



COLLECTIVE BARGAINING AGREEMENT

2019-2022

AN AGREEMENT BETWEEN THE CITY OF EVERETT

AND THE

EVERETT LIBRARY STAFF ASSOCIATION, MLSA
LOCAL 4928, AFT-MA, AFT, AFL-CIO

July 1, 2019 – June 30, 2022

Table of Contents

<u>Article</u>	<u>Topic</u>	<u>Page</u>
X	Preamble	2
1	Recognition	2
2	Union Dues	3
3	Nondiscrimination	3
4	Civil Rights & Existing Benefits	4
5	Union Rights	5
6	Grievance & Arbitration Procedures	5
7	Jury Leave	7
8	Bereavement Leave	8
9	Bulletin Board	8
10	Sick Leave	8
11	Personal Leave	9
12	Vacation Leave	10
13	Holidays	10
14	No Strike	11
15	Longevity	11
16	Hours of Work	12
17	Parental Leave	13
18	Professional Conferences & Educational Allowance	13
19	Job Posting and Bidding	14
20	Mileage	14
21	Insurance & Retirement Programs	14
22	Wages	15
23	Reduction in Force	16
24	Leave of Absence	16
25	Safe Staffing	16
26	Miscellaneous	17
27	Professional Development	17
28	Duration	17
X	Signatures	18
Appendix A	Wage Scales	19
Appendix B	Membership Form	22

Preamble

This agreement is entered into between the City of Everett, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "City") and the Library Staff Association, Massachusetts Library Staff Association, Local 4982, American Federation Teachers Massachusetts, AFL-CIO (hereinafter referred to as the "Union"). The purpose of this Agreement is the promotion of harmonious relations; peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

Definitions

"Employee" or "employees" means the person or persons for whom the Union is recognized as the sole and exclusive bargaining agent.

"City" means the City of Everett acting through its authorized representatives, including the Mayor, the Personnel Director, the Board of Library Trustees, and the Library Director.

"Director" or "Library Director" means the Director of Public Libraries of the City or such person as may be authorized or designated to serve as Acting Director.

"Designated Beneficiary" means the beneficiary designated under the provisions of MGL Chapter 32, unless another beneficiary is filled in writing with the Board of Library Trustees.

"Significant Other/Partner" means the partner of an unmarried couple, including homosexuals, living together in long-term relationships. They must be able to demonstrate they have lived together for a specified period (generally, at least six months), are responsible for each other's financial welfare, are not blood relatives, are at least 18 years of age, are mentally competent, are life partners and are able to be legally married, and are not legally married to anyone else.

Article 1 **Recognition**

- 1.1. In accordance with the certification of the Massachusetts Labor Relations Commission issued December 29, 1978, the City recognized the Union as the sole and exclusive bargaining representative with respect to salaries, hours, and other conditions of employment for all full-time and regular part-time employees of the City of Everett Library Department (Shute Memorial Library and Parlin Memorial Library) who work twenty (20) or more hours per week. The positions of Administrative Clerk and Library Aide/Acquisitions shall be specifically excluded and exempt from the bargaining unit.

Effective July 1, 1996 the collective bargaining unit is to be comprised of employees who work (20) or more hours per week. This change will apply to all employees who were hired after 7/1/96. Employees who work in excess of twelve (12) hours per week and less than twenty (20) hours prior to 7/1/96 will continue to be part of the existing bargaining unit for the purpose of salary schedules only and shall not be entitled to any other benefits under this contract. Employees who are rehired after a termination of more than thirty (30) days will be considered new employees under the terms of this agreement.

An employee who is rehired within 30 days of his/her termination shall retain all levels of benefits that existed at the time of termination. However, seniority will not accrue during the termination period. If the employee's termination is the result of accepting another City position, he/she shall retain his/her same level of benefits that existed at the time he/she left the bargaining unit, but the accrual of bargaining unit seniority will commence from the level it was prior to the time of termination.

Article 2 **Union Dues**

- 2.1. The Union dues of employees covered by this agreement who become members of the Union will be deducted each week by the City from the wages of each employee who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the City in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the City Treasurer from time to time.
- 2.2. The membership and authorization of dues form found in Appendix B shall be used.
- 2.3. The City Treasurer shall transmit promptly each month to the Union Treasurer the deducted Union dues together with a list of the employees whose wages such Union dues have been deducted. The City Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the City Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180, of the General Laws.
- 2.4. The Union to indemnify and hold harmless the City for action taken by the City at the request of the Union pursuant to this Article.

Article 3 **Nondiscrimination**

- 3.1. In accordance with Massachusetts General Laws, Chapter 151B, the City of Everett, by itself or its agent, shall not discriminate because of the race, color,

religious creed, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), genetic information, ancestry, age, military service, political activity (which shall not include illegal activity), or association with or activity in any employee organization of any individual.

Article 4
Civil Rights and Existing Benefits

- 4.1. The City and the Board of Library Trustees reserve and retain all rights and authority not expressly abridged by the specific provisions of this Agreement. Specifically, the City and the Trustees shall have the right to determine Library hours, employee work schedules, use of pages and part-time employees, staffing, promotions, and work assignments; to suspend or discharge employees for just cause; and to promulgate reasonable rules and regulations, provided such rights shall not be exercised in an arbitrary or capricious manner nor be in conflict with this Agreement.
- 4.2. No employee or group of employees within the bargaining unit may modify or waive any provision of this Agreement.
- 4.3. No agreement, understanding, alteration or variation of the agreements, terms or provisions contained in this agreement shall be effective upon the parties unless made and executed in writing by the parties.
- 4.4. The failure of the City or the Union to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the City or of the Union to future performance of any such terms or conditions. The obligations of the Union or of the City to future performance of any such terms or conditions shall continue in full force and effect.
- 4.5. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the City.
- 4.6. Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.
- 4.7. The City reserves the sole discretion to determine if a vacancy will be filled.

Article 5
Union Rights

- 5.1. The Union shall furnish the City with a written list of Union representatives, and shall notify the City of any changes.
- 5.2. A Union representative shall be granted a reasonable opportunity during the work day, without loss of pay, to investigate and resolve grievances in the Library. This shall not interfere with the normal operation of the Library. The Union representative shall notify his/her supervisor before taking work time to investigate Library grievances.
- 5.3. The City may allow the Union to use space available for public use for Union meetings. The Union shall make the request through the Library Director who will notify the City of said request.
- 5.4. The City will provide the Union, in a timely manner, the names and City contact information of newly hired employees.
- 5.5. Time off for Union business
 - a. The members of the bargaining unit committee will be granted reasonable time off without loss of pay or benefits for all meetings held during work hours between the City, its agents or representatives, and the Union, for the purposes of negotiating the terms of the contract or any supplements thereof.
 - b. A Union officer or chapter chair shall be granted reasonable time off, not to exceed one (1) hour for each occurrence, without loss of pay or benefits, to investigate, process, and settle complaints or grievances, provided that the Union officer or chapter chair first request permission from his/her supervisor. Said permission shall not be unreasonably withheld.
- 5.6. **Joint Labor-Management Committee:** There shall be a Joint Labor-Management Committee (“JLMC”) comprised of at least one (1) representative of the Union, at least one (1) representative of the City, and the Library Director. The JLMC shall meet two (2) times per year, or at the request of any party, to discuss ongoing workplace issues and plans at the Library

Article 6
Grievance and Arbitration Procedure

- 6.1. Only matters involving questions of whether the City is complying with its specific and express obligations under this agreement, including matters involving the meaning, application, or interpretation of the agreement shall constitute a grievance under this Agreement.

- 6.2. Grievances shall be processed in the following manner and shall be submitted in writing.

Step 1. Within seven (7) working days of the date the employee knew or should have known of the action giving rise to the grievance, the Union shall submit to the Director (in the case of the custodian the grievance shall be submitted to the Facilities Manager) in writing a grievance, briefly stating the nature of the grievance and the relevant Agreement paragraphs. The Director (in the case of the custodian the Facilities Manager) will attempt to resolve the grievance and will render a written response within three (3) working days. Notwithstanding any other provisions of this contract the supervisor of the custodian shall be the Facilities Manager who shall exercise and retain all rights and authority not expressly abridged by the specific provisions of this Agreement. Specifically, the Facilities Manager shall have the right to determine Library hours, employee work schedules, use of part-time employees, staffing, promotions, and work assignments for custodian(s); to suspend or discharge custodian(s) for just cause; and to promulgate reasonable rules and regulations for custodian(s), provided such rights shall not be exercised in an arbitrary or capricious manner nor be in conflict with this Agreement.

Step 2. If the grievance is not resolved at Step 1, then, within seven (7) working days, the Union shall present it to the Trustees, or may present it directly in Step 3. The Trustees may elect either (a) to return it to the Union within seven (7) working days, in which case the Union may bring it directly to Step 3, or (b) to discuss it with the Union representative and answer/respond in writing within five (5) working days from their receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, it shall be presented to the Mayor or his/her designee in writing within seven (7) working days. The Mayor or his/her designee shall respond in writing within five (5) working days from receipt of the grievance, and, upon request, will meet with the Union regarding the grievance.

Grievances shall be deemed waived unless submitted at each step within the time limits specified. In the instance where a written answer/response is not provided within the specified time limits and no extension has been agreed to, the grievance shall be deemed denied and the Union shall move the grievance to the next step in a timely fashion. Days shall mean working days. Saturday, Sunday, and holidays shall not be counted in the computation of period of time specified in this section.

The Union authorizes the bargaining unit member(s) to resolve the grievance with the Director at or below step one or without the Union's presence or input.

- 6.3. Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator designated by the American Arbitration Association under its procedures. The fee and expenses of the arbitrator shall be shared equally by the parties, and each party shall bear the expense of its own representatives and witnesses.

Submission to arbitration shall be accomplished by filing a demand for arbitration with the American Arbitration Association, with a copy to the Library Director and the City's Personnel Director, within the time limits required by this agreement.

- 6.4. The arbitrator shall be without power to alter, amend, add to, or detract from the language of this Agreement, or to hold ex parte hearings. The decision of the arbitrator within the scope of his/her authority shall be final and binding upon the parties.
- 6.5. It is agreed that a grievance will not be considered valid unless it is presented within seven (7) days after the occurrence or failure of occurrence, as the case may be, of the incident upon which the grievance is based. It is further agreed that an unresolved grievance must be submitted to arbitration within thirty (30) days of the date the Employer response is due at Step 3, or it will be considered dropped. The interim steps of the grievance procedure will be handled expeditiously by both parties.
- 6.6. The procedural time limits may be extended in any particular case by the written agreement of the parties.
- 6.7. Employees covered by Civil Service must, at Step 2 of this procedure, elect whether to proceed to arbitration under this Agreement or exercise their right, under General Laws, Chapter 31.
- 6.8. An employee who is suspended or discharged will be notified of the reason in writing.
- 6.9. Employees shall have the right to have a Union representative present at any formal disciplinary action. (This excludes the mere issuance of discipline. However, if the Employer asks the employee to answer questions or make any statements or responses when the discipline is being issued, the employee shall retain his/her rights to union representation.)
- 6.10. The first six (6) months of employment shall be a probationary period, during which there shall be no right to grieve concerning the discharge or discipline of any employee. For a part-time employee, the probationary period will be one (1) year.

Article 7 **Jury Leave**

- 7.1. Full-time employee required to serve on a jury shall inform the Director promptly. The City will make up the difference between the compensation received for jury duty and employee's loss of pay, based upon a normal week's wages.

Article 8
Bereavement Leave

- 8.1. For any full-time employee paid bereavement leave will substitute for workdays necessarily lost, up to a maximum of three (3) days, normally to be taken within four (4) workdays, except in unusual circumstances, commencing with the day of death, to observe the ritual attending the death of a parent, spouse, significant other/partner, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law.
- 8.2. If the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or a member of the household of the full-time employee, other than for those provided for in paragraph 7.1, falls on a full-time employee's workday, then the full-time employee shall be granted leave with pay for the day to attend the funeral.

Article 9
Bulletin Board

- 9.1. Bulletin board space shall be provided by the City for Union notices concerning Union business.

Article 10
Sick Leave

- 10.1. Effective January 1, 1990, each full-time employee shall be entitled to twelve (12) days of sick leave per calendar year. Unused sick leave may be accumulated, up to a maximum of one hundred eighty (180) days.
- 10.2. An employee shall be entitled to use ten (10) of his or her sick days during any twelve (12) month period in order to care for a husband, wife, significant other/partner, son, daughter, or parent of the employee, as is medically necessary.

The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

The term "son or daughter" means the biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age; or
- 18 years of age or older and incapable of self-care because of mental or physical disability; or
- Over the age of 18, if health condition is severe.

- 10.3. Accumulated sick leave may be used for care of any family members in need of sick leave care, in accordance with the Federal Family Leave Act.

- 10.4.** Upon the death of the full-time employee during the term of the employment or the retirement of the full-time employee under the City Retirement System, one third (1/3) of the unused sick leave shall be paid to the employee or the designated beneficiary a single payment at the pay rate then in effect, up to a maximum of \$4500 in the event of death and \$3500 in the event of retirement. The parties will agree on the amount of unused sick leave to credited to each employee.
- 10.5.** The City may request a medical certificate at the City's cost after three (3) consecutive days' absence or any kind of pattern of sick leave abuse. Where the City requires the medical certificate, and bears the cost of the examination, the examination will be conducted by a doctor designated by the City.
- 10.6.** A committee designated by the Mayor will be appointed. The committee will consist of one representative of the Union, to be appointed by the Union, and such other individuals as designated by the Mayor. The committee will determine the various criteria which will be necessary for the granting of extended sick leave in extraordinary situations after an employee has exhausted sick leave. Such criteria will be considered by the committee in determining whether an employee will be granted extended sick leave. The committee shall also determine the procedures to be followed by employees in applying for eligibility. One of the criteria to be considered by the committee will be hospitalization and post hospitalization convalescence.
- 10.7.** If a full-time employee uses no sick or personal leave during the calendar year (January 1 to December 31) the full-time employee will be entitled to receive an attendance bonus of three (3) days' pay at the full-time employee's usual hourly rates of up to seven (7) hours for each day. For the custodian the days shall be at the employee's usual rate of pay of up to (8) hours for each day. The following schedule will apply for those with perfect or near perfect attendance:

Sick Leave Used During Fiscal Year	Attendance Bonus Days of Pay
0	3
1	2
2	1

Such bonus will be paid on the first day of the next calendar year.

Article 11
Personal Leave

- 11.1.** Full-time employees covered by this Agreement will be granted three (3) personal days each year. Personal days may be used for personal needs, and shall be subject to no other restriction other than proper notice. Except in extreme emergency situations, employees shall provide a minimum of three (3) working days' notice of their intent to use a personal day to the Director.

11.2. Full-time employees shall receive their regular compensation on personal days. Personal days shall be used in the year granted, and shall not accumulate from year to year, except that personal days not used prior to December 31 of any year shall be added to the employee's vacation balance without constraint.

Article 12
Vacations

12.1. Each full-time employee shall be granted a vacation without loss of pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Time Off for Vacation</u>
1-4 Years	2 Weeks
5-9 Years	3 Weeks
10-19 Years	4 Weeks
20+ Years	5 Weeks

Employees holding a Masters Degree in Library Science will receive 3 weeks of vacation on their anniversary date after completing 2 years of service. (These 3 weeks encompass the 2 weeks of vacation provided to employees with 1 through 4 years of service.)

12.2. The number of full-time employees who may take time off for vacation at any one time shall be subject to the needs of the Library as determined by the Director. In the granting of time off for vacation, the Director will be guided by the requests of employees, and will, in case of conflict, attempt to allow senior employees priority.

12.3. Vacation leave may be carried from one year to another with the signature of the Director. A full-time employee whose employment is terminated without his/her having been granted the vacation to which he/she is entitled under this Article shall be paid an amount in lieu of such vacation in accordance with the provisions of Section 11 1 E of Chapter 41 of the General Laws.

Article 13
Holidays

13.1. The following shall be celebrated as holidays under this agreement:

- New Years Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Christmas
- Independence Day
- Labor Day

- Columbus Day
- Veterans Day
- Thanksgiving Day
- ½ day on Good Friday

The hour at which the Library is closed on Christmas Evening, shall be the same as the hour City Hall closes on Christmas Evening as may be declared by the Mayor. Full-time employees shall be entitled to the above Holidays.

No union employee will be required to work on the Saturday before Memorial Day, but this will not necessarily result in the closing of the libraries.

13.2. A full-time employee who does not work one of these days due to the celebration of the holiday, shall receive pay for such day as a normal work day (one fifth of the weekly straight time salary) but this shall be in place of, not in addition to, the weekly straight time salary.

13.3. Bunker Hill will be deleted as a holiday and in its place will be a floater holiday where employees will be entitled to use during the month of his/her birthday. For the months of July, August, September, and November 2014, employees whose birthdays fell in those months, said employees will be eligible to use the floater holiday within 30 days of the execution of this agreement.

The parties agree to re-open this article of the agreement during the life of this agreement for the limited purpose of negotiations on using Bunker Hill Day on any day within the calendar year in the event any other non-school bargaining unit agrees to remove Bunker Hill Day and is entitled to use the floater holiday during the calendar year.

Article 14
No Strike

14.1. The Union, its officers, and its members hereby agree to comply with the provisions of Massachusetts General Laws, Chapter ISOE, which state, "No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employee," and furthermore, if the law is amended to permit public employee strikes, the Union will nevertheless adhere to the language of the statute during the full term of this Agreement.

Article 15
Longevity

15.1. A longevity payment shall be made to each full-time employee in accordance with the following schedule:

<u>Length of Service</u>	<u>Amount of Payment</u>
10 Years	\$800
15 Years	\$1,050
20 Years	\$1,250
25 Years	\$1,500
30 Years	\$1,700

15.2. Payment shall be a lump sum payable on or about the full-time employee's anniversary date of employment with the City. A full-time employee who retires or dies during the year shall be entitled to a pro rated payment for any period of the year for which the employee has not received payment.

Article 16
Hours of Work

16.1. The normal full-time work week for both Libraries shall be thirty-five (35) hours per week. The normal work week for full-time custodial employees shall be forty (40) hours per week.

16.2. All employees shall be allowed a 15 minute rest period in each half of a seven (7) hour shift. All employees who are scheduled for a seven (7) hour shift shall receive an unpaid meal period. All employees shall be allowed a 15 minute rest period in each half of an eight (8) hour shift. All employees who are scheduled for an eight (8) hour shift shall receive a one hour unpaid meal period.

16.3. Employee scheduling requests shall be submitted in writing and answered in a reasonable period of time, depending on the circumstances.

16.4. Full-time employees who work beyond their normal schedule shall be given compensatory time off. Compensatory time may be accumulated up to one hundred forty (140) hours, in accordance with the Fair Labor Standards Act. Accumulated compensatory time will be used within ninety (90) days. Compensatory time between 35-40 hours shall be earned on a straight-time basis. Compensatory time for hours worked in excess of 40 shall be earned at the rate of time and one-half.

16.5. Full-time employees who attend professional conferences at times when they are not scheduled to work shall, if they have secured prior authorization in accordance with Article 18, receive compensatory time off for the time they are at the meeting.

16.6. The Union will be notified of permanent changes in work schedules, and will be given the opportunity to discuss said changes before they are implemented.

- 16.7. When the library is closed due to inclement weather or any other emergency, part-time employees who are covered by this agreement and who are scheduled to work shall receive notice of non-work at least four hours prior to start of scheduled work. If the part-time employee is not timely notified (4 hours prior) the employee shall be paid for scheduled work not to exceed (3) hours pay.
- 16.8. If the Director of City Facilities determines that the Parlin Library can't be shoveled out, the library shall be closed. Employees shall be notified of the Director's determination by 7:00 a.m.
- 16.9. The Library shall be heated during the cold winter months, and shall be air conditioned in the warm summer months. No employee shall be required to work in areas where the temperature goes below 60 degrees Fahrenheit or above 85 degrees Fahrenheit. In instances where temperatures do not meet the aforementioned criteria, employees shall be moved to areas within the Library which do meet the climate regulations or sites at another library building. If employees cannot be moved, they shall not be required to work, and as a result shall suffer no monetary loss due to temporary closings.

Article 17
Parental Leave

- 17.1. Full-time employees who have completed their probationary period and who have provided notice pursuant to General Laws Chapter 149, Section 105D, will be granted unpaid parental in accordance with the statute. Parental leave without pay shall be terminated no later than (6) months after date of delivery.
- 17.2. Parental leave without pay shall also apply to an adopting parent under the same conditions as indicated in Article 17.1.
- 17.3. In accordance with City policy, Employees shall use accrued vacation, personal, and sick time concurrently with any parental leave.

Article 18
Professional Conferences and Educational Allowances

- 18.1. Consistent with the needs of the Library and with consideration for equitable distribution of such opportunities among the staff the Director and the Trustees may authorize employees to attend professional conferences either within or outside Massachusetts. When the conference is within Massachusetts, the City will give the employee time off without loss of pay to attend, and will pay the cost of registration and mileage.
- 18.2. Consistent with the staffing needs of the Library, an official Union representative and alternate may be allowed to attend the annual educational conference sponsored by the Union without loss of pay

18.3. The City will provide reimbursement to full-time employees who have completed six (6) months of full-time service for the City, for costs and materials for library science courses successfully completed at other accredited institutions approved by the Director, under the following conditions:

- a. Courses must be approved by the Director prior to enrollment.
- b. Courses must be taken after hours, or on the employee's own time.
- c. Subject to appropriation and funding, reimbursement under this provision shall be limited to \$8,000.00 per employee per year, with a maximum of \$4,000.00 per employee each semester.
- d. Subject appropriation and funding, the total reimbursement for all bargaining unit employees under Article 18.3 shall not exceed \$16,000.00 in any year.
- e. An employee receiving reimbursement under the provisions of Article 18.3 shall agree to remain in the employ of the City for one (1) full year following receipt of reimbursement. If such employee leaves City service prior to the completion of one (1) full year, he/she shall repay to the City the amount of reimbursement received.

Amounts paid under this article are subject to prior appropriation and funding.

Article 19
Job Posting and Bidding

19.1. Before filling a position covered by this Agreement, other than temporarily, the intention to fill the position shall be posted in a conspicuous place listing the pay, duties, and qualifications, and shall remain posted for ten (10) days, during which time interested employees may apply in writing to the Director. The Union representative shall be notified in writing at the time of posting.

Article 20
Mileage

20.1. Employees required to use personal vehicles for Library business authorized in advance shall be reimbursed at the rate then prevailing for City employees.

Article 21
Insurance and Retirement Programs

21.1. The City agrees to maintain in effect, for the duration of this Agreement, an indemnity program and/or its equivalent and an HMO and/or its equivalent, a life insurance program, and retirement program.

21.2. The Union may designate a representative on the City employees' insurance committee.

- 21.3.** Contributions for employees to the premiums for an HMO or its equivalent and for an indemnity program or its equivalent shall be 15%.
- 21.4.** Upon the request of the City, the Union agrees to reopen this Article during the term of this Agreement for further negotiation. Any changes or modifications agreed to by the parties may become effective prior to the expiration of the Agreement.
- 21.5.** Participation in City-wide discussions regarding health coverage:
- a. At the request of the City, the Union agrees to participate in City-wide health insurance discussions/bargaining with other employee organizations representing City employees and the City.
 - b. The Union agrees to be bound by any modification or alteration of existing insurance programs recommended by a majority vote of the Insurance Advisory Committee (IAC) and accepted by the City.
 - c. At the request of the City, the Union agrees to participate in group coalition health insurance bargaining in the City and be bound by the results of any such coalition bargaining group if such is established providing all other groups (except school department employees, management non-union groups) are bound.

Article 22
Wages

- 22.1.** Effective July 1, 2019 there shall be a 2% increase on all base wages. A Step 8 shall be added to the wage scale at 3% above the current Step 7.
- Effective July 1, 2020 there shall be a 2% increase on all base wages. Step 1 shall be removed from the wage scale.
- Effective July 1, 2021 there shall be a 2% increase on base wages.
- 22.2.** On the anniversary date employment or anniversary date of promotion employees shall proceed to the next step on the salary schedule.
- 22.3.** The Parties agree, effective January 1, 2016, all members of the bargaining unit shall participate in Direct Deposit. Any employee who is participating in the direct deposit program on December 31, 2014 shall receive a one-time \$100.00 stipend.

Article 23
Reduction in Force

- 23.1. In the event it becomes necessary, for bona fide economic reasons, to reduce the work force, the Library shall notify the Union at least forty-five (45) days in advance of any reductions, and the parties shall meet to determine ways to avoid reductions in force
- 23.2. When reductions remain necessary, voluntary reductions shall occur prior to forced reductions.
- 23.3. Layoffs shall be based upon qualifications. Where qualifications are equal, layoffs shall be in order of seniority; the least senior employees shall be the first to be laid off.
- 23.4. Employees shall be entitled to recall for an open position for a period of up to two (2) years from the date of their layoff, and shall be conducted on the basis of seniority.

Article 24
Leave of Absence

- 24.1. Upon written request, an employee may be granted a leave of absence, not to exceed a twelve month period, at the discretion of the Director, in accordance with past practices.

Article 25
Safe Staffing

- 25.1. **Safe Staffing:** Based on operational, staffing or economic needs, the Employer may assign or move two (2) employees per floor at each library if in the sole discretion of the Library Director, the Library Director determines there is a need. An employee who is the sole employee on a floor may request to be relocated to another area of the library with more staff. The Library Director, in his/her sole discretion, may grant said request based on the operational and staffing needs of the Library.
- 25.2. The City will work with the Everett Police Department to have a presence at the libraries from 3:00 PM until closing. This provision of the contract shall not be subject to the grievance procedure.
- 25.3. **Training and Safety:** The parties agree to establish a safety committee. The committee will consist of the library director and two staff members appointed by the Union. The committee shall meet within three (3) months of the execution date of the Collective Bargaining Agreement and shall regularly report back its findings. The committee will work collaboratively and if any changes to the

Collective Bargaining Agreement are proposed, the parties will negotiate said changes. This committee will meet as library specific committee to discuss and recommend policies regarding staff safety and management of difficult and potentially dangerous situations and will also be part of a city wide committee who will work with the City's insurer in order to establish safety training policies. The committee shall create a written safety plan which will be updated as needed and distributed to Library staff annually.

Article 26
Miscellaneous

- 26.1. Upon request, each employee will be issued an annual parking pass. Each employee must renew his/her request each year.
- 26.2. Eyeglasses or similar personal property damaged in the line of duty without fault of the employee will be paid for or replaced by the City, up to a maximum of \$75.00.
- 26.3. When asked for name identification by a patron, it is acceptable to respond with a first name and identifying department, e.g. "Darlene from the Parlin Library." On the occasion that staff names are duplicates, then a last initial should be added.

Article 27
Professional Development

- 27.1. Representatives of the Union shall meet with the Library Director two (2) times per year to discuss which areas of professional development are most relevant to staff needs.
- 27.2. The Employer shall make their best efforts to provide staff with at least one (1) paid professional development opportunity each calendar year.

Article 28
Duration

- 28.1. This Agreement shall be effective as of July 1, 2019, through the period ending June 30, 2022, and shall remain in effect from year to year. unless either party hereto, desiring to terminate or amend any provision of this contract, sends written notice of the same to the other no later than three (3) months prior to the termination date hereto or any succeeding anniversary date.

Signatures

For the Union

Signature *Date*

Signature *Date*

For the City

Signature *Date*

Signature *Date*

Appendix A – Wage Scales

Effective July 1, 2019

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2	Hourly	\$19.14	\$19.80	\$20.48	\$20.89	\$21.95	\$22.39	\$22.84	\$23.52
	OT Rate	\$28.70	\$29.70	\$30.72	\$31.33	\$32.93	\$33.58	\$34.26	\$35.28
	Daily	\$133.95	\$138.59	\$143.37	\$146.23	\$153.65	\$156.72	\$159.86	\$164.66
	Weekly	\$669.73	\$692.94	\$716.86	\$731.14	\$768.26	\$783.62	\$799.32	\$823.30
	Annual	\$34,826.06	\$36,032.72	\$37,276.51	\$38,019.07	\$39,949.73	\$40,747.98	\$41,564.80	\$42,811.74
4	Hourly	\$22.51	\$23.31	\$24.12	\$24.97	\$25.85	\$26.36	\$26.89	\$27.69
	OT Rate	\$33.77	\$34.96	\$36.18	\$37.45	\$38.77	\$39.54	\$40.33	\$41.54
	Daily	\$157.58	\$163.15	\$168.86	\$174.79	\$180.93	\$184.50	\$188.21	\$193.86
	Weekly	\$787.90	\$815.75	\$844.31	\$873.94	\$904.64	\$922.49	\$941.05	\$969.28
	Annual	\$40,970.75	\$42,418.74	\$43,903.86	\$45,444.67	\$47,041.18	\$47,969.38	\$48,934.70	\$50,402.75
5	Hourly	\$24.43	\$25.30	\$26.17	\$27.09	\$28.04	\$28.60	\$29.17	\$30.05
	OT Rate	\$36.64	\$37.94	\$39.26	\$40.64	\$42.06	\$42.90	\$43.76	\$45.07
	Daily	\$171.00	\$177.07	\$183.21	\$189.64	\$196.28	\$200.21	\$204.20	\$210.33
	Weekly	\$855.02	\$885.36	\$916.06	\$948.19	\$981.39	\$1,001.03	\$1,021.02	\$1,051.65
	Annual	\$44,460.78	\$46,038.72	\$47,635.22	\$49,305.98	\$51,032.44	\$52,053.46	\$53,093.04	\$54,685.83
6	Hourly	\$26.51	\$27.44	\$28.44	\$29.40	\$30.42	\$31.03	\$31.65	\$32.60
	OT Rate	\$39.76	\$41.16	\$42.66	\$44.09	\$45.62	\$46.54	\$47.48	\$48.90
	Daily	\$185.57	\$192.07	\$199.06	\$205.77	\$212.91	\$217.20	\$221.55	\$228.20
	Weekly	\$927.84	\$960.33	\$995.32	\$1,028.87	\$1,064.57	\$1,085.99	\$1,107.77	\$1,141.00
	Annual	\$48,247.84	\$49,937.16	\$51,756.43	\$53,501.45	\$55,357.85	\$56,471.69	\$57,604.09	\$59,332.21
7	Hourly	\$28.76	\$29.76	\$30.81	\$31.89	\$33.00	\$33.67	\$34.34	\$35.37
	OT Rate	\$43.15	\$44.65	\$46.22	\$47.83	\$49.50	\$50.51	\$51.52	\$53.06
	Daily	\$201.35	\$208.35	\$215.70	\$223.20	\$230.98	\$235.69	\$240.40	\$247.62
	Weekly	\$1,006.74	\$1,041.73	\$1,078.50	\$1,115.98	\$1,154.90	\$1,178.46	\$1,202.02	\$1,238.08
	Annual	\$52,350.48	\$54,169.75	\$56,081.84	\$58,031.06	\$60,054.54	\$61,279.76	\$62,504.99	\$64,380.14
8	Hourly	\$31.21	\$32.29	\$33.44	\$34.61	\$35.81	\$36.53	\$37.26	\$38.38
	OT Rate	\$46.82	\$48.44	\$50.15	\$51.91	\$53.72	\$54.79	\$55.89	\$57.57
	Daily	\$218.48	\$226.05	\$234.05	\$242.26	\$250.69	\$255.68	\$260.82	\$268.65
	Weekly	\$1,092.42	\$1,130.26	\$1,170.25	\$1,211.30	\$1,253.43	\$1,278.42	\$1,304.12	\$1,343.24
	Annual	\$56,805.84	\$58,773.62	\$60,852.79	\$62,987.65	\$65,178.20	\$66,477.68	\$67,814.29	\$69,848.72

Appendix A – Wage Scales

Effective July 1, 2020

Grade		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2	Hourly	\$20.20	\$20.89	\$21.31	\$22.39	\$22.84	\$23.30	\$23.99
	OT Rate	\$30.29	\$31.33	\$31.96	\$33.58	\$34.26	\$34.95	\$35.99
	Daily	\$141.37	\$146.23	\$149.15	\$156.72	\$159.86	\$163.08	\$167.93
	Weekly	\$706.86	\$731.14	\$745.77	\$783.62	\$799.32	\$815.39	\$839.66
	Annual	\$36,756.72	\$38,019.07	\$38,780.20	\$40,747.98	\$41,564.80	\$42,400.18	\$43,662.53
4	Hourly	\$23.78	\$24.60	\$25.47	\$26.37	\$26.89	\$27.43	\$28.24
	OT Rate	\$35.66	\$36.90	\$38.20	\$39.55	\$40.33	\$41.14	\$42.37
	Daily	\$166.43	\$172.22	\$178.29	\$184.57	\$188.21	\$191.99	\$197.71
	Weekly	\$832.17	\$861.08	\$891.43	\$922.85	\$941.05	\$959.97	\$988.53
	Annual	\$43,272.68	\$44,776.37	\$46,354.31	\$47,987.94	\$48,934.70	\$49,918.60	\$51,403.72
5	Hourly	\$25.81	\$26.69	\$27.63	\$28.60	\$29.17	\$29.75	\$30.65
	OT Rate	\$38.71	\$40.04	\$41.45	\$42.90	\$43.76	\$44.63	\$45.98
	Daily	\$180.64	\$186.85	\$193.42	\$200.21	\$204.20	\$208.27	\$214.56
	Weekly	\$903.21	\$934.27	\$967.11	\$1,001.03	\$1,021.02	\$1,041.37	\$1,072.79
	Annual	\$46,966.92	\$48,581.99	\$50,289.88	\$52,053.46	\$53,093.04	\$54,151.19	\$55,784.82
6	Hourly	\$27.99	\$29.01	\$29.99	\$31.03	\$31.65	\$32.28	\$33.25
	OT Rate	\$41.98	\$43.51	\$44.98	\$46.54	\$47.48	\$48.42	\$49.88
	Daily	\$195.92	\$203.06	\$209.92	\$217.20	\$221.55	\$225.98	\$232.76
	Weekly	\$979.61	\$1,015.31	\$1,049.58	\$1,085.99	\$1,107.77	\$1,129.91	\$1,163.82
	Annual	\$50,939.62	\$52,796.02	\$54,578.16	\$56,471.69	\$57,604.09	\$58,755.06	\$60,518.64
7	Hourly	\$30.36	\$31.43	\$32.53	\$33.66	\$34.34	\$35.03	\$36.08
	OT Rate	\$45.53	\$47.14	\$48.79	\$50.49	\$51.52	\$52.54	\$54.12
	Daily	\$212.49	\$219.98	\$227.69	\$235.62	\$240.40	\$245.19	\$252.54
	Weekly	\$1,062.43	\$1,099.92	\$1,138.47	\$1,178.10	\$1,202.02	\$1,225.94	\$1,262.71
	Annual	\$55,246.46	\$57,195.68	\$59,200.60	\$61,261.20	\$62,504.99	\$63,748.78	\$65,660.87
8	Hourly	\$32.94	\$34.11	\$35.30	\$36.53	\$37.26	\$38.01	\$39.15
	OT Rate	\$49.40	\$51.16	\$52.95	\$54.79	\$55.89	\$57.01	\$58.72
	Daily	\$230.55	\$238.76	\$247.12	\$255.68	\$260.82	\$266.04	\$274.03
	Weekly	\$1,152.75	\$1,193.81	\$1,235.58	\$1,278.42	\$1,304.12	\$1,330.18	\$1,370.17
	Annual	\$59,943.16	\$62,078.02	\$64,250.00	\$66,477.68	\$67,814.29	\$69,169.46	\$71,248.63

Appendix A – Wage Scales

Effective July 1, 2021

Grade		Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2	Hourly	\$20.60	\$21.31	\$21.74	\$22.84	\$23.30	\$23.77	\$24.47
	OT Rate	\$30.91	\$31.96	\$32.60	\$34.26	\$34.95	\$35.65	\$36.70
	Daily	\$144.23	\$149.15	\$152.15	\$159.86	\$163.08	\$166.36	\$171.29
	Weekly	\$721.14	\$745.77	\$760.77	\$799.32	\$815.39	\$831.81	\$856.44
	Annual	\$37,499.28	\$38,780.20	\$39,559.88	\$41,564.80	\$42,400.18	\$43,254.12	\$44,535.04
4	Hourly	\$24.26	\$25.09	\$25.98	\$26.90	\$27.43	\$27.98	\$28.80
	OT Rate	\$36.38	\$37.64	\$38.97	\$40.35	\$41.14	\$41.97	\$43.21
	Daily	\$169.79	\$175.64	\$181.86	\$188.28	\$191.99	\$195.85	\$201.63
	Weekly	\$848.95	\$878.22	\$909.28	\$941.41	\$959.97	\$979.25	\$1,008.17
	Annual	\$44,145.19	\$45,667.44	\$47,282.51	\$48,953.27	\$49,918.60	\$50,921.05	\$52,424.74
5	Hourly	\$26.33	\$27.22	\$28.18	\$29.17	\$29.75	\$30.35	\$31.26
	OT Rate	\$39.49	\$40.84	\$42.27	\$43.76	\$44.63	\$45.52	\$46.89
	Daily	\$184.28	\$190.57	\$197.28	\$204.20	\$208.27	\$212.42	\$218.84
	Weekly	\$921.42	\$952.83	\$986.39	\$1,021.02	\$1,041.37	\$1,062.08	\$1,094.21
	Annual	\$47,913.68	\$49,547.32	\$51,292.33	\$53,093.04	\$54,151.19	\$55,227.90	\$56,898.66
6	Hourly	\$28.55	\$29.59	\$30.59	\$31.65	\$32.28	\$32.93	\$33.92
	OT Rate	\$42.82	\$44.39	\$45.88	\$47.48	\$48.42	\$49.39	\$50.87
	Daily	\$199.85	\$207.13	\$214.13	\$221.55	\$225.98	\$230.48	\$237.41
	Weekly	\$999.24	\$1,035.66	\$1,070.64	\$1,107.77	\$1,129.91	\$1,152.40	\$1,187.03
	Annual	\$51,960.64	\$53,854.16	\$55,673.44	\$57,604.09	\$58,755.06	\$59,924.59	\$61,725.30
7	Hourly	\$30.97	\$32.06	\$33.18	\$34.33	\$35.03	\$35.73	\$36.80
	OT Rate	\$46.45	\$48.09	\$49.77	\$51.50	\$52.54	\$53.60	\$55.20
	Daily	\$216.77	\$224.41	\$232.26	\$240.33	\$245.19	\$250.11	\$257.61
	Weekly	\$1,083.85	\$1,122.05	\$1,161.32	\$1,201.66	\$1,225.94	\$1,250.57	\$1,288.06
	Annual	\$56,360.30	\$58,346.65	\$60,388.69	\$62,486.42	\$63,748.78	\$65,029.69	\$66,978.91
8	Hourly	\$33.60	\$34.79	\$36.01	\$37.26	\$38.01	\$38.77	\$39.93
	OT Rate	\$50.40	\$52.19	\$54.01	\$55.89	\$57.01	\$58.16	\$59.90
	Daily	\$235.19	\$243.55	\$252.04	\$260.82	\$266.04	\$271.39	\$279.53
	Weekly	\$1,175.96	\$1,217.73	\$1,260.21	\$1,304.12	\$1,330.18	\$1,356.96	\$1,397.66
	Annual	\$61,149.82	\$63,321.80	\$65,530.92	\$67,814.29	\$69,169.46	\$70,561.76	\$72,678.06

Appendix B Membership Form

MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



FIRST NAME: _____ **LAST NAME:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

UNIT: (CHECK ONE)

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.

- Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

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

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

SIGNATURE: _____ **DATE:** _____

FOR TREASURER USE ONLY			
<input type="checkbox"/> FULL DUES RATE	<input type="checkbox"/> HALF DUES RATE	<input type="checkbox"/> QUARTER DUES RATE	<input type="checkbox"/> EIGHTH DUES RATE