

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN THE

TOWN OF WEYMOUTH

and the

WEYMOUTH LIBRARY STAFF ASSOCIATION,
LOCAL 4928, MLSA, MFT, AFT, AFL-CIO

July 1, 2016 to June 30, 2019

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**ARTICLE 1
RECOGNITION**

1.1 The Employer recognizes Weymouth Library Staff Association, Local 4928, MLSA, MFT, AFT Massachusetts, AFL-CIO as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time and part-time employees of the library employees of the town of Weymouth, excluding the Director of the Library, the Assistant Director, Secretary, pages and casual and seasonal employees. 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 condition in the Agreement.

**ARTICLE 2
PROBATIONARY PERIOD**

2.1 No employment shall be deemed permanent until after the expiration of a period of nine (9) months probation. During this probationary period, the Director may terminate the employment of a new employee if she/he is found to be unqualified or his/her performance is unsatisfactory in the sole judgment of the Director.

**ARTICLE 3
UNION DUES AND AGENCY FEES**

3.1 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 dues, and presents it to the Treasurer of the Town 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 Town Treasurer from time to time. The following authorization dues form shall be used.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____

TO: Town of Weymouth

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

This amount shall be paid to the treasurer of Weymouth Library Staff Association, Local 4928, MLSA, MFT, AFT Massachusetts, AFL-CIO.

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

Employee's Signature _____

Employee's Address _____

3.2 In accordance with the provisions of General Laws, Chapter 150E, Chapter 180, Section 17G, the Employer agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided in Paragraph 3.1.

3.3 The Town Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union dues and agency fees, together with a list of the employees from whose wages such Union dues and agency fees shall have been deducted. And the Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17a and 17G of Chapter 150 of the General Laws. The Town shall not be responsible and the Union agrees to hold harmless for any actions that it takes against any employee as a result of the adoption of Chapter 150E, Section 12.

ARTICLE 4
GRIEVANCE PROCEDURE AND DISCIPLINE

4.1 Definition. A grievance is defined as an alleged violation of a specific provision of this Agreement.

Step 1.

An employee covered by this Agreement shall present the grievance in writing, setting forth (1) the facts; (2) the Article involved; (3) remedy, to the Director within five working days of the occurrence of the facts giving rise to it, or when the employee should have known of such facts. The Director, or designee, shall meet with the employee within five (5) working days next following the submission of the grievance, and, thereafter, render a decision in writing within five (5) working days next following the meeting.

Step 2.

If the grievance is not satisfactorily resolved at Step 2, it may be presented to the Mayor within (5) working days of the Step 2 decision or its due date. The Mayor or his/her designee shall respond in writing to the grievance (7) working days after its next regularly scheduled meeting.

Step 3.

If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration within ten (10) working days of the Step 3 decision, by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously with the Town, pursuant to the voluntary Labor Arbitration Rules of the A.A.A.

4.2 The Arbitrator shall be without power to add to subtract from, alter or amend this Agreement and his/her decision shall be final and binding on the parties. The expenses of the Arbitrator shall be born equally by the parties.

**ARTICLE 5
NON-DISCRIMINATION**

5.1 There shall be no discrimination by either party to this Agreement against any employee because of race, creed, color, sex, age, religion, or against qualified handicapped people, or because of activity or membership in the collective bargaining unit. The parties further agree that there will be no discrimination against any employee for adherence to any provision of this collective bargaining agreement, or membership or non-membership in the Union.

**ARTICLE 6
MANAGEMENT RIGHTS**

6.1 Except as otherwise expressly relinquished or modified by provisions of this Agreement, the Management retains all rights which it would have in the absence of such agreement, without limiting the generality of the foregoing and by way of example and not of limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its employees at any time, to determine the qualifications for and to select its employees, to assign employees to jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the hourly, daily and weekly schedules of work, to determine the methods, processes and means of accomplishing work, and to enforce discipline for violation of rules and other misconduct.

**ARTICLE 7
HOURS OF WORK**

7.1 The workweek for full-time employees will normally be thirty-five (35) hours per week.

7.2 Employees covered by this Agreement shall be allowed one (1) fifteen (15) minute break after every three and one-half (3-1/2) hours worked. Employees may leave the building during breaks, provided, however, the Director shall schedule such time.

7.3 Changes in hours of operation shall be made only after written notice and discussion between the Union and the employer. The work schedule shall be posted one (1) week

in advance and will note the time at which the late staff member arrives at work. The identification of the staff member in charge after 5:00 p.m. will be addressed administratively by indicating on the weekly worksheet who the individual will be.

7.4 The full time custodial/maintenance workweek shall be forty (40) hours per week.

7.5 In the event that funding becomes available for the library to be open on Sundays, and the Mayor decides to, the Town shall meet with the Association to negotiate the impact of this decision upon the mandatory subjects of bargaining.

Effective January 31, 1999, the Library will be open on Sundays from 2pm to 5pm, except during the summer.

The employees covered by this Agreement who work on Sundays shall be compensated at double their regular rate.

The person designated by the Director to be in charge on a Sunday shall work 1:30pm to 5:00pm and shall receive an additional ten (\$10.00) dollars.

The professional positions necessary for Sunday operations shall be filled as follows:

- (a) The position shall be offered to the regular employees covered by the Agreement first; In the event of absence, the Town shall offer the open Sunday hours to the employees who have signed a voluntary in-house substitute list which shall be based on seniority.
- (b) in the event that none of the regular employees covered by this Agreement volunteer to work, the Director shall try to fill the positions with persons outside of the bargaining unit; and

The custodian position for Sundays shall be offered to the custodians covered by the Agreement first and only in the event that none of the custodians covered by this Agreement shall the Director fill the position with a person outside the bargaining unit.

There shall be no Sunday building checks by custodians during those Sundays when the library is open.

In addition to being closed on Sundays during the summer, the library shall be closed on Easter Sunday and when the following holidays fall on a Sunday: Christmas Eve, Christmas, New Year's Day and Veteran's Day.

Employees who take a vacation week shall not be assigned to a Sunday shift on the Sunday immediately following the vacation week.

Employees scheduled to work on a Sunday who call in sick shall not be charged a sick day nor will they be compensated for the day.

7.6 In the event an employee is assigned by the Director to a higher graded position for three (3) consecutive days due to a vacancy, the employee will be compensated at that higher grade pay rate at the step which realizes the employee at least a three (3%) percent increase, back to the first day he/she assumes those duties.

ARTICLE 8 OVERTIME

8.1 With the exception of Saturday work for employees on the three (3) week rotating schedule, work required by the Director in excess of forty (40) hours will be compensated at time and one-half the base hourly rate. Compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked in excess of forty (40) hours shall be granted at the request of the employee.

8.2 a. Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.

8.2. b. Building checks for full-time custodian(s) shall be paid at time and one-half for one hour.

8.2. c. Part time/hourly custodial building checks shall be paid at straight time for one hour.

8.3 Working schedules shall not be changed for the purpose of avoiding overtime.

8.4 Any employee obliged to work on any emergency closing day (storm, power failure, etc.) shall receive both regular compensation for the day and, at the employee's **choice**, either additional time off at the rate of time and one-half or compensation at time and one-half. The parties agree to abide by the existing practice for employee compensation on emergency closings.

ARTICLE 9
LONGEVITY

9.1 An employee shall be entitled to and shall receive, in addition to compensation to which he might be entitled in accordance with this schedule, an annual amount of \$100 after having completed five (5) years of full-time continuous employment, \$400 after having completed ten (10) years of full-time continuous employment, \$525 after having completed fifteen (15) years of full-time continuous employment, and \$775 after having completed twenty (20) years of full-time continuous employment. The maximum annual amount to which the employee is entitled under this provision is \$775. Payment shall be considered compensation for retirement purposes.

9.2 The annual amount due an employee beginning July 1 shall be paid the last pay week in June of the following year.

9.3 Pro rate payment shall be made to an employee who retires or resigns or to the estate of an employee who died during the twelve (12) months beginning July 1 and ending June 30. The amount of such payment shall be the proportion of the annual payment determined as of **the first** or the sixteenth day of the **months** immediately following the date of retirement, resignation, or death, and shall be paid not later than such first or sixteenth day.

9.4 Longevity will be pro-rated for part time employees based upon the number of hours worked by the employee during the course of the fiscal year.

**ARTICLE 10
UNION BUSINESS**

10.1 The Union shall furnish the Employer with a written list of Union stewards and other representatives immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.

10.2 The Union stewards and other representatives shall be granted a reasonable amount of time during working hours, without loss of pay, to attend or settle grievances, negotiations, and for two (2) officers to attend three meetings of the state body without loss of pay, to attend grievance hearings and negotiations.

**ARTICLE 11
VACATION**

11.1 All full-time employees hired prior to July 1, 1994, excluding custodial staff will earn four (4) weeks vacation after one year. All employees employed after July 1, 1994, shall earn vacation in accordance with the following:

| Length of Continuous Service | Total Vacation Allotment per Vacation Period | |
|---------------------------------|--|-----------|
| 6 months but less than 1 year | 1 week | (5 days) |
| 1 year but less than 5 years | 2 weeks | (10 days) |
| 5 years but less than 10 years | 3 weeks | (15 days) |
| 10 years but less than 20 years | 4 weeks | (20 days) |
| 20 years or more | 5 weeks | (25 days) |

11.2 Vacations should be requested in writing on a *REQUEST FOR LEAVE* form.

Weekly vacations need to be requested at least one (1) month in advance to allow for the scheduling of replacements

Requests for vacation days during July and August must be made before June 1st of that year. All remaining vacation days must be utilized by the end of the fiscal year.

Single day vacation requests should be made one (1) week in advance.

Vacation days will be marked on the calendar in the Assistant Director's office.

New employees with one (1) or two (2) weeks vacation time, do not have to take one (1) week of their vacation time during the summer months. Employees with 3 - 4 weeks of vacation must take at least one (1) week of their vacation during the summer months. Summer is when the libraries are closed on Saturdays. Employees with five (5) weeks vacation must take two (2) weeks within the summer months.

All vacation requests forms should be placed in the envelope in the Assistant Director's office. If the schedules are down or if the request is a recent change, the request is to be placed on the desk of the person in charge of doing the schedules.

Up to five (5) days of vacation can be taken in single days. The rest must be taken in one-week blocks, Monday-Friday. Employees who work nights, may put in a request for a vacation day, if they can find someone to work for them. The person requesting the vacation day will be required to work the other person's night. An employee will not be (dined a weeks' vacation provided that he/she has made an effort to obtain coverage for the evening that he/she is scheduled to work that week.

Except during summer vacations, no more than two (2) persons can be on vacation at the same time. Those two (2) persons cannot be on the same team. Vacations should be arranged within departments so that the area is covered at all times.

Employees who request vacations shall put their vacation requests in writing. If two (2) employees submit vacation requests on the same day for the same vacation time, seniority shall take precedent, except for the foregoing provision, vacation shall be on a first-come-first-serve basis.

11.3 Vacation will be pro-rated for part time employees; that is the number of vacation hours accrued will be based upon the average number of hours worked (paid time) in the prior fiscal year. Years of service for computation of vacation benefits will be from the date of initial hire.

ARTICLE 12
PAID HOLIDAYS

12.1 The following holidays shall be paid holidays for all employees of the Library:

| | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Patriot's Day | Columbus Day |
| Memorial Day | Christmas Day |
| Labor Day | |

or the day following, when any of the above holidays occur on Sunday, provided that such holidays fall within the employee's workweek and provided that the employee has worked the day scheduled before and after the holiday.

12.2 Any employee obliged to work any of the above holidays shall receive both regular compensation for the holiday and, at the discretion of the employee, either additional time off at the rate of time and one-half (1-1/2) for the number of hours worked, or additional pay at the rate of time and one-half (1-1/2) for the number of hours worked, prorated for the part-time and hourly employees.

12.3 When any of the above holidays occur on any of an employee's regular days off, the employee shall receive, at the discretion of the employee, either regular compensation for the holiday or compensatory time off. When a paid holiday falls on Saturday, those employees not scheduled to work that day may, with the approval of the Director take another day off provided that the taking of such day does not create an additional cost to the Town.

12.4 Part-time/hourly employees shall be eligible for a prorated portion of all paid holidays that fall on their normally scheduled workday.

12.5 The day before the fourth of July, library closing, including branches, shall be at 5:00 p.m. The day before Thanksgiving, the library, including branches, shall be closed at 5:00 p.m. Branch employees shall be scheduled 9:00-5:00 on those days. On New Year's Eve the library shall be closed at 5:00 p.m. The Director shall meet with the Union President by July 1st of each year to discuss the upcoming holiday hours of operation. On Christmas Eve (December 24th) the Library shall be closed at 3:00 PM on New Years' Eve (December 31st) the Library shall be closed at 3:00 PM.

12.6 When an employee covered by this Agreement is on standby, as determined by the Director, said employee will be paid one (1) hour for each eight (8) hour shift or fraction thereof that he/she is on standby. If an employee on standby is actually called into work from standby status, said employee will be compensated in accordance with Article 8.2.a. Failure of an employee on standby status to respond when called will result in disciplinary action.

ARTICLE 13
PERSONAL DAY & EMERGENCY LEAVE

13.1 Each employee of the Library shall be allowed three (3) personal days off with full pay status during each fiscal year. Such time may be used in one-quarter (1/4) day increments. Such days are non-cumulative and must be requested forty-eight (48) hours in advance except in cases of emergency. Personal business shall be defined as any business that cannot be conducted at a time not in conflict with the employee's regular work day or an emergency over which he/she has no control which requires immediate attention. A personal day may not be used while an employee is on sick leave or as an extension of an employee's vacation. Part-time employees shall be entitled to the same number of personal days prorated to the number of hours budgeted for that part-time position for the current fiscal year.

13.2 So-called emergency leave in case of accident to or serious illness of a member of an employee's family or similar unforeseeable circumstances may be granted to an employee up to the equivalent number of hours of one (1) work day of the employee in one (1) year without being charged to vacation or any other leave credit. The Director may request verification of the so-called emergency.

ARTICLE 14
SICK LEAVE

14.1 Full-time employees earn and accrue one and one-quarter (1-1/4) days of sick leave for each calendar month. Unused sick leave will accumulate without limit. The amount of accumulated sick leave shall be posted semi-annually.

A Doctor's certificate may be required after three (3) days of absence due to illness.

14.2 Part-time employees shall be entitled to the same number of sick days prorated to the number of hours budgeted for that part time position for the current fiscal year.

14.3 Employees shall be allowed to use accrued sick leave at 15-minute intervals up to eight (8) hours per month for the purpose of necessary medical, dental, or other professional health care appointments. One (1) weeks' notice must be provided in writing, except in cases of emergency, to use sick leave time for a medical, dental, or other professional health care appointment. **Only upon request of the Director of Human Resources shall employees provide written confirmation from the relevant professional that the employee attended the appointment.**

14.4 An employee may use up to seven (7) days sick leave a year for family illness. The parties agree to abide by the current town policy regarding family leave.

14.5 Upon the resignation, retirement or death, but specifically excluding discharge, of an employee, he or she or, in the event of his or her death during employment by the town, his or her estate, shall redeem twenty percent (20%) of the days of accumulated sick leave for an amount equivalent to his daily pay rate times the number of redeemable days. The employee's daily pay rate shall be that as of the day his or her employment terminates by resignation, retirement, layoff or death, determined by dividing his or her weekly salary rate at base pay by five (5). However, no payment under this provision shall be made to an employee or to his or her estate in excess of four thousand dollars (\$4,000).

14.6 A Sick Leave Bank is to be established which will provide a source of additional sick leave for those employees who have exhausted accrued annual sick leave because a catastrophic illness, disability or injury.

ENROLLMENT

- A. Open Enrollment will be held during the month of July for new members of the Sick Leave Bank
- B. New Employees are eligible for Sick Leave Bank membership after serving their probationary employment period.

DONATION OF DAYS TO THE SICK LEAVE BANK

There will be a minimum of two (2), and up to five (5) days donation to become a member.

Employees may voluntarily transfer accrued cumulative sick days from his/her accrued balance to the sick leave bank. Donations to the Sick Bank must be in one (1) day increments (no partial days). Employees may transfer to the Sick Bank an unlimited amount of accrued sick leave.

Employees who want to donate sick leave hours to the Sick Bank must submit a Sick Leave Bank Donation Form (which shall be drawn up by the Administrators of the Sick Bank) to the Library Director. The Library Director shall verify that the hours the employee wishes to donate are available. The Library Director will then forward the form to the Human Resources Department for processing. The employee will receive confirmation after the hours have been credited to the Sick Bank. Upon approval of the application, the Human Resources Department will also deduct a corresponding amount from the employee's accrued sick leave.

The Sick Leave Bank will be replenished with one additional day by members when the Sick Leave Bank accumulation falls below fifteen (15) days. Members will be notified in writing when the bank is to be replenished. Employees not wishing to continue membership in the Sick Leave Bank will notify, in writing, the Human Resources Department of his/her intent to withdraw within ten (10) days of notice. Members will continue Sick Leave Bank membership if no notice is received by the Human Resources Department.

In order for an employee to receive sick leave from the Sick Leave Bank, the recipient must meet the following criteria:

- o The recipient must be a current member of the Weymouth Library Staff Association' Sick Leave Bank;
- o The recipient must have used up all of his/her accrued sick leave;
- o A Request to Withdraw Leave from the Sick Bank (which shall be drawn up by the Sick Bank Administrators)

must be filled out by the recipient. This form shall require a description of the illness/disability/injury and must be accompanied by a physician's statement. The physician's statement, which supports the description, will also certify the recipient's inability to work and provide an estimated time for return to work;

The Request to Withdraw sick leave from the Sick Bank must be approved by the Sick Bank Administrators. The Sick Leave Bank will be administered by granting increments of up to twenty (20) days. Upon receipt of a supplemental withdrawal request from the applicant, additional days may be granted up to a maximum of sixty (60) days. Withdrawal requests above the maximum may be considered and granted by the Sick Leave Bank Administrators.

The Sick Bank Administrators can request additional information at any time and can terminate withdrawal of leave from the Sick Bank at any time if they are not convinced that continued absence from work is necessary.

The Sick Bank pool is for major illness/disability/injury of the employee only. It can be used for the illness/disability/injury of a family member or dependent.

Withdrawal of sick leave from the Sick Bank is not permitted for routine pregnancy but is permitted for pregnancy complications as certified by a physician.

Withdrawal of sick leave from the Sick Bank is not permitted for a disability covered by Workers' Compensation or disability insurance.

The membership of the Sick Leave Administrators will consist of two (2) members of the Weymouth Library Staff Association and two (2) members from the Town. Any action related to the administration of the Sick Leave Bank will require a majority decision.

ARTICLE 15

MATERNITY/PATERNITY LEAVE

15.1 Maternity Leave as stated in the Massachusetts General Laws, Chapter 149, Section 105D, shall apply to all employees. A child rearing leave of absence without pay for a period up to one (1) year may be granted, upon

approval of the Library Director. Accumulated sick leave may be used for maternity leave, but not for the child rearing leave if it is elected.

**ARTICLE 16
MILITARY LEAVE**

16.1 Leave for military duty shall be without loss of regular rate of pay or position, in accordance with Section 52A of Chapter 149 of the General Laws.

**ARTICLE 17
BEREAVEMENT LEAVE**

17.1.a. Leave with pay, not to exceed five (5) days, shall be granted to all employees covered by this Agreement in the event of death of the following: the employee's spouse, child, step-child or parent. Three (3) days shall be granted in the event of death of: brother, sister, grandchildren, grandparent, parent-in-law, aunt, uncle, or any person living in the employee's immediate household,

17.1.b. In the event funeral arrangements are delayed or are out of state, an additional three (3) days may be allowed, provided that such leave is necessary for the employee's attendance at the funeral.

17.1.c If an employee is on vacation and a death occurs, then the employee shall receive bereavement time and shall be able to take his/her vacation at a later date. The employee/family is responsible for notifying the employer during the vacation period. At the discretion of the Director, proof of the relationship and death may be required.

17.2 Other or additional leave under this Article may be granted at the discretion of the Mayor in accordance with the Town's Ordinances.

**ARTICLE 18
JURY DUTY AND COURT DUTY**

18.1 Employees serving on jury duty shall receive their regular compensation, and shall remit to the Town any compensation paid by the courts except expense reimbursement.

ARTICLE 19
INJURY LEAVE

19.1 Any employee, who is unable to work as a result of any injury arising out of and in the course of his employment, shall receive compensation in accordance with Chapter 152 of the General Laws of the Commonwealth. (The Worker's Compensation Act), and may use accumulated sick leave to equal regular wages. **All accident reports must be submitted within twenty four (24) hours of the incident to the Director unless the employee is physically unable to file the report due to the injuries suffered.**

19.2 Employees on Worker's Compensation are eligible to continue in the group insurance plan as an employee.

19.3 Worker's Compensation Act law will be posted at all times.

ARTICLE 20
LEAVE OF ABSENCE

20.1 Any employee may apply for a leave of absence without pay through the Director to the Mayor, subject to his/her approval.

20.2 If a leave of absence is granted, vacation, sick leave, and seniority are not accrued during the period of absence; however, prior continuous service will be retained for purposes of seniority and eligibility for benefits.

ARTICLE 21
JOB POSTING AND VACANCIES

21.1 When a position covered by this Agreement becomes vacant, such a vacancy will be adequately publicized by the Director by means of a notice placed on the Association Bulletin Board as far in advance as possible. The qualifications for the position, its duties, and the closing date for filing applications will be clearly stated. Whenever the hours of a position are increased, the new hours will be posted and filled in accordance with this article. The Union representative shall be notified in writing at the time of posting. This notice of vacancy shall remain posted for seven (7) days. Interested employees shall apply in writing within the seven (7) day period. The Employer will award the position to the most qualified applicant, with preference given to current qualified employees.

**ARTICLE 22
GROUP INSURANCE**

22.1 The Town agrees to maintain the health and welfare plans in effect - namely, the existing group life insurance plant: Pilgrim Advantage PPO, Pilgrim HMO, and Pilgrim Senior Plan. The Town may provide medical insurance through another carrier (or carriers) only if all aspects of the coverage are at least equal to or more comprehensive than the foregoing medical insurance plans. The employees' share of their medical insurance premiums will be deducted from their salaries on a pre-tax basis pursuant to the so-called "Cafeteria Plan" that has been established by the Town.

22.2 The Town will pay the current percentage of the premium for group insurance, and the employee will pay the current percentage. The employee premium shall be paid from pre-tax dollars, in accordance with IRS statutes.

**ARTICLE 23
SEVERABILITY**

23.1 Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, bylaw, rule or regulation, or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

**ARTICLE 24
SENIORITY**

24.1 The length of service of the employee in the Weymouth Public Library from date of most recent hire, less any time off the payroll, shall be used to define the employee's seniority and computation of benefits. Employees reemployed shall receive credit for previous service after one year of employment, for seniority and for computations of benefits. A separate list shall be maintained for part-time staff. Full-time seniority shall prevail over part-time seniority.

**ARTICLE 25
MISCELLANEOUS**

25.1 All officially established practices, that is, those set forth in writing, shall be maintained at no less than the current standards, except as amended by this agreement.

25.2 Employees shall be reimbursed for driving expenses incurred performing library functions at the prevailing town rate.

25.3 Discipline. Employees shall have the right to have a Union Steward or representative present in any disciplinary action, including warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. Employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee. Employees covered by this Agreement shall not be disciplined except for just cause.

25.4 The Town will reimburse for the cost of membership and conferences for employees, upon the approval of the Director, up to a total of \$2,500.00 per year provided funding is available. Employees interested in memberships or conferences must notify the Director by January 1, 2005 in the first year of this Agreement and by July thereafter.

**ARTICLE 26
TUITION REIMBURSEMENT**

26.1 The Town will make available a total of four thousand (\$4000) dollars each year of this Agreement for course reimbursements, at a maximum of up to six hundred (\$600) dollars per employee, under the following conditions: the courses must be in the area of Library Science, or other job related courses, the Director must give prior approval of the course, and the employee must receive a grade of "B" or better to receive the reimbursement.

**ARTICLE 27
LABOR MANAGEMENT COMMITTEE**

27.1 In order to provide a means for communication and for promoting a climate of constructive employee relations, a committee shall be established. The committee shall be composed of two (2) members chosen by the Library Staff Association from employees within the classifications covered by this Agreement, two (2) members chosen by the Mayor, one of whom will be from the Department of Human Resources, and the Library Director.

27.2 This committee shall generally meet quarterly during the fiscal year. Such meetings shall not be for the purposes of conducting negotiations on any subject. The topics of discussion shall be related to the general **application of the Agreement, and to other matters of mutual concern to the parties, health and safety, education programs and advancement for the staff member.**

**ARTICLE 28
NO STRIKE**

28.1 During the term of this Agreement, the Association shall not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services.

**ARTICLE 29
MLA, SEMI-ANNUAL CONFERENCE**

29.1 The Director shall send two (2) employees, for one (1) day each, to the Massachusetts Librarians Conference (MLA) Semi-annual conference. The employees shall receive their regular compensation for attending said day of conference and the Town shall reimburse the employees for registration fees, lunch fees and mileage at the Town's reimbursement rate. Should other employees wish to attend the MLA Semi-annual conference, and staffing permits as determined by the Director, they may do so at their own cost; however, they shall receive their regular compensation for the day.

**ARTICLE 30
WORKSHOPS**

30.1 Employees directed by the Director or Trustees to attend conferences, workshops, seminars or other programs that are beneficial to the operations of the library shall do so during their regular work day and shall be reimbursed for the cost of registration, mileage and specified meals.

**ARTICLE 31
SNOW DAY POLICY**

31.1 If employees are late due to inclement weather, they can not be charged any time over the time that they were late. Employees will have the option to deduct lost time

from vacation, personal leave time, or emergency leave or they may make up time lost, under two (2) hours, during lunch hour, or before and after work in one-half (1/2) hour increments. Coffee breaks cannot be used to make-up lost time.

ARTICLE 32 UNIFORMS/CLOTHING

32.1 Employees covered by this section, Custodians, shall receive an allowance for uniforms. The uniform shall consist of dark blue or black trousers or jeans, collared blue shirts, all black shoes or coaches shoes, or work or winter boots. The Town will provide iron on logos for the shirts. All clothing and footwear shall be kept in suitable, clean, and in good repair condition. Shorts or sneakers are not acceptable. Employees covered by this section shall be solely responsible for cleaning and maintaining all clothing purchased hereunder and any employee covered by this section who fails to clean, maintain, or wear such clothing during work hours shall be subject to disciplinary action.

Employees covered by this agreement will receive a clothing allowance of \$250 received annually by the 1st of August each fiscal year. Such allowance will be paid directly to the employee.

ARTICLE 33 POLICIES

33.1 Library Staff will follow Town policies including the Safe Child Policy (Policy list, polices included in new Appendix B) -

If determined by Human Resources or any higher legal authority that any portion of this collective bargaining agreement is illegal, invalid, or unenforceable, the Town and the Union agree that any such determination shall not affect any other remaining term, clause, phrase, paragraph, section, or provision and all shall stay in full force and effect. Further, if determined that any Town-wide policy conflicts with the express provisions of the collective bargaining agreement, the Town and the Union agree that the provisions of this collective bargaining agreement shall stay in full force and effect for its duration.

ARTICLE 34 DRUG POLICY

34.1 It is the policy of the Town of Weymouth that the public has the absolute right to expect that persons employed by the Town in the libraries will be free from the effects of illegal drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able to work 22 and to set a positive example

to the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of an employee of the Town of Weymouth.

Prohibitions

Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work shift or anywhere on any Town premises or job sites, including Town buildings, properties, vehicles and employee's personal vehicle while engaged in Town business.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.

**ARTICLE 33
REDUCTION IN FORCE**

- A. In the event of a reduction in force of Union employees working in the Weymouth Library of Weymouth, Massachusetts, and notwithstanding Article 24, a single seniority list shall be utilized and part-time service will be prorated by hours worked annually for placement on this seniority list.
- B. When forces are reduced and it is necessary to sever employees, the employer shall follow the principle of seniority within the classification of the library department (Reference, Children's Services, Young Adult Services, Technical Services, Circulation and Building Maintenance) affected. The least senior employee in the affected classification will receive notice to layoff. He/she may exercise the following rights in the order given or be laid off.
 - 1. Displace the least senior employee in the library department who is at the same pay grade, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry;
 - 2. Displace the least senior employee in the library department who is at the next lower pay grade, provided the more senior person possesses the necessary skills, knowledge and abilities as

outlined in the job description of the position for which s/he seeks entry; and

3. Displaced employees may exercise bumping rights over the least senior employee in the same grade or if unavailable with the least senior employee who is at the next lower pay grade, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry.

The intent of this section is for the least senior employee to be laid off and for employees of higher pay grades to be able to replace the next senior employee at the same level of pay or at a lower level of pay provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry.

RECALL PROCEDURES:

- A. Employees severed due to a reduction in force shall be recalled on the same principle of seniority, provided the more senior person possesses the necessary skills, knowledge and abilities as outlined in the job description of the position for which s/he seeks entry, as the reduction in force occurred (last to be laid off will be the first to be recalled, provided the most senior person possesses the requisite skills relative to the position for which s/he seeks reemployment).

Employees severed due to a reduction in force shall have a right to recall for up to one (1) year after termination.

Employees severed due to a reduction in force shall have a right to recall for up to one (1) year after termination.

- B. The employer shall, through the use of U.S. Postal Service first class mail, mail any notice of intent to recall to the employee's last known address. The employee shall have fourteen (14) calendar days to respond.
- C. The employee shall have the right to refuse up to one (1) position during his/her period of recall.

ARTICLE 34
PERFORMANCE EVALUATIONS

34.1 The authorized representative of the Union and the Director shall meet to discuss the evaluation process, the tool and job descriptions. They shall report to the bargaining team by April 1, 2005.

ARTICLE 35
DURATION OF THIS AGREEMENT

35.1 Except as otherwise specifically provided, the Agreement shall be effective as of July 1, 2016, and shall continue in effect until June 30, 2019, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of the desire to modify or terminate this Agreement.

SIGNATORY PAGE

For the Town of Weymouth

For the Union, Weymouth Library
Staff Association, Local 4928
MFT, AFT, AFL-CIO

APPENDIX B

Policy listing:

- ADA
- Confidential Data
- Dress Code
- Drug Alcohol Testing
- Drug Free Work Place
- Driving
- Safe Child Policy
- Sexual Harassment
- HIPAA
- Telecommunication (computer/internet use)
- USERRA
- Workplace Violence