

CITY OF WOBURN
COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF WOBURN/WOBURN PUBLIC LIBRARY
AND THE
WOBURN LIBRARY STAFF ASSOCIATION,
LOCAL 4928, MASSACHUSETTS LIBRARY STAFF ASSOCIATION,
AMERICAN FEDERATION OF TEACHERS, AFL-CIO
July 1, 2014 to June 30, 2018

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ARTICLE 1-

PRINCIPLES OF AGREEMENT

Section 1: This Agreement entered into by the City of Woburn and the Woburn Public Library, (hereinafter referred to as the "Employer", the "City" or the "Library") and the Woburn Library Staff Association, Local 4928, MLSA, AFT, AFL-CIO, (hereinafter referred to as the "Union") has as its purpose the establishment of rates of pay, hours of work and certain conditions of employment.

Section 2: The City and the Union agree that the prime purpose of the City, the Administration, and all of the bargaining unit employees, in regard to the Woburn Public Library, is to provide library services of the highest possible quality for the residents of the City and any other users of library services. Every action taken and decision made by the City, the Administration, and the library staff shall adhere to this overriding principle. The parties recognize that this goal must be and can be accomplished within the financial resources available to the City.

Section 3: Under the law of Massachusetts, the City/Library has the final responsibility for establishing the policies for the running of the Woburn Public Library. The Library Director has the responsibility for carrying out the policies so established. The employees have the responsibility for adhering to these policies, providing work and services of the highest possible quality, and this includes all of the services necessary to the operation of the Woburn Public Library.

Section 4: It is agreed that all of the employees will cooperate with their supervisors and management staff to secure the fullest possible efficiency of the work force.

ARTICLE 2-

RECOGNITION

The employer recognizes the Woburn Library Staff Association, Local 4928, MLSA, AFT, AFL-CIO, hereafter, the "union", as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work and other conditions of employment for all the full-time and regular part-time employees of the Library for the positions that are set forth in the Certification of MCR-4333 (August 18, 1995). Excluded from the bargaining unit are the Director, Assistant Director, custodians, all other employees of the City and the Library and all confidential and managerial employees of the City or the Library.

ARTICLE 3 -

UNION RIGHTS AND RESPONSIBILITIES

Section 1: Except as provided herein, the Union agrees that no bargaining unit employee will engage in union work or activity during any working hours. Without permission from the Director or her designee, no material, equipment or supplies belonging to the City or the Library shall be used in any union activity or political activity whatsoever.

Section 2: A written list of Union officers, stewards and other representatives shall be furnished to the Employer upon execution of the contract and will be kept current. The Union shall notify the Employer of any changes. No employee may engage in any union activity during working hours without specific permission of the Director or her designee.

Section 3: The employer agrees to permit a Union representative to enter the premises but only upon reasonable prior notice to, and direct permission from the Director and provided further that there is no interference with the performance of the duties assigned to the employees. The Union shall provide a list of names and addresses of all representatives who may seek such permission during the contract period.

Section 4: One union steward or representative and the grievant shall be granted time off, with pay, to attend a scheduled grievance or arbitration hearing with the Director, Board of Trustees or City, if said hearing is held during working hours. No other time off, with pay, shall be granted to union representatives or stewards for the performance of union activities unless said time off is approved, in advance, by the Director.

Section 5: Bulletin Board - The Union may have the use of one bulletin board of acceptable dimensions for the posting of official union announcements. It shall be located at a mutually agreed upon place. It is understood that it would be improper to post denunciatory or inflammatory or personal written material on the board.

ARTICLE 4 - STANDARDS OF ATTENDANCE

Section 1: The maintenance of good health, physical fitness and good attendance by all employees is required. It is important and necessary to the successful performance of all the duties and functions of an employee.

Section 2: Employees are required to be at work on a regular, continuing and consistent basis regardless of any available sick leave. Any excessive or unusual amount of absence from work is contrary to the City/Library's attendance expectations.

Section 3: The employer reserves the right to review and record employee absenteeism and to impose disciplinary action, including the withholding of pay increments or wage increases, for violation of this Article or the Sick Leave provisions.

Section 4:

- a) Increments (if any) and salary adjustments are not to be considered automatic; they shall be reviewed annually and approved by the Board of Trustees upon recommendation of the Director. Among the factors to be considered by the Director in making her recommendation shall be the attendance record of the employee. Any employee whose increment or salary adjustment is recommended to be withheld shall be advised of that recommendation in writing on or before April 1 of the prior work year.

- b) If the recommendation to withhold an increment or salary adjustment is approved by the Trustees, the employee shall be entitled to have the decision to withhold an increment or salary adjustment reviewed by the Director prior to the close of the fiscal year in which the notice was given. If the increment or salary adjustment is withheld, a decision whether to reinstate one-half (1/2) of the increment or salary adjustment will be made by December 31 of the year in which it is withheld. A similar decision regarding reinstating the second one-half (1/2) of the increment or salary adjustment will be made prior to the close of the fiscal year in which the increment or salary adjustment is withheld. The Trustees agree that increments and/or salary adjustments shall not be unreasonably withheld.

Section 5: All employees may be required to meet with the Director or her designee to discuss absenteeism. A union representative may accompany the employee.

ARTICLE 5 - DISCIPLINE

Section 1: No permanent employee shall be disciplined, discharged, demoted or reduced in rank without just cause. This article does not apply to temporary or probationary employees.

Section 2: Disciplinary action or measures shall include but shall not be limited to the following:

1. Oral reprimand/Recorded verbal warning
2. Written reprimand
3. Suspension - (Notice to be given in writing)
4. Discharge

Disciplinary actions may not necessarily be taken in the above order depending upon the severity of the infraction.

ARTICLE 6 - FAIR PRACTICES

Section 1: As sole collective bargaining agent, the Union will continue its policy of accepting into membership all eligible employees in the unit without regard to race, color, creed, national origin, sex or sexual orientation, disability or marital status or previous affiliation with other organizations. The Union will represent equally all persons without regard to membership, participation in, or activities, in any employee organization.

Section 2: The parties agree that they must comply with all applicable employment statutes and regulations and, therefore, the provisions of this Agreement shall be administered subject to the requirements of State and Federal law, regulations or policy.

Section 3: The parties agree that in the administration of this Agreement there will be no

discrimination against any employee because of that employee's race, creed, color, religion, national origin, sex, sexual orientation, disability, age or union membership (or lack thereof).

Section 4: This Article shall be interpreted in accordance with applicable federal and state law. The employer shall make decisions under this Article based upon its interpretation of the relevant state or federal law, even if such interpretation may be in conflict with another provision of this Agreement. If a claimed violation by the employer proceeds to arbitration, no arbitrator will be permitted to award compensatory, punitive or monetary damages, other than back pay.

ARTICLE 7 - WAIVER OF BARGAINING RIGHTS

Section 1: The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

Section 2: This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first paragraph of this Article, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

Section 3: Any prior employment practices, policies or agreements for the bargaining unit employees shall be terminated and of no effect, upon the effective date of this Agreement, except for those benefits that are specifically continued into this Agreement by mutual consent.

ARTICLE 8 - STABILITY OF AGREEMENT

Section 1: No Agreement, understanding, alteration, amendment or variation to this Agreement's terms will bind the parties to this Agreement unless made and executed in writing by the parties. The failure of the City or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the City or Union to future performance of any such terms or conditions, and the obligations of the City and the Union to such future performance will continue in full force and effect.

Section 2: All agreements, policies, and employment and work practices, are existent, effective and enforceable by the Union only to the extent they are expressly set forth in this Agreement.

ARTICLE 9 - APPROVED STATUS

All employees must be on an approved employment status, either with or without pay. Any employee who is absent without being placed on an approved status by the Director, may be terminated.

ARTICLE 10 - PROBATIONARY EMPLOYEES

Each new employee shall be considered a probationary employee for the first six (6) months of active employment. Probationary employees may be disciplined, discharged or otherwise terminated in the sole discretion of the Employer and in such a situation, the employee shall have no recourse to the grievance and arbitration provisions of this Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1: **Definition of a Grievance** - A grievance is defined as an allegation by an employee that the Employer has violated an express and written provision of this Agreement.

Section 2: Procedure for Submitting Grievances

- a) All grievances shall be submitted, and processed by the union, as specified herein. The failure by the employee or the union to comply with these provisions shall cause the grievance to be waived.
- b) All grievances shall be submitted in writing. They shall state: the facts giving rise to the grievance; the specific provision(s) of the Agreement alleged to have been violated; the name of the aggrieved employee(s) and/or the Union; the names of witnesses, if any; and the remedy sought. All grievances shall be signed and dated by the aggrieved party(s) and a union representative.

Section 3: Time Limitations

- a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level including submission to arbitration are to be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If, at the end of ten (10) workdays following the date of the event giving rise to the grievance or when the grievant reasonably should have had knowledge of the grievance, it is not filed at Step 1, the grievance shall be deemed to have been waived.
- b) Any grievance in course shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore. If a grievance is once waived or settled at any of the steps in this procedure, it shall be considered closed and the matter shall not thereafter be subject to the grievance procedure or to arbitration. The employer may assert the issue of a failure

to adhere to time limits, or any other procedural violation, at any step or stage of the grievance and arbitration procedure

- c) If the Employer fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step as of the last day the response was due.

Section 4: Informal Resolution of Concerns:

Nothing herein contained will be construed as limiting the right of any employee who has a concern regarding a potential grievance from discussing that concern informally with an appropriate member of the administration and having that matter adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

Step 1 – Written Grievance to Library Director

Not later than ten (10) workdays after the event giving rise to the grievance, the written grievance must be submitted to the Library Director. Within five (5) workdays thereafter, the Director shall meet with the grievant(s) and a union representative at a mutually convenient time to discuss the grievance. The Director shall provide a response within ten (10) workdays after the meeting.

Step 2 - Written Appeal to Board of Trustees

- a) If the grievance has not been settled in Step 1, it shall be submitted, in writing to the Trustees, within ten (10) workdays of the receipt of the Step 1 response or within ten (10) workdays of the date said response was due. The Trustees shall schedule a conference to discuss the grievance with the grievant(s) and the Union representative. This conference shall be scheduled with the Trustees within the next two Board meetings following its receipt by the Board. The Board shall respond to the grievance within ten (10) working days after the conference. This answer shall be final and binding on the grievant(s), the Union and the Employer, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in the Arbitration Article of this Agreement.
- c) At either step, the Employer may extend the time period for a response, not to exceed thirty (30) days, if further investigation is necessary. If the Employer invokes this right, the union shall be notified, in writing, and a time limit will be provided by the Employer for the response.

