiple departments, each supervisor may provide input to the evaluation.
4. Starting on the one-year anniversary date of employment, each staff member will complete the "Performance Management Grid" sheet prior to the evaluation meeting and should bring a copy of this sheet for the supervisor. By the end of the meeting, a mutually agreed upon plan shall be written. The employee may * (star) those points that they would like to discuss. Supervisor should come prepared to highlight aspects of the review.

5. The completed evaluation form will be given to the employee two weeks before the appointment date. If the Setting SMART Goals form is being used, the employee should complete it and give to supervisor one week before the appointment date.
6. At the end of the meeting, the Smart Goals should be revised to reflect any changes discussed.
7. Before leaving the meeting, supervisor(s) and staff member will sign the evaluation form. Staff member may return a comment sheet to the supervisor within two days. The comment sheet will be added to the administrative copy of the evaluation.

Name:

Position:

Appraisal Year:

Performance Evaluation Criteria

O = Outstanding

ER = Exceeds Requirements

MR = Meets Requirements

NI = Needs Improvement

U = Unsatisfactory

NA = Not applicable

Job Knowledge/Skills and Abilities

Employee's knowledge of the job (what is required of the position) and employee's possession of the technical, professional, and operational abilities to perform the job.

Outstanding

- Seeks training and educational opportunities and applies new or updated skills to the position and imparts new knowledge or skill to fellow employees.
- Suggests options or alternatives and pursues their consequences.
- Keeps pace with profession and actively seeks ways to improve self, department, and/or total administration.
- Surpasses skills to do the job.

Exceeds Requirements

- Seeks individual training to upgrade skills.
- Knows job but readily accepts additional temporary responsibilities and/or changes to improve efficiency, accuracy, etc.
- May need direction for new duties but day-to-day operations are accomplished with little or no supervision.
- Is more than competent within the position with motivation for improvement.

Meets Requirements

- Knows the job and has demonstrated the required skills.
- Adequately adjusts to technical/professional advances.
- Receives training and applies it to duties.
- Supervision and/or oversight might be required.

Needs Improvement

- Has the basic skills to do the job and an understanding of the specifics of the responsibilities.
- Might require on-the-job training.
- May not have kept abreast of state-of-the-art knowledge required to perform the job effectively.

Unsatisfactory

- Does not possess the skills to do the job.
- Work production shows little comprehension of the overall picture or the specifics of an assignment.
- Repeated attempts to explain the operation or procedures often prove futile.

Work Habits / Productivity

Individual attributes the employee brings to the position and how these attributes affect working relations. The amount of work employee can perform in a given period of time under normal conditions.

Outstanding

- Demonstrates outstanding productivity.
- Industrious worker.
- Expedites work flow of others.
- Enthusiastically takes on new assignments.

Exceeds Requirements

- Frequently seeks or assumes additional responsibilities.
- Speed and amount of work are beyond basic standard.
- Works with efficiency.
- Willing to take on new assignments.

Satisfactory

- Completes required tasks at an appropriate pace.
- Volume of work is satisfactory.
- Willing to help others as needed.

Needs Improvement

- Works slowly or does just enough to get by.
- Often needs assistance to handle responsibilities.

Unsatisfactory

- Work level is significantly below standards and co-workers' achievements.
- Wastes time on trivial things.
- Avoids own share of workload.

Public Relations and Communication

The manner, skill, responsiveness, and ease the employee demonstrates in dealing with people (i.e. face-to-face interaction, courtesy, telephone, referral skills, etc.)

Employee's ability to communicate ideas to others and to receive and interpret ideas from others, both orally and in writing.

Outstanding

- Always greets people in a friendly and professional manner and treats them with courtesy and respect.
- Extends him/herself to find prompt solutions to problems of patrons or staff, consulting with others in the department as necessary to find the answer or a solution.
- Exceptionally skillful in handling complaints or irate patrons.
- An outstanding speaker with excellent writing skills; keeps supervisor well-informed.

Exceeds Requirements

- Treats the public and staff in a friendly, professional, and respectful manner.

- Goes beyond what is expected in finding answers and solving problems.
- Handles adverse situations calmly and skillfully.
- Speaks and writes clearly, confidently, and coherently.

Satisfactory

- Courteous and professional in most interactions.
- Generally provides answers and responds to problems adequately.
- Able to address day-to-day complaints and to recognize when to refer a situation to a supervisor.
- Communication is organized and easy to understand.
- Listens well.
- Uses correct grammar, spelling, punctuation.
- Communicates regularly.

Needs Improvement

- Courteous and respectful in some situations, but impatient and tactless in others.
- Seldom takes the extra step in providing help or in calling for supervisory assistance.
- Allows biases to enter into some interactions.
- Has some writing, speaking, listening skills.
- Does not communicate on a regular basis nor pays attention to what is communicated.

Unsatisfactory

- Easily loses patience in adverse situations and becomes abrupt and discourteous.
- Easily allows biases to enter into interactions.
- Responds slowly and at times not at all to questions and problems.
- Poor listening skills; communication incomplete, vague, or rambling.

Performance Evaluation

To be completed by: employee and supervisor

Note: The summary appraisal is not necessarily an averaging of the appraisals of the sub items. It is an overall assessment for that criterion.

Job Knowledge/Skills and Abilities	O	ER	MR	NI	U	NA
Understands and effectively utilizes library policies, department policies, and work procedures.						
Able to effectively use required equipment and resources.						
Demonstrates knowledge in all aspects of job; understands job responsibilities and how they fit in with departmental operations.						
Maintains consistently high quality of work with minimum supervision, in slack times and under periods of pressure.						
Sees what needs to be done and assumes responsibility for tasks on own initiative.						
Sees priorities, gets important tasks done first; follows tasks to completion						
Subtotal:						
Comments:						

Work Habits	O	ER	MR	NI	U	NA
Accomplishes required tasks efficiently and in a timely manner. Consistently punctual (starting time, lunch/break)						
Demonstrates the ability to be flexible: willing to tackle new assignments and adapt to changes.						
Works well with others; expedites work flow of others.						
Subtotal:						
Comments:						

Public Relations and Communication	O	ER	MR	NI	U	NA
Listens attentively to members of the public or staff and takes the time to understand their complaints, questions, or problems.						
Responds promptly to members of the public or staff as circumstances warrant.						
Defuses hostility (whenever possible) and doesn't get pulled into unnecessary arguments.						
Deals with members of the public or staff in a calm, courteous, and friendly manner.						
Speaks and writes clearly and confidently in a coherent and organized manner. Presents information and ideas in organized and thoughtful ways.						
Able to receive and interpret ideas from others, both orally and in writing.						
Able to offer or receive constructive criticism or direction in a professional manner.						
Subtotal:						
Comments:						

Calculating Points

To be completed by: supervisor

Please refer back to your appraisal of this employee and place the number corresponding to each summary rating on the appropriate line below. Add the numbers in the vertical column to produce five subtotals. Multiply the subtotals by the appraisal weight to determine the weighted score. Add the weighted scores to produce the total score.

	Outstanding (4)	Exceeds Requirements (3)	Meets Requirements (2)	Needs Improvement (1)	Unsatisfactory (0)
Job Knowledge / Skills & Abilities					
Work Habits					
Public Relations / Communications					
Subtotals					
Weighted Scores					
Total Score					

Calculation of Total Points

<u>Rating</u>	<u>Points</u>
Outstanding	60-64
Exceeds Requirements	44-59
Meets Requirements	28-43
Needs Improvement	12-27
Unsatisfactory	0-11

Performance Management Grid

To be completed by: employee and supervisor

Things you are currently responsible for doing	What would you like to improve on?
What do you think you are doing well?	What do you need from this organization to perform your job more effectively?

Guide to SMART Goals

Completion of this form is not mandatory; however, it can be very helpful when setting SMART Goals.

SMART Goals are Specific, Measurable, Achievable, Realistic, and Timed.

- **Specific** means clearly stating the desired results. Using concrete statements regarding exactly what you wish to accomplish and clearly stating your intended results provides a target to strive for.
- Some goals are more easily **measured** through numerical assessments, others need to be more descriptive. To set descriptive measures, define the current situation using facts, behaviors, results, and concrete examples. Then define the desired situation in the same manner. You can create measures of successful goal achievement. Be sure to define measurements in terms of “current” and “desired” targets.
- Making goals **achievable** means ensuring you have the skills, knowledge, resources, support, and/or potential to achieve the goal. You will also need to list actions or tasks to be completed in order to achieve the goal. Identify potential obstacles to goal achievement and list solutions to be implemented to overcome those obstacles. Clarify the steps to be taken and any actions that will be needed to support success.
- To ensure the goal is **realistic** and to provide a rationale, ask why the goal is important and determine in what ways it makes sense for you to complete this goal. Clarify any benefits of goal achievement and any “costs” associated with missing the goal.
- **Timed** means that goals need a beginning and an ending point. Determine start and completing dates. You should also include interim measures on the timeline to assess progress and make decisions that will ensure success.

Go back and reassess whether this goal still makes sense. Determine progress in achieving the measures set forth. Look at the timeline and decide if the end date is still realistic or if the goal should be adapted in some way to ensure success. The timeline gives you an opportunity to monitor goal success and adapt or adjust course if necessary. In some situations, you may decide to drop this goal in lieu of another more important or meaningful goal based on changing organizational needs.

SMART Goal worksheets Copyright

2016 SORDILL CONSULTING

All Rights Reserved

Setting Goals

To be completed by: employee

Identify a goal for yourself and write a SMART goal for completion:

1. Specifically, what do you want to achieve?

2. How will you measure the goal achievement?

- a. What is the current situation?

- b. What is the desired situation?

- c. How will you know whether you have achieved success or if it is time to discard this goal?

3. Outline a plan for achieving this goal:

- a. What support do you need to achieve this goal? How will you get this support?

- b. What actions or steps do you need to take?

- c. What resources will be required?

- d. Will you need additional skills, knowledge, or information? If so, what and how will you get what you need?

4. In what ways is this goal realistic for you to pursue? What is the rationale for this goal?

- a. Why is this goal important to you?

- b. What are the benefits of accomplishing this goal?

5. Establish a timeline for goal accomplishment:

a. When will you begin working toward this goal?

b. when do you think you will have completed this goal?

c. When and how will you measure your progress and assess the need for adjustments to your plan so you will ensure success in achieving this goal?

<i>Start Date</i>		<i>Interim Measuring Dates</i>			<i>End Date</i>	

Remember that you should plan to assess your goal at periodic intervals to ask yourself the following?

- Does the goal still make sense to pursue?
- What progress have you made on the goal?
- What has changed?
- What have you done in working toward the goal?
- What do you still need to do?
- In what ways does the goal need to be adjusted to stay or get back on course?
- How are you doing against your timeline?

If the goal still makes sense, make any changes that are appropriate and continue working on the goal until the next review point.

Professional Development & SMART Goals

To be completed by: supervisor at time of Review

Development plan for the employee (objective for the coming year):

Signatures / Acknowledgement

Employee Name:

Employee Signature:

Date:

Please note: The employee's signature indicates that he or she has seen this appraisal and discussed it with the supervisor, but does not necessarily mean the employee agrees with the contents.

Comments on the overall appraisal:

Date:

Supervisor Name:

Supervisor Signature:

Comments on the overall appraisal:

Date:

Director Name:

Director Signature:

Comments on the overall appraisal: