



COLLECTIVE BARGAINING AGREEMENT

2018-2021

AN AGREEMENT BETWEEN THE CITY OF MEDFORD

AND THE

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

July 1, 2018 – June 30, 2021

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Article 1
Preamble and Recognition

- 1.0 The Employer recognizes the Union, Medford Library Staff Association, MLSA, AFT Massachusetts, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work and other conditions of employment for all full-time and regularly scheduled twenty (20) hours or more per week permanent part-time employees of the Library, excluding the Library Director, Assistant Library Director, custodians, confidential employees, pages, and other employees of the City of Medford.
- 1.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any terms contained in this Agreement.

Article 2
Management Rights

2.0 The Union recognizes the inherent right and/or responsibility of the City and its representatives to supervise, control, and manage the City, its Library, and its staff. The Union recognizes the right of library management to direct those employees covered by this Agreement in accordance with his/her responsibilities. Management rights include but are not limited to:

- Selection and hiring of employees
- Determination of job tasks, assignments, and schedules
- Promotion and demotion
- Supervision of productivity
- Budget planning
- Establishment of wages, schedules, hours
- Supervision of conditions of employment and working conditions
- Establishment of performance standards
- Creation and elimination of positions
- Management of layoffs and transfer hiring
- Implementation of new policies, procedures, and services

Management reserves the right to discipline, suspend, or discharge employees for just cause, and the right to promulgate policy, rules, and/or regulations provided that such rights shall not be implemented in conflict with the terms of this Agreement, except as specifically provided herein by the express terms of this Agreement, such inherent rights of the Employer are reserved to it and retained herein. The Union reserves its right to negotiate hours of work, wages, and other conditions of employment under M.G.L. Ch. 150E.

Article 3

Union Dues

- 3.0 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement 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 applicable provisions 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. The dues authorization and membership form in Appendix A shall be used.
- 3.1 The City Treasurer shall transmit promptly each week to the Union Treasurer the deducted union dues together with a list of the employees from whose wages such union dues shall have been deducted. And 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 the General Laws.

Article 4

Discrimination

- 4.0 There shall be no discrimination by representatives of the Employer or representatives/employees of the Union against any employee whether covered or not by the terms of this Agreement because of race, creed, color, sex, age, country of origin, genetics, sexual orientation, gender identity or gender expression. The employee and the City shall receive the full protection of this Agreement.

Article 5

Grievance Procedure

- 5.0 A grievance refers to (1) a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement or (2) that an employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees. Any grievance shall be settled in the following manner except for suspension or discharge which shall commence at Step 2.
- 5.1 Step 1. The aggrieved employee, with or without the Union Steward and/or Union representative, shall take up the grievance in writing with the Library Director or designee within ten (10) full working days of the date of the grievance or within ten (10) full working days of the employee's knowledge of its occurrence, whichever first occurs. The Director or designee shall attempt to adjust the matter and shall respond to the Steward or representative within three (3) full working days. If no answer is received within the time limits then the grievance shall be deemed denied and may be appealed to the next step.
- 5.2 Step 2. If the grievance still is unsettled it shall be presented to the Employer or designee in writing within ten (10) Monday through Friday working days after the response of the Library Director or designee is due. Employer or designee may conduct a hearing and respond in writing within ten (10) working days Monday through Friday of such hearing, otherwise the Employer must respond in writing if no hearing is held, within ten (10) full working days Monday through Friday of receipt of such grievance form. Time periods may be extended by mutual agreement in writing. If no answer is received within the time limits, the grievance shall be deemed denied

and may be appealed to the next step.

- 5.3 Step 3. If the grievance still is unsettled, either party may, within fifteen (15) days after the reply of the Employer is due, by written notice to the other, request arbitration.
- 5.4 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the State Board of Conciliation and Arbitration will be requested to provide a list of five (5) arbitrators from which a selection shall be made. The party filing for arbitration shall first eliminate a name, with the other party eliminating the next name so that one name shall finally remain.
- 5.5 The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or otherwise modify the terms of this Agreement. Expenses and fees for such arbitration shall be shared equally, but each party shall pay for its own representative and witnesses. The decision of the arbitrator shall be legal and binding upon the parties and shall be subject to the provisions of Chapter 150E of the General laws and related laws.

Article 6 **Union Representative**

- 6.0 The Union agrees that employees shall not conduct Union business meetings or conferences while on duty.
- 6.1 The Union shall furnish the Employer with a written list of Union steward(s) and other representatives immediately after the designation of such representatives. The Union shall promptly notify the Employer of any changes in the list of representatives.
- 6.2 Upon request of the steward, the Director or designee shall provide reasonable time without loss of pay or benefits for the steward to meet with an employee who alleges that he/she has been aggrieved under the terms of the Agreement between the parties. The steward and the employee shall remain at the Library during this period. Such time for investigation of grievances shall incur no additional costs, including overtime. Except for a grievance involving disciplinary action, if, in the judgment of the Director or designee, time off for such grievance investigation(s) interferes with staffing coverage, Library operations, or service to the public, then the employee and the steward shall meet at another reasonable time, which does not so interfere. The Director shall not summarily or unreasonably act in complying with the terms of this provision.
- 6.3 During bargaining sessions, no more than two (2) employees of the bargaining team may be allowed time off at the table, with pay and benefits accruing, provided that employee(s) shall return to work after bargaining. The Union may replace an employee on the bargaining team with another employee of the unit, provided such employee is not on duty. No compensation, including overtime, will be paid neither for such bargaining time nor as a consequence thereof. Bargaining sessions will be established by the parties so as to avoid interference with required staffing coverage at the Library. The Union will be entitled to have employees attend, whose attendance is necessary, a prohibited practice hearing/conference, grievance hearing, or arbitration hearing, even though on duty, without loss of pay and benefits accruing. Employees not working who attend shall not be compensated by the City.

Article 7 Seniority

- 7.0 Seniority shall be credited from date of employment. Eligible permanent part-time employees covered herein will accrue time on a prorated basis. Except for termination for cause, rehired employees shall receive credit for previous service, provided they are rehired within two (2) years of resignation, layoff, or termination.

Article 8 Hours of Work

- 8.0 The number of hours in a full-time position is thirty-five (35) hours per week regularly scheduled. Permanent part-time employees shall be those who are regularly scheduled to work twenty (20) or more hours per week, but fewer than thirty-five (35) hours per week, or as otherwise provided in this Agreement as grandfathered.

Subject to Section 8.4 herein and/or as otherwise arranged with an individual employee(s), the normal work week shall be Monday through Saturday with the staff working between 8:30 a.m. - 9:00 p.m., Monday through Thursday, 8:00 a.m. - 6:00 p.m. on Friday, and 9:00 a.m. - 5:00 p.m. on Saturday from September to June and 9:00 a.m. - 1:00 p.m. on Saturdays in July and August. Full-time staff who work 9:00 a.m. - 1:00 p.m. on Saturdays in July and August will be given a full day (8 hours) off during the week. Each employee shall not normally be scheduled to work more than two (2) evenings per week, individually averaged.

When a full-time employee chooses to attend or run a program, event, or meeting that falls outside of their regularly scheduled hours, they must alter their daily schedule to accommodate the event. With the advance consent of the employer, an employee who volunteers to work extra hours because of a meeting, program or other professional obligation, will receive compensatory time equal to the extra time. The Employer reserves the right to refuse a request to work extra hours. An employee who works beyond their scheduled hours due to unforeseen circumstances such as a meeting that runs long, will receive compensatory time equal to the extra time without advance consent.

An employee may not be required to work more than nineteen (19) Saturdays annually. The schedule for working Saturdays shall be done on a reasonable and equitable basis.

Flex time for a determined period may be arranged by the Director and employee as schedules permit and as staffing needs require.

- 8.1 A rest period not to exceed fifteen (15) minutes in each half shift of no less than three hours shall be included in the work schedules of employees. An employee, with notice to the supervisor(s), will be allowed to leave the Library site during such rest period, provided such an employee shall return to the Library within said fifteen (15) minutes. With the approval of the Director or designee, the two (2) fifteen minute rest periods may be accumulated within the work day and taken as a single thirty (30) minute break as schedules permit or as staffing needs require.
- 8.2 Employees who work an eight (8) hour shift will be entitled to a one (1) hour duty free meal break..

- 8.3 Employee(s) shall report for work on time and as scheduled. At the discretion of the Director or designee, an employee who is late for work for a period not to exceed one (1) hour, because of an emergency situation, may be allowed to make up such time for lost compensation as arranged between the Director or designee and the employee. A telephone call informing the Director, Assistant Director, or person-in-charge of anticipated lateness is required. It is agreed and understood that such occurrences will be most infrequent.
- 8.4 The Employer retains the right to change or modify the employee(s) work week work schedule, work days within the normal work week, or hours of work shift. Th Employer reserves the right to modify daily desk schedules and assignments as necessary without notice. Except for emergencies, the Employer shall notify the employee(s) affected by posting, four (4) weeks in advance, notice of permanent changes or modifications. Except as mutually resolved between the affected employee and the Director or designee, during the four (4) week notice period, the Employer shall meet with the Union representative to bargain the impact of the changes/modifications, should such directly impact an employee covered by this Agreement.
- 8.5 Sunday Hours: Upon the opening of the new library building at 111 High Street, the library will be open for four (4) hours on Sundays. Bargaining unit members who work on Sunday shall receive an additional \$3.00 per hour in addition to their regular hourly rate.

Staffing for Sunday hours will be on a voluntary basis. Staff covered by this Agreement may not be required to work Sundays. If volunteer availability exceeds Sunday staffing requirements, assignments will be made among the volunteers on a rotating basis based on seniority. If, and only if, volunteer availability does not meet Sunday staffing requirements, the hours will be filled by management or via a standby list of temporary employees not included in the bargaining unit. Minimum staffing requirements will be respected. Upon the opening of the new library building, the Library Director shall meet with the Chapter Chair to discuss minimum staffing requirements for the new worksite.

One (1) year after Sunday hours are introduced, the City shall meet with the Union to negotiate over issues directly related to Sunday hours including, but not limited to, pay differential, staffing requirements, and Sunday hours of operation.

- 8.6 Compensatory Time: The Library Director may choose to grant compensatory time off to employees who are required to work more than thirty five (35) hours per week for special projects. An employee may elect to receive compensatory time in lieu of payment. Compensatory time will be granted on a minimum of thirty (30) minute increments on a weekly basis, not to exceed one hundred five (105) hours at any given time. In addition, one and one half (1.5) hours will be calculated after forty (40) hours worked. This is based on a six (6) month introductory period.

Article 9 **Overtime**

- 9.0 When authorized to work overtime, employees covered by this Agreement shall be paid overtime at the rate of one and one-half time (1-1/2) the regular rate of pay for work in excess of eight (8) hours per work day or forty (40) hours per week, or if the employee shall so request, be granted compensatory time off calculated at the rate of one and one-half (1 1/2) hours for each hour

worked in excess of such work day or work week. Overtime compensation and compensatory time shall not be inconsistent with the Fair Labor Standards Act.

- 9.1 An employee who has left his/her place of employment on completion of his/her assigned work schedule who is recalled for overtime work before his/her next scheduled starting time shall be guaranteed a minimum of three(3) hours of overtime pay or compensatory time calculated at above rate.
- 9.2 Any employee required to work on any emergency closing day (storm, power failure, etc.) shall receive regular compensation for the day. The employee shall receive time off or pay at the rate of time and one-half (1-1/2) for the number of hours worked. The employee who works such a closing day shall be guaranteed a minimum of three (3) hours of such time off or pay.

Article 10 Holidays

10.0 The following days shall be paid holidays:

New Year's Day	January 1 st
Martin Luther King, Jr Day	As Scheduled
President's Day	As Scheduled
Patriots Day	3 rd Monday in April
Memorial Day	4 th Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

When a holiday falls on a weekend day, the employees shall receive another day off with pay.

- 10.1 When any of the above holidays occur on any of an employee's regular day(s) off or during vacation period, the employee shall receive another day off with pay.
- 10.2 If there is established a skeleton day for all City Hall employees, the employees covered by this contract shall be granted the same level of benefit. Employees required to work on such a day shall be granted another day off with pay, said compensatory day shall be scheduled subject to staffing requirements and service to the public.
- 10.3 New Year's Eve Day schedule shall be 9:00 a.m. to 5:00 p.m. except when it falls on a Friday, when it shall be 9:00 a.m. to 6:00 p.m.
- 10.4 The library shall close at 5 p.m. on July 3rd when that day falls on a Monday through Thursday. When July 3rd falls on a Friday, the library shall be open from 9:00 a.m. – 6:00 p.m.

Article 11 Vacations

11.0 Employees hired prior to July 1, 2018 shall be entitled to the following vacation schedule.

<u>Years of Employment</u>	<u>Vacation Time</u>
1-4 Years	2 Weeks, 3 Days
5-9 Years	3 Weeks, 3 Days
10-14 Years	4 Weeks
15-19 Years	5 Weeks
20+ Years	6 Weeks

Employees hired after July 1, 2018 shall be entitled to the following vacation schedule:

<u>Years of Employment</u>	<u>Vacation Time</u>
1-4 Years	2 Weeks
5-9 Years	3 Weeks
10-14 Years	4 Weeks
15-19 Years	5 Weeks
20+ Years	6 Weeks

Vacation benefits consistent with present practice will be prorated for eligible permanent part-time employees.

- 11.1 Vacation requests must be submitted in writing two (2) full weeks in advance (in accordance with present practice) and approved by the Library Director or designee. The date for annual requests shall be April 1. Criteria for approval shall include scheduling needs, staffing requirements, overtime costs, and service to the public.
- 11.2 With approval of the Director or designee, vacation time maybe taken by an eligible employee in not less than one (1) full day increments, but no employee may be permitted to take more than ten (10) such single days in a vacation year. Approval of such single vacation days shall consider the staffing coverage and overtime costs in the operation of the Library. Vacation days will be approved as schedules permit and as staffing needs require.
- 11.3 Employees who have fulfilled requirements for a vacation and whose service is terminated by dismissal through no fault or delinquency on their part, or by resignation or retirement, death or layoff, without their having been granted vacation to which they are entitled, shall be paid an amount in lieu of the vacation due or such amount shall be paid to the deceased employee's estate.
- 11.4 With the recommendation of the Director and the approval of the Mayor, two (2) weeks of vacation may be carried over into the following year. Scheduling of such will not affect vacation of other employees.

Article 12 Sick Leave

12.0 Employees hired before 1985 shall receive sick leave at the rate of one and one-half (1-1/2) days per month worked. Employees hired after that date shall receive sick leave at the rate of one and one-quarter (1-1/4) days per month worked. Sick leave will be prorated for permanent part-time employees based on comparing their hours to a thirty-five (35) hour work week.

12.1 Sick leave allowances not used in any calendar year may be accumulated for use in any subsequent year.

12.2 Employees with 15 or more years of full time service will be entitled to participate in the sick leave buy back program upon retirement, lay off or death in the following manner:

Provided that an employee has one hundred twenty-five (125) days or more of accumulated sick leave he or she will be entitled to payment from the City in the amount of \$20.00 per day for each day of such, accumulated Sick Leave provided that such payment shall not exceed \$7,000.00.

If in the last five years of employment, an employee utilizes an average of 4 or fewer sick days per year (20 total); the buyback upon retirement shall be equal to \$25.00 per day of accumulated sick leave up to a maximum of \$7,500.00.

12.3 Sick leave may be used for illness within employee's immediate family requiring attendance of employee, provided such attendance does not exceed five (5) working days in a calendar year with the approval of the Director, and in no event exceeds accumulated sick leave.

12.4 Membership in the pension system shall not be required for sick leave conversion plan. Employees not covered under the pension (Massachusetts General Laws Ch. 32) shall after five (5) years of service be eligible for prorated sick leave buy back.

12.5 Any employee covered by this Agreement who received compensation pursuant to the Workers Compensation Law may in addition, draw upon his/her accumulated sick leave, at his/her option, the difference between the payment made to him/her pursuant to Worker's Compensation and his/her normal weekly salary to the extent of its accumulation.

12.6 In the event that an eligible permanent employee uses four (4) days or fewer sick time between December 1 and November 30 in any twelve (12) month period, then for that year he/she would be entitled to receive on the payroll closest to December 15th following the twelve (12) month period for which the payment was earned, a sum of money in accordance with the following schedule:

Annual Use (Effective 7/1/18)

0 days used: \$650
1 day used: \$550
2 days used: \$475
3 days used: \$425
4 days used: \$350

Incentive payments shall be prorated for eligible permanent part-time employees.

12.7 The City, the Union, and employees covered by this Agreement agree that sick leave benefits afforded the employee shall not be abused or misused. Sick leave abuse, misuse, or excessive use of sick leave directly impacts employee productivity and the effectiveness of municipal operations. An employee's misuse, abuse, or excessive use of sick leave may be grounds for employee disciplinary action or administrative action including suspension or termination. Sick leave will not be deemed excessive when the City knows of the employee's hospitalization or like disposition, or of the serious illness of the employee.

12.8 Sick leave may be used in half-day increments.

Article 13 **Maternity**

13.0 Parental leaves of absence shall be governed by the appropriate statutes. Employees may have up to 12 weeks of unpaid parental leave. Employees may use accumulated sick leave and/or vacation leave for the first eight (8) weeks of their leave. In addition, weeks nine (9) through twelve (12) may be taken as sick leave but only when conclusive medical documentation exists that shows that the employee's condition precludes her from returning to work. Evidence in the form of a Doctor's Certificate must be provided on request by the employer. Employees may use accumulated vacation time for weeks nine (9) through twelve (12) of their leave in accordance with Chapter 2, Section 68 of the Compensation and Leave Ordinances of the City of Medford. Nothing above shall be understood as mandating an employee to use sick leave for any or all of their parental leave. section shall be considered to also apply to individuals who have adopted a child or who have had a child under the age of eighteen (18) placed in their home.

Article 14 **Jury Duty**

14.0 In case of jury duty or a subpoenaed court appearance, an employee does not lose pay, but must turn over to the City Treasurer certificate proof of service and any compensation received from the court other than travel allowance. The employee shall return to work to complete upon his/her release from jury duty or when no longer needed as a witness, the balance of a scheduled day, as long as there are two (2) or more hours remaining.

Article 15 **Funeral Leave**

15.0 All employees shall:

- A. if not otherwise on leave, be granted leave without loss of pay in the event of the death of the spouse, partner, mother, father, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, child, or grandchild of said employee for a period not to exceed four (4) working days, including the day of the funeral/memorial service.
- B. if not otherwise on leave, be granted leave without loss of pay in the event of the death of a

brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece of said employee for a period not to exceed two (2) consecutive working days including the day of the funeral/memorial service.

The intended purpose of funeral leave is to attend funeral or memorial services. If, however, the funeral or memorial service is scheduled for a period of time removed from the date of death, the employee may defer his/her leave until the time of the service

15.1 Funeral Leave may be extended one (1) day for extraordinary travel for those listed in 15.0.A.

Article 16 **Military Leave**

16.0 Leave for military duty shall be without loss of regular rate of pay, in accordance with the applicable federal/state law.

Article 17 **Leaves of Absence without Pay**

17.0 The Mayor of Medford, upon recommendation of the Director, may grant an employee(s) a leave of absence without pay for a period not to exceed six (6) months.

Article 18 **Job Posting and Bidding**

18.0 When a position covered by this Agreement becomes vacant, such a vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. A Union representative shall be notified in writing at the time of posting. The posting and/or interviewing of candidates will not require that the vacancy be filled. The vacancy may be filled from without the bargaining unit if no employee is fully qualified. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven-day period. Within twenty-one (21) days of expiration of the posting period, the Employer will make its decisions to promote or not promote the most qualified applicant, taking Library seniority into consideration. Demonstrated work performance, experience, education, dependability, attendance, knowledge of the job, capacity to perform the job, and like factors shall be considered factors in determining qualifications.

18.1 Employees promoted shall be placed in step in grade in accordance with years of service for a promotion to a single higher grade. For a promotion of two (2) grades or more, the employees shall be placed at a step no less than one step lower than the step in which the employee is then presently paid.

Article 19 **Bulletin Board**

19.0 Bulletin board space shall be provided for the use of the Union for informational purposes, and

subject to G.L. c.150E and relevant laws.

Article 20 **Group Insurance**

20.0 This bargaining unit will have the right to have a member on the Public Employee Committee.

Article 21 **Severability**

21.0 Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, rule, or regulation, or conflict with any statute as specifically set forth in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

Article 22 **No Strike**

22.0 No public employee or public employee organization shall engage in a strike, and no public employee or public employee organization shall induce, encourage or condone any strike, work stoppage, slowdown, or withholding of services, as set forth in General Laws, Chapter 150E, Section 9A. Any violation of this Article by an employee shall mandate that compensation be withheld from such employee and no dues during such strike action shall be deducted for the month(s) in which such action occurs.

Article 23 **Working Area Conditions**

23.0 Subject to Library space needs and budgetary considerations, a lounge area with kitchen facilities, first aid provisions, sofa, and rest room for the exclusive use of employees shall be provided by the Employer, consistent with existing practice and to the extent practicable hereafter.

23.1 Employees shall be released or schedules cut to four (4) hours in a given day without loss of pay because of excessive heat or excessive cold due to lengthy heating breakdown or air-conditioning failure, or any other events as determined by the Board of Health which substantially preclude working efforts and are potential threats to the employee's health.

23.2 If City Hall closes due to inclement weather, the Library will also close. If City Hall is closed on an evening or time of day that the Library is open, the Library Director or designee will contact the Chief of Staff or designee to request snow closure of the Library. Employees who are off for vacation, personal time, sick time or other will not receive another day off for a snow day or other emergency closure. In case of a power failure, employees shall be released if the power is not restored within 45 minutes. Permanent part-time employees will be paid for snow or emergency closures during their regular schedules.

Article 24 Personal Days

24.0 After satisfactory completion of the probationary period and upon approval of the Library Director or designee, each employee covered herein is entitled to five (5) personal days each year. Personal days shall not accumulate from year to year. Such approval shall not be unreasonably withheld but the Director may consider staffing needs, service to public, and overtime costs. Eligible permanent part-time employees shall have such time prorated.

24.1 Personal time may be taken in hourly increments.

24.2 On December 31 of each contract year, any unused personal time shall be converted and added to the employee's available sick leave accumulation.

Article 25 Miscellaneous

25.0 After working one (1) full week at a higher classification in a position covered by the Agreement (other than the Assistant Director), an employee shall be paid at the higher rate of the higher classification back to the first day of such assignment, provided the employee was expressly so assigned by the Director or designee to perform out-of-grade work, and the employee fully performs the work of the out-of-grade position for such week(s).

25.1 All employees covered by this Agreement shall receive a yearly evaluation from their Department Head. Evaluations are conducted solely for the purpose of informing the employees of their strengths and weaknesses. Evaluations are not to be used as references unless the employee specifically requests it. Evaluations shall be discussed in the employee's presence, and the employee may sign the evaluation and may make comments on its form and content. The employee's failure to sign or make comments shall not affect the validity of the evaluation.

25.2 It is required that an employee give one month written notice to the Director or designee before resignation, except in extenuating circumstances that would be hardship on the employee, but a prompt advance notice is still required.

25.3 An employee's personnel file shall be available to the employee. No reprimand shall be placed in the employee's file unless first shown to the employee. Any written response received from the employee will be placed in file.

25.4 All benefits of the Agreement shall be prorated for all eligible part-time employees in accordance with their regularly scheduled hours of work.

25.5 Job descriptions of all positions in the Library Department shall, after consultation with the Union, be promulgated by the Director on or before September 1, 1993. At the time of the promulgation, the Director shall supply to the Union Chairperson copies of all the job descriptions and to each employee a copy of his/her own job description.

25.6 Discipline. Employees shall have the right to have a Union Steward or representative, if available, present in any disciplinary action including warning or reprimand. Reprimand of an

employee shall be done in a private manner.

25.7 Employees shall be compensated for assigned travel time outside of the scheduled hours, and shall also be compensated for related expense, e.g., mileage, at the prevailing IRS rate for assigned courses, seminars, or classes.

Article 26 **Longevity**

26.0 Eligible permanent part-time workers shall receive pro-rated payment in accordance with regular work schedule. Longevity Payments will be issued in a separate check and not added to the weekly check.

Years of Service	Effective 7/1/17	Effective 7/1/18	Effective 7/1/19	Effective 7/1/20
5-9 Years	\$ 960.00	\$ 985.00	\$ 1,010.00	\$ 1,035.00
10-14 Years	\$ 1,050.00	\$ 1,075.00	\$ 1,100.00	\$ 1,125.00
15-19 Years	\$ 1,075.00	\$ 1,100.00	\$ 1,125.00	\$ 1,150.00
20-24 Years	\$ 1,200.00	\$ 1,225.00	\$ 1,250.00	\$ 1,275.00
25-29 Years	\$ 1,350.00	\$ 1,375.00	\$ 1,400.00	\$ 1,425.00
30 Years	\$ 1,450.00	\$ 1,475.00	\$ 1,500.00	\$ 1,525.00
31 Years	\$ 1,475.00	\$ 1,500.00	\$ 1,525.00	\$ 1,550.00
32 Years	\$ 1,525.00	\$ 1,550.00	\$ 1,575.00	\$ 1,600.00
33 Years	\$ 1,575.00	\$ 1,600.00	\$ 1,625.00	\$ 1,650.00
34 Years	\$ 1,625.00	\$ 1,650.00	\$ 1,675.00	\$ 1,700.00
35 Years	\$ 1,675.00	\$ 1,700.00	\$ 1,725.00	\$ 1,750.00

Article 27 **Wages**

27.0 Wages shall be established as set forth in Appendices attached:
Effective June 30, 2019 increase the base salary of all titles by 2%.

Effective June 30, 2020 increase the base salary of all titles by 2%.

Effective June 30, 2021 increase the base salary of all titles by 2%.

27.1 Employees shall be on their starting step for twelve (12) months. After a period of one year, employees shall be moved to the next step. Increments shall be annual thereafter. All step increases are based on satisfactory performance.

27.2 Effective June 30, 2019, permanent part-time employees shall receive an hourly rate equivalent to that of the corresponding full-time position.

Article 28 **Probationary**

28.0 All regular and permanent full-time or part-time employees covered by the terms of this Agreement shall be placed on probation for a period of six (6) months after the employee appointed reports to work.

The performance evaluation shall be conducted by the Director and/or designee consistent with present practice, and shall be conducted within the first three (3) months of employment. The employee will be notified of his/her evaluation results which shall be written, and which will seek to inform the employee not only of the employee's satisfactory performance, but also of unsatisfactory findings with advice as to how the employee may be able to improve.

Near the end of the fifth month of employment or within the sixth month of employment, the employee will again be evaluated in writing, with the written results shown to him/her. If an employee disagrees with the result of the evaluation report, the employee may at that time supply in writing a response which shall remain in the employee's personnel file.

The Director may extend the probationary period with notice to the employee and the Union steward for a period of not more than three (3) additional months. During such period, the employee will be again evaluated. Dismissal of an employee within the probationary period, including the extension probationary periods, shall not be a grievable event under Article 5 herein.

Article 29 **Layoff and Recall**

29.0 Seniority for the purpose of layoff is defined as the length of continuous service in the library.

29.1 Layoff shall be made by seniority of full-time employees in each classification. Part-time employees will be laid off before any full-time employees. Full-time employees with the least seniority will be laid off first provided there are employee(s) qualified to perform such work.

29.2 Full-time qualified employees who have been laid off in a classification may bump into another position in which they are fully qualified.

29.3 Seniority for the purpose of layoff is defined as the length of continuous service in the library.

29.4 All full-time employees who have been laid off and are qualified to fully perform the recall position work shall be entitled to be recalled for his/her positions or a similar or lower position for up to two (2) years from the date of the employee's layoff.

29.5 The employee procedure for recall shall be in the inverse order of the employee's seniority, i.e. the qualified employee with the most seniority shall be recalled first.

29.6 All accrued contractual benefits, provided they are mandatory subjects of bargaining, accrued to a full-time employee or twenty (20) hour employee prior to layoff shall be retained by such employee upon his/her return to such work within the two (2) year recall period.

29.7 If a full-time employee is offered a recall opportunity for such a position within the two (2) year period, and neglects to take or refuses such offer or does not accept and return promptly to such work, the employee shall no longer remain on the recall list.

Article 30 **Continuing Education/Memberships/Conferences**

30.0 Employees are encouraged to pursue continuing education, attend professional conferences, and maintain memberships in professional organizations. Subject to budget constraints, requests will be funded on a first come, first serve basis. The Employer may refuse a conference or class if the schedule will be adversely affected, if the cost is considered excessive, or if the class or conference is not in relation to the Employee's job.

Article 31 **Workplace Safety**

31.0 The employer shall provide all employees with annual training on workplace safety. Training topics may include, but are not limited to, emergency protocols, first aid, and sexual harassment.

31.1 The employer and the union shall form a joint labor-management workplace safety committee. The purpose of the committee will be to identify and recommend topics for workplace safety trainings, as well as to discuss and recommend solutions to ongoing workplace safety issues. The committee shall consist of no more than three (2) representatives of the union and nor more than three (2) representatives of management. The committee shall meet no fewer than two (2) times per year unless mutually agreed and shall commence meeting no later than April 1, 2019.

Article 32 **Duration of this Agreement**

32.0 Except as otherwise provided, the Agreement shall be effective as of July 1, 2018, and shall continue in effect until June 30, 2021.

32.1 Either party to this Agreement may in writing notify the other party by October 1, 2020, of its intent to negotiate the terms of a new Agreement.

APPENDIX A

DUES DEDUCTION AND
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

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

APPENDIX B
SALARY TABLES

Supervisor of Library Services

L-6

	step 1	step 2	step 3	step 4	step 5	step 6
6/30/2018	\$ 57,196.14	\$ 59,479.63	\$ 61,873.47	\$ 64,353.88	\$ 66,817.63	\$ 69,634.70
6/30/2019	\$ 58,340.07	\$ 60,669.22	\$ 63,110.94	\$ 65,640.96	\$ 68,153.98	\$ 71,027.40
6/30/2020	\$ 59,506.87	\$ 61,882.60	\$ 64,373.16	\$ 66,953.78	\$ 69,517.06	\$ 72,447.94
6/30/2021	\$ 60,697.00	\$ 63,120.26	\$ 65,660.62	\$ 68,292.85	\$ 70,907.40	\$ 73,896.90

Department Head

L-5

	step 1	step 2	step 3	step 4	step 5	step 6
6/30/2018	\$ 52,885.18	\$ 54,997.99	\$ 57,196.14	\$ 59,479.63	\$ 61,873.47	\$ 64,353.88
6/30/2019	\$ 53,942.88	\$ 56,097.95	\$ 58,340.07	\$ 60,669.22	\$ 63,110.94	\$ 65,640.96
6/30/2020	\$ 55,021.74	\$ 57,219.91	\$ 59,506.87	\$ 61,882.60	\$ 64,373.16	\$ 66,953.78
6/30/2021	\$ 56,122.17	\$ 58,364.31	\$ 60,697.00	\$ 63,120.26	\$ 65,660.62	\$ 68,292.85

Library Prof. Asst. (Masters)

L-4 (M)

	step 1	step 2	step 3	step 4	step 5	step 6
6/30/2018	\$ 48,896.41	\$ 50,857.69	\$ 52,885.18	\$ 54,997.99	\$ 57,196.14	\$ 59,479.63
6/30/2019	\$ 49,874.34	\$ 51,874.84	\$ 53,942.88	\$ 56,097.95	\$ 58,340.07	\$ 60,669.22
6/30/2020	\$ 50,871.83	\$ 52,912.34	\$ 55,021.74	\$ 57,219.91	\$ 59,506.87	\$ 61,882.60
6/30/2021	\$ 51,889.26	\$ 53,970.58	\$ 56,122.17	\$ 58,364.31	\$ 60,697.00	\$ 63,120.26

Library Prof. Asst. (Bachelors)

L-4 (B)

	step 1	step 2	step 3	step 4	step 5	step 6
6/30/2018	\$ 47,021.94	\$ 48,896.41	\$ 50,857.69	\$ 52,885.18	\$ 54,997.99	\$ 57,196.14
6/30/2019	\$ 47,962.38	\$ 49,874.34	\$ 51,874.84	\$ 53,942.88	\$ 56,097.95	\$ 58,340.07
6/30/2020	\$ 48,921.63	\$ 50,871.83	\$ 52,912.34	\$ 55,021.74	\$ 57,219.91	\$ 59,506.87
6/30/2021	\$ 49,900.06	\$ 51,889.26	\$ 53,970.58	\$ 56,122.17	\$ 58,364.31	\$ 60,697.00

Library Pre. Prof. Asst
L-3

	step 1	step 2	step 3	step 4	step 5	step 6
6/30/2018	\$ 41,782.58	\$ 43,464.30	\$ 45,210.75	\$ 47,021.94	\$ 49,100.95	\$ 50,857.69
6/30/2019	\$ 42,618.23	\$ 44,333.59	\$ 46,114.97	\$ 47,962.38	\$ 50,082.97	\$ 51,874.84
6/30/2020	\$ 43,470.60	\$ 45,220.26	\$ 47,037.27	\$ 48,921.63	\$ 51,084.63	\$ 52,912.34
6/30/2021	\$ 44,340.01	\$ 46,124.66	\$ 47,978.01	\$ 49,900.06	\$ 52,106.32	\$ 53,970.58

Library Sr. Sub. Prof. Asst.
L-2

	step 1	step 2	step 3	step 4
6/30/2018	\$40,167.05	\$41,782.58	\$43,464.30	\$45,372.59
6/30/2019	\$40,970.40	\$42,618.23	\$44,333.59	\$46,280.05
6/30/2020	\$41,789.80	\$43,470.60	\$45,220.26	\$47,205.65
6/30/2021	\$42,625.60	\$44,340.01	\$46,124.66	\$48,149.76

Side Letter - Not Part of the Collective Bargaining Agreement

Transition to New Library Building

Within the period covered by this contract, the staff will be moving to a temporary location during construction of a new library. The Employer will endeavor to provide as many of the facilities described in article 23.0 (Working Conditions) as possible given the limitations and size of the temporary location. All of the facilities described in article 23.0 (Working Conditions) will be included in the new building.

Agreement entered into on this day of _____, 2019

For the Union	Date	For the City	Date
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Side Letter - Not Part of the Collective Bargaining Agreement Labor-Management Meetings

Labor management meetings shall be arranged to be held regularly at least twice a year, for the purpose of promoting harmonious relations and communications between the administration and the staff. Labor members at the meetings shall consist of the Chapter Chairperson and two (2) persons of the Chairman's choice. The management members at the meeting shall consist of the Director or designee. The Director/Assistant Director may bring two (2) other persons of his/her choice to this meeting.

Agreement entered into this day of , 1995

For the City

For the Union

Side Letter-Not Part of the Collective Bargaining Agreement Performance

Evaluation Committee

The undersigned parties agree herein to meet at reasonable times during fiscal 93 (July 1, 1992 to and including June 30, 1993) to sit and discuss (not negotiate) the establishment of a new formal performance evaluation procedure.

A Committee selected by the Union not to exceed three (3) in number and the Director and/or designee(s) /not to exceed the (3) in number/ would meet from time to time to discuss and prepare an advisory report which would be submitted to the Mayor or designee no later than September 1, 1993.

The meeting(s) would take place during regular working hours of the employee(s) involved; would not interfere with Library staffing coverage or needs of the public, nor involve any increased economic or non-economic costs to the City; e.g., no overtime, compensatory time off, additional wage.

This side letter will continue from July 1, 1992, to June 30, 1994, at which time it shall terminate, unless terminated in writing earlier by the parties or so extended by the parties herein.

Agreement entered into this day of , 1995

For the City

For the Union

**Side Letter-Not part of the Collective Bargaining Agreement Upgrading and
Reclassification**

The City and the Union shall undertake a joint study of those positions the parties wish to examine for possible upgrading/reclassification.

There shall be a Joint Library Study Committee. The Committee shall consist of two management representatives and two representatives designated by the Union.

The Committee shall convene not later than June 15, 1993, and shall render its advisory report to the Mayor or his designee within six (6) months thereafter.

Agreement entered into this day of , 1995

For the City

For the Union