ARTICLE 12 -

ARBITRATION

Appeal Procedure

Section 1: Any grievance, as defined in the Grievance Article of this Agreement, that has been properly and timely processed through the grievance procedure set forth in that Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union. The failure to appeal a grievance to arbitration in accordance with this section within ten (10) calendar days after receipt of the written answer at Step 2 or within ten (10) calendar days after

its receipt was due, shall constitute a waiver of either party's right to appeal to arbitration.

Section 2: If arbitration is requested, it shall be referred to the American Arbitration Association for the purposes of conducting the arbitration proceedings in accordance with its then current rules. The parties agree to be bound by the rules and procedures of the American Arbitration Association for submission of a matter to it and in the selection of an arbitrator.

Section 3: No employee shall have the right to require arbitration, that right being reserved to the Union.

Arbitrator's Jurisdiction

Section 1: The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this Agreement. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration.

Section 2: The arbitrator shall be without power and authority to do the following:

- a) To add to, modify, alter, subtract from or amend the terms of the written agreement.
- b) To modify, alter, or negate decisions of the Employer which are made pursuant to its rights or authority under the law and/or its management rights.
- d) To make an award which may cause or require the Employer to violate State, Federal or common law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government.
- e) The arbitrator may not substitute his judgment for that of the Employer or its agents when they exercise their judgment pursuant to their reserved rights or to their authority under the law.

Section 3: The decision of the arbitrator, if within the scope of this jurisdiction shall be final and binding upon the parties hereto except for review or confirmation as is provided for by G.L.c 150C, and other applicable laws and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.

Section 4: Compensation for the services of the arbitrator will be borne equally by the Employer and the Union, but each party shall bear its own expenses for the presentation of its own case.

ARTICLE 13 -

HOLIDAYS

Section 1: The following days will be considered to be paid holidays for employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	½ Day Christmas Eve*

*The ½ Christmas Eve holiday will begin at 12:30 p.m. on December 24th of each year.

Section 2: One Paid Floating Holiday – Each employee will be entitled to one (1) Floating Holiday per year. The employee must request in writing the date of the Floating Holiday at least thirty days in advance and must receive approval from the Director for the Floating Holiday. In the event two or more employees in the same classification request the same date for the Floating Holiday at the same time, and said request adversely affects the staffing of the department(s), the senior employee shall be scheduled for the Floating Holiday on that date. Otherwise, approval of the Floating Holiday will not be unreasonably denied.

Section 3: Full-time employees (thirty seven and one-half hours (37.5)) who are scheduled to work on a holiday but who are granted the holiday will receive their straight time rate of pay for seven and one-half (7.5) hours. If an employee is required to work on a holiday, he shall be paid one and one-half (1.5) times his straight-time rate of pay for all hours actually worked on that day, in addition to the seven and one-half (7.5) hours' pay at his straight-time rate of pay. Part-time employees who are scheduled to work on a holiday shall receive holiday pay.

Section 3: The Employer may, from time to time, schedule other full or partial holidays. These decisions are not binding for any future years.

Section 4: Those employees who work either the day after Thanksgiving and/or Christmas Eve Day shall receive a compensatory day (Thanksgiving) or compensatory one-half day (Christmas Eve) for each day worked, although those days are not full holidays. Employees who work a five day work week who are not regularly scheduled to work on the day a holiday is observed will be allowed to take a compensatory day off without loss of pay. Said compensatory day(s) are to be requested by the employee and scheduled by the Director to be taken within six weeks. Employees shall give at least one week's notice of his/her intention to take the day. Approval of the compensatory day will not be unreasonably denied.

ARTICLE 14 - MATERNITY/PARENTAL/ADOPTIVE/FAMILY ILLNESS LEAVE

The parties agree that the provisions of the state and federal laws shall govern maternity, parental, adoptive and family illness leave. These leaves shall be unpaid. The time permitted for a leave may not be added or cumulated from more than one statutory provision. Employees must follow the procedures set forth in the appropriate statute to be eligible for the leave. Employees must advise the Employer, under which statute a leave is being taken.

ARTICLE 15 - MATERNITY LEAVE

General Provisions

Section 1: A non-paid leave of absence shall be granted for maternity purposes to female employees on the terms and conditions of this Article.

Section 2: An employee who is on an approved leave of absence, during which period of time she bears a child, shall be deemed to be on a maternity leave under the terms of Option A or B as provided herein.

Section 3: Payment for disability due to pregnancy, childbirth, or recovery therefrom shall be in the same manner as payment for any other illness or injury. Employees who desire to use sick leave benefits shall follow the procedures of the Sick Leave Article. Sick leave benefits are not available for any non-pregnancy related illnesses or disabilities during a maternity leave.

Section 4: Employees shall not earn any benefits while on maternity leave. Upon their return to work, all benefits previously earned or accrued, shall be restored.

Notifications

As soon as reasonable and no later than the twenty-second (22nd) week of pregnancy, the employee shall notify the Director, in writing, of her pregnancy. The employee shall also notify the Director, in writing, which of the two options (A or B) for maternity leave she is requesting. These notices will facilitate the planning for a replacement.

Options

A. An eight week leave of absence without pay but with an entitlement to sick leave as stated above, under the provisions of M.G.L. c 149, §105D. The employee is required to give the Director at least two weeks prior to the anticipated starting date of this leave a notice which shall state the anticipated date of departure and the employee's intention to return. At the conclusion of this leave, the employee shall be restored to her original position or similar position with the same status, pay, and length of service credit wherever applicable, as of the date of her leave.

- B. A leave of up to twenty-six (26) weeks without pay but with an entitlement to sick leave as stated above. The employee is required to provide a written notice of the anticipated starting date of the leave to the Director at least thirty (30) days in advance of the start of the leave. The notice shall specify the length of the leave and of the employee's intention to return. At the conclusion of this leave the employee shall be restored to her original position or similar position with the same status, pay, and length of service credit wherever applicable, as of the date of her leave.

ARTICLE 16 - EMPLOYEE FILES

Section 1: Personnel files for employees shall be maintained at the Library.

Section 2: Upon request, an employee shall be given access to his/her personnel file, with supervision, without unreasonable delay.

Section 3: Upon receipt of a written request, an employee may make a copy of material contained in his/her personnel file, except for documents of a "confidential nature" received prior to their employment and all other information excepted from their review by Federal or State statute.

Section 4: No material derogatory to an employee's conduct, service or character will be placed in a personnel file unless the employee has been provided with a copy of same dated at the same time. The employee may respond in writing and the response will be included in the file.

ARTICLE 17 - VOLUNTEERS

The Union recognizes that the Library uses volunteers to perform various duties in the Library, including some duties performed by bargaining unit employees. The City agrees that it will not use volunteers to directly layoff, or reduce the hours of current bargaining unit employees.

ARTICLE 18 - LIBRARY CLOSING

In the event that the Library is closed due to extreme weather conditions, or opens late for the same reason, employees, who were regularly scheduled to work during those hours, will receive their regular pay for the hours during which the Library is so closed.

ARTICLE 19 - SAVINGS - SEPARABILITY

Section 1: If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

Section 2: In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 20 - FEDERAL AND STATE LAWS

In the event any Federal or State Law or any order of any State Executive or Administrative Office having the authority, or if the final determination of any Board or Court of competent jurisdiction affects any provision of this Agreement, the provision or provisions so affected shall conform thereto. Except as so modified, the Agreement shall continue in full force and effect. Nothing contained in this Article shall preclude the Union from obtaining an interpretation of the law or directive relied upon by the City from the pertinent law making body.

ARTICLE 21 - OTHER LEAVES

Section 1: Jury Duty - An employee summoned to jury duty in a court case which necessitates absence from assigned duties shall be paid the difference between the compensation for such service and his/her regular compensation. Such employee shall report for his/her regular duties when he/she has completed the jury duty.

Section 2: Military Duty - Leave for military duty shall be without loss of pay in accordance with Section 52A of Chapter 149 of the General Laws of Massachusetts.

ARTICLE 22 - MANAGEMENT RIGHTS

Section 1: The city is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed to derogate from or impair any power, right or duty conferred upon the City by law or any rule or regulation of any agency of the Commonwealth. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the City has and will continue to retain, whether exercised or not, all of the rights, powers and authority hereby reserved to it. The right to manage the business and affairs of the City, and to direct the working forces, pursuant to the provisions of this Article, shall not be the subject of a grievance or arbitration proceeding hereunder or any other enforcement process.

Section 2: The listing of the following specific rights of management in this Article is not intended to be a waiver or limitation of any of the rights of the City not listed herein. Inherent management rights shall remain exclusively with the City, except as they may be shared with the Union by a specific provision or provisions of this Agreement. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 3: Among those management rights are the following:

- a) The right to hire, promote, train, transfer, reprimand, suspend, discharge, or otherwise discipline employees; to promote, demote, transfer, lay off, recall to work, retire employees; to relieve employees from duty because of lack of work, insufficient funds or other legitimate reasons.
- b) Subject to bargaining requirements of the law, to determine: the methods, means and personnel for all operations, the scheduling of operations and the extent to which its own or other facilities and/or personnel shall be used; to abolish, contract or sub-contract out any service; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to regulate the use of facilities, equipment, and other property of the City; to introduce new or improved services, equipment and materials; to require overtime; to take whatever action is necessary to carry out its work in emergency situations. During emergencies all employees are required to be available for overtime work.
- c) To select and determine the number of employees and categories of positions to be established; to determine their qualifications; to evaluate employees; to determine the standards of productivity and performance for their work and the services to be rendered; to determine their duties and assignments; to direct their work; to determine the content of job classifications and job descriptions; to promulgate reasonable rules and regulations; to issue, amend and revise policies, rules, regulations, and practices; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City employees; after consultation, to establish or change any service; to determine and maintain order and efficiency of operations; after consultation, to determine the starting and quitting time of all employees and the number of hours and shifts to be worked; to maintain order and efficiency in the work place and to fix standards for quality and quantity of work to be done.

Section 1: The term “Trustees” as used in this Agreement means the Board of Trustees of the Woburn Public Library.

Section 2: The term “Library” as used in this Agreement means the Woburn Public Library.

Section 3: The term “Parties” as used in this Agreement refers to the Board of Trustees, the City, the Mayor, and the Union as parties to this Agreement.

Section 4: The term “Director” as used in this Agreement shall mean the Director of the Woburn Public Library.

Section 5: The term “Union Representative” as used in this Agreement shall mean any duly authorized designee from the State or National union.

Section 6: The term “City” as used in this Agreement shall mean the City of Woburn.

Section 7: The term “Union” as used in this Agreement shall mean the Massachusetts Library Staff Association, Local 4928, Massachusetts Library Staff Association, American Federation of Teachers, AFL-CIO.

Section 8: The term “employee” as used in this Agreement shall mean any member of the bargaining unit.

Section 9: Whenever the singular is used in this Agreement it is to include the plural where appropriate.

Section 10: Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male(s) and female(s).

ARTICLE 24 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1: Members of the Union Bargaining Committee, not to exceed three (3), who are scheduled to work during collective bargaining negotiations shall be granted leave without loss of pay or benefits for all bargaining sessions between the City and the union, providing there is coverage at the Library.

Section 2: In any disciplinary meeting, an employee shall have the right to be accompanied by a union representative, upon request.

ARTICLE 25 -

SENIORITY

Section 1: Seniority shall mean an employee's length of continuous or bridged service (see additional paragraphs of **Seniority** for information on bridging of service) with the Woburn Public Library measured in calendar days from the first day the employee actually worked for the Employer on or after the employee's most recent date of hire or from the calculated day of seniority when bridged service is accepted (see additional paragraphs of **Seniority** for information on bridging of service). If two or more employees have the same seniority for unbridged service, a selection by lot will determine seniority. Seniority shall not accrue to a probationary employee until completion of the probationary period at which time seniority shall be calculated from the employee's initial date of hire or for employees seeking bridged seniority from the calculated seniority date based on accepted bridging of service.

Section 2: Part-time employees shall have their own seniority list. Their seniority shall be pro-rated based upon the number of hours they are regularly scheduled to work.

Section 3: An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

- (a) discharge, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after a recall within the time period specified or failure to return to work on the date specified for recall;
- (c) failure to return to work upon expiration of a leave of absence;
- (d) layoff for a period of thirty (30) months or for a period equal to the employee's seniority, whichever is less.

Section 4: An employee who is rehired by the Woburn Public Library within thirty months after (1) voluntarily leaving Library employment or (2) being laid off from Library employment and having no remaining recall rights, can request a bridging of service at the conclusion of a six month probationary period for new employees. The employee requesting a bridging of service must make the request in writing, supplying dates of previous employment and previous seniority date. Upon verification of the earlier service, the employee's seniority date will be recalculated to add the number of days, months and years of the previous Library employment to the new date of hire to determine a calculated Seniority date.

Section 5: Calculations of service for bridging purposes of a previously employed part-time employee who is returning to Library employment as a full-time employee will be pro-rated on the basis of hours per week previously worked. Calculations of service for bridging purposes of a previously employed full-time employee who is returning to work on a part-time basis will be calculated on the basis of actual years worked, e.g., one year of employment will be credited with one year for seniority purposes. If, after calculating the new seniority date, two employees have the same seniority date, the employee with continuous, unbroken service will be considered senior to an employee with a calculated, bridged seniority date. If two or more employees have the same seniority for calculated, bridged service, the employee with the greater amount of current service will be considered senior. If two employees have the same exact service dates for

bridged service and total seniority, a selection by lot will determine seniority

Section 6: The bridging of service provides the following, and only the following listed benefits:

- (1) salary step positioning based on years of service
- (2) vacation levels based on years of service
- (3) longevity level at the set dollar amount appropriate for the seniority

Section 7: The bridging of service does not return the employee's previously accumulated sick leave which was terminated with the ending of the earlier employment.

Section 8: The bridging of service in no way indicates that an employee who left earlier employment with the Library has any rights to re-employment. A former employee who left Library employment in good standing will be considered equally with other applicants for a Library job opening.

ARTICLE 26 - SICK LEAVE

Section 1: Sick leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or disability which prevents the employee from performing his/her duties. In order to be eligible to receive sick leave, an employee must follow the procedures established for use of sick leave in the collective bargaining agreement.

Section 2: A full-time employee shall earn 1 1/4 days of sick leave for each month worked. Employees shall not earn sick leave for any month in which the employee has any unauthorized or unpaid absences from work. Part-time employees shall have this benefit pro-rated based upon the number of hours they are regularly scheduled to work. Earned sick leave will be credited to an employee on the last calendar day of the month. Unused earned sick leave shall accumulate from year to year. At the inception of this contract, employees who had previously earned but not used sick leave will have that amount credited to them.

Section 3: Employees may be required to inform the Director of specific information relative to their request to use sick leave, including the medical diagnosis and length of disability estimates. The employee is expected to keep the department informed of the progress of the sickness, injury or disability on a daily basis unless other arrangements are made and may be required to provide a doctor's certification of illness or disability after five consecutive days of absence.

Section 4: In cases of suspected abuse, high absenteeism, patterns of, or unusual use of, sick leave, the Director may obtain additional information from the employee, may require a doctor's certification of illness or disability and may, in appropriate circumstances, invoke discipline. Consideration will be given to known medical problems which cause absence.

Section 5: Employees who leave work due to illness prior to their mid-shift meal shall have 1/2

day of sick leave deducted.

Section 6: Sick leave may be earned but not used by probationary employees during their probationary period.

Section 7: Individual sick leave balances will be provided to an employee upon request.

Section 8: Employees shall be entitled to accumulate unused sick days without limitation during their active employment. Upon retirement, resignation, lay-off, death or other non-disciplinary termination, an employee or his/her estate will be entitled to the following unused sick leave benefits. A maximum of ninety (90) days (seventy-five (75) from accumulated, fifteen (15) from current) or less of the sick leave shall be payable at the daily rate of pay then in effect at the time of retirement, resignation, lay-off, death or other non-disciplinary termination.

Section 9: As an option, employees shall be entitled to buy back earned sick days as follows:

- A) Each member, having accumulated one or more sick days during the prior calendar year, may choose to buy back those days as long as the member will have seventy-five days in his/her sick leave bank after the buyout is completed. The member must notify the Director in writing no later than January 15th of the following year of his/her intention to buy back currently accumulated sick leave days. A member may choose one of the following:
 - a) Use some sick days and carry over the rest.
 - b) Use some sick days and buy back the rest.
 - c) Carry over all of the days.
 - d) Buy back all of the days.
- B) Payment for any days under this provision shall be made in one lump sum check which shall be paid on the third Thursday in July.

Section 10: If any employee buys back unused sick leave and is subsequently re-employed by the City, there will be no re-credit to his/her account of any days not bought back or used. An employee who transfers from any other department in the City and who has a certified department record of his/her unused sick leave may carry that unused sick leave into his/her new department with the same rights as stated above.

Section 11: Any employee who does not use any sick leave in a calendar year will be eligible for one additional personal day which must be used in the following calendar year.

ARTICLE 27 -

HOURS OF WORK

Section 1: Purpose of Article - The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Employer's pay records, practices and procedures shall govern the payment of all wages.

Section 2: Payroll Week - For payroll purposes, the workweek shall consist of seven (7) days beginning at 12:01 A.M. Sunday and ending at 12:00 midnight the following Saturday.

Section 3: Workweek - The regular full-time workweek shall consist of thirty-seven and one-half (37.5) hours within the workweek, divided into five (5) work days of seven and one-half (7.5) consecutive hours, exclusive of a one-hour meal period. Employees are expected to work evenings, Saturdays and Sundays, if open, and any day the Library is open to the public.

Section 4: Sunday Openings - If the Board of Trustees decides to open the Library on Sundays, it will give the Union thirty (30) days notice prior to the scheduled implementation, during which time the parties will meet to negotiate rates of pay for such work and scheduling of personnel. If the parties do not reach agreement on these issues, they will seek expedited, binding interest arbitration with a mutually acceptable neutral, such process to be completed with a decision from the neutral no later than sixty (60) days from the declaration of impasse. The parties will confirm with the neutral that he/she can comply with this schedule. The arbitrator will make a decision based upon the evidence. Sunday work will not be implemented until the neutral has ruled.

Section 5: Work Schedule Changes - The Employer reserves the right to establish and change the work schedule and the hours of work of all employees with one (1) week's notice to the affected employee(s), except in cases of emergency. A printed work schedule is prepared for each work week. Every employee is responsible for checking the schedule every week.

Section 6: Regular Workday - A regular workday shall consist of seven and one-half (7.5) consecutive hours of actual work in a workday, exclusive of the one (1) hour meal period.

Section 7: Rest and Meal Periods - There shall be one (1) one-hour unpaid meal period and two (2) fifteen (15) minute paid rest periods during the course of a regular workday for employees scheduled to work at least seven and one-half (7.5) hours. Employees who work less than seven and one-half (7.5) hours, but at least four and one-half (4.5) hours will receive one (1) fifteen (15) minute rest period during the course of their shift. Rest breaks will be scheduled by a supervisor and may not be used to extend meal periods and may not be taken at the end of a work day without permission of the Director.

Section 8: Timeliness - Employees are expected to arrive at work on time, both at the start of their scheduled work day and after their meal or rest periods. Tardiness will result in appropriate discipline. In no case should a desk be left unattended by an employee waiting for another

employee to return or appear.

ARTICLE 28 - OVERTIME

Section 1: Overtime shall be paid and calculated only in accordance with the Fair Labor Standards Act, or any other mandatory law. It shall be paid for all hours worked by an employee in excess of forty (40) hours in a workweek and shall be paid at one and one-half (1.5) times the employee's average straight-time rate of pay for that workweek.

Section 2: The Employer shall determine when and by whom overtime will be worked. The Employer will request volunteers among appropriately classified employees prior to requiring others to work overtime. If overtime is required, and there are insufficient volunteers, the overtime will be assigned in order of inverse seniority. An employee who fails to report for such overtime will be subject to appropriate discipline.

Section 3: No Duplication of Pyramiding of Overtime and Other Premium Pay - There shall be no pyramiding of benefits. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, he shall be paid in accordance with that pay formula set forth in this Agreement which entitles him to the greatest amount of compensation, but he shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

ARTICLE 29 - VACATIONS

Section 1: Employees shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided. Each employee shall be credited on their anniversary date of hire with vacation leave as follows:

<u>Length of Continuous Service</u> <u>As of Anniversary Date of Employment</u>	<u>Amount of Vacation</u>
More than six (6) months but less than one (1) year	One (1) week
More than one (1) year but less than three (3) years	Two (2) weeks
More than three (3) years but less than eight (8) years	Three (3) weeks
More than eight (8) years but less than fifteen (15) years	Four (4) weeks
More than fifteen (15) years	Five (5) weeks

Section 2: Vacation Leave shall be granted based upon continuous service in the prior calendar

year. During their first year of employment, employees will earn two weeks of vacation for the following year if they have completed forty (40) weeks of continuous employment as of December 31. First year employees who have worked less than forty (40) weeks continuously as of December 31 shall be entitled to one (1) week of vacation in the following calendar year.

Section 3: An employee is encouraged to take his/her vacation time in the year following his/her eligibility. If an employee fails to utilize his/her vacation entitlement in a calendar year, all remaining vacation time shall be converted to sick leave and credited to an employee's accumulated sick leave.

Section 4: Employees shall request vacation leave in writing which shall be approved and scheduled by the Director on a first come first served basis subject to the staffing needs of the Library. In the event two or more employees in the same classification request the same vacation at the same time, and said request adversely affects the staffing of the department(s), the senior employee shall be scheduled for vacation.

Section 5: Vacation for part-time (less than 37.5 hours per week) employees shall be pro-rated according to the portion of the work week and work year these employees work. One vacation week is defined as the number of days the part-time employee normally works per week.

Section 6: Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay that had accrued but had not been taken. If the employee provides the Director of the Library with at least two weeks' (and preferably with one month's) notice of resignation, retirement or other termination of employment, the payment of vacation shall be made within one week of termination. If the previously specified notice is not provided, every effort will be made by the Library to make the payment for accrued vacation to the employee within two weeks of termination. If termination is caused by death, the payment shall be made to the employee's estate in the amount that had accrued prior to death but had not been taken.

Section 7: An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs on a day on which the employee would otherwise have been scheduled to work.

ARTICLE 30 - BEREAVEMENT LEAVE

Section 1: Beginning with the day of the death of the following people, employees shall be granted four (4) days of bereavement leave with no loss of pay or benefits: Employee's Spouse, domestic partner, mother, father, child.

Section 2: Beginning with the day of the death of the following people, employees shall be granted three (3) days of bereavement leave with no loss of pay or benefits: Employee's Grandparents, Grandchildren, Brother, Sister.

Section 3: Beginning with the day of the death of the following people, employees shall be

granted two (2) days of bereavement leave with no loss of pay or benefits: Employee's In-Laws (Mother-in-law, Father-in-Law, Sister-in-Law, Brother-in-Law).

Section 4: Employees shall be granted one (1) day of bereavement leave with no loss of pay or benefits to attend the funeral of the following: Other family member of the employee or with the approval of the Director of the Library any person residing in the home of the employee at the time prior to the death of the person.

Section 5: Bereavement leave must be taken at the time of death and/or funeral. If not taken at this time, bereavement leave is lost.

Section 6: Employees who need additional time off due to the death of a family member or other person covered under Bereavement Leave may request approval from the Director to extend time off by utilizing additional paid leave, such as Personal Days, Vacation Leave and in specific cases where legitimate illness or injury is involved, Sick Leave. An employee who needs additional time off due to the death of a family member or other person covered under Bereavement Leave, but does not have additional paid leave available may apply for unpaid leave under the Family Medical Leave Act.

ARTICLE 31 - CONTINUITY OF OPERATIONS

Section 1: No employee, nor the Union, nor any officer or officers of the Union shall engage in, induce, or encourage any strike (as defined in MGL c.150E), walk out, work stoppage, sit down, slow down, withholding of services, boycott, concerted absences or resignations, any other concerted activity prohibited by law, or any other direct or indirect interferences with the operations of the Library.

Section 2: The Union and the employees within the bargaining unit in consideration of the value of this Agreement and its terms and conditions and the legislation which engendered it will not authorize, instigate, sanction or condone any strikes, work stoppages or delays or any concerted refusal to perform normal work duties as such actions are defined by MGL c.150E. Should any employee or group of employees covered by this Agreement or otherwise employed by the City engage in any strike or work stoppage or withholding of services, the Union shall forthwith disavow any such action.

Section 3: Violation of the terms of this Article shall subject an employee to disciplinary action, including discharge. Should an employee process a grievance concerning his discipline for a violation of this Article, the only issue subject to the jurisdiction of an Arbitrator shall be the question of whether the Employer had a reasonable belief that the employee engaged in activity which was inappropriate according to the provisions of this Article.

Section 4: In consideration of the Union's commitment as set forth in this Article of this Agreement, the Employer shall not lock out employees.

ARTICLE 32 -

HEALTH INSURANCE

The Employer shall provide group health insurance for eligible families and individuals with the following percentage of premium payments in accordance with M.G.L. Chapter 32B:

- Effective July 1, 2014, there shall be no change in contribution for health insurance.
- Effective July 1, 2015, the City shall pay 62.5% of the medical insurance premium of an indemnity plan (including PPOs) and 77.5% of the medical insurance premium of an HMO Plan. The employee shall pay the remaining 37.5% of the medical insurance premium of an indemnity plan and the remaining 22.5% of the medical insurance premium of an HMO Plan.
- Effective July 1, 2016, the City shall pay 61.25% of the medical insurance premium of an indemnity plan (including PPOs) and 76.25% of the medical insurance premium of an HMO Plan. The employee shall pay the remaining 38.75% of the medical insurance premium of an indemnity plan and the remaining 23.75% of the medical insurance premium of an HMO plan.
- Effective July 1, 2017, the City shall pay 60.5% of the medical insurance premium of an indemnity plan (including PPOs) and 75.5% of the medical insurance premium of an HMO Plan. The employee shall pay the remaining 39.5% of the medical insurance premium of an indemnity plan and the remaining 24.5% of the medical insurance premium of an HMO Plan.
- Effective January 1, 2018, the City shall pay 60% of the medical insurance premium of an indemnity plan (including PPOs) and 75% of the medical insurance premium of an HMO Plan. The employee shall pay the remaining 40% of the medical insurance premium of an indemnity plan and the remaining 25% of the medical insurance premium of an HMO Plan.

Opt out. The City will pay \$1,500.00 per year for eligible active employees who opt out of an individual health plan and \$3,000.00 per year for eligible active employees who opt out of a family health plan, as long as such employees have been covered on the City's health insurance for the previous 24 consecutive months. Employees who opt out of the City's health insurance plans cannot re-enroll for at least 12 months unless a qualifying event occurs.

Dental Insurance

The City shall offer all employees the option of Dental Insurance via the Delta Dental Premier Plan or the Delta Dental PPO Plus Premier Plan or an equivalent plan as follows:

- 100% employee paid premiums; City incurs all administrative charges for offering the plans.

- Plan offering is based on 30% enrollment of eligible employees.

As long as allowed by law, all insurance premiums will be deducted from employees' pay on a pre-tax basis unless the employee completes a waiver form in the City Treasurer's office, requesting that premiums be deducted on a post-tax basis."

ARTICLE 33 - PERSONAL BUSINESS LEAVE

Section 1: In any fiscal year, an employee may be granted two (2) days of paid leave to conduct personal business under the following conditions:

Section 2: It is understood that employees will make every effort to attend to their personal business on "non-working days" and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the working commitment. Approval of any requests for personal leave will be at the discretion of the Director. Said leave may be granted for the purpose of conducting personal business and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled. Applications for personal leave (except in cases of emergency) will be made at least forty-eight (48) hours before taking such leave and shall be subject to the approval of the Director in advance.

Section 3: Personal Business Leave may be taken in one-half hour increments with a minimum of one hour taken at any one time. Full-time employees receive 15 hours per year and part-time employees receive two times the number of hours in his/her regular work day.

ARTICLE 34 - JOB POSTING

Section 1: The job classifications in this unit are Professional, Assistant Professional, General Assistant, Page.

Section 2: All vacancies shall be posted as outlined below.

- A) Transfers Requested by Employees: Employees are not entitled to bid for openings within their own classification or lower classification; however, they may request, in writing, to be considered for transfer to such an opening. Decisions on requests for transfer shall remain at the discretion of the Director.
- B) Transfers Requested by the Employer: The Employer has the right to transfer employees from one assignment to another.

ARTICLE 35 - PROMOTIONS

Section 1: Promotion Procedures - Whenever a vacancy in a promotional position within this unit occurs, and it is determined by the Trustees and/or the Director that it shall be filled, bargaining unit members and others (outside candidates) will be considered and the following procedures shall be followed:

- A) Such vacancy shall be posted and advertised listing the job title, salary, minimum qualifications, and closing date of the posting.
- B) This notice of vacancy shall remain posted at the Library for at least twelve (12) working days and bargaining unit employees must apply within that period.
- C) Employees and other applicants who are interested in a particular promotional vacancy will apply in writing. Outside applicants shall apply using the guidelines of the advertisement.
- D) All applicants shall submit complete applications including all material they believe pertinent to supporting their application.
- E) Within a reasonable period of time to allow for processing and reviewing of applications, the Director will award the position. She will select the applicant who, in her judgment, is the applicant who is best qualified and best suited for the position. In determining whether or not applicants from within the unit are qualified, the Director will consider the following: attendance, prior disciplinary actions, written performance evaluations, prior experience, experience in position sought, other qualifications and training, and availability for extended workday or work week in overtime.
- F) The successful applicant, if from within the bargaining unit, shall be given a thirty (30) calendar day trial period in the new position at the applicable rate of pay. If the successful applicant is an employee of the Library and if at the end of the trial period it is determined by the Director or the employee that the employee is not well qualified to perform the work, or is determined by the employee that he/she does not want to continue in the position, he/she shall be returned to his/her previous position and rate or to a substantially equivalent position and rate. (New employees are subject to the probationary provisions of the contract.)

Section 2: If at the request of the employer a bargaining unit employee works at a higher paying position for two (2) weeks or more, that employee shall be paid retroactively the higher rate of pay.

ARTICLE 36 - PERSONAL INJURY BENEFITS

Section 1: Employees will be required to immediately report all accidents suffered by them in connection with their employment to the appropriate authority and in accordance with Library or City policy.

Section 2: An employee receiving weekly disability benefits under the state Workers' Compensation Act may, upon his/her request, use accrued sick leave to make up the difference between the employee's Workers Compensation pay and his/her regular weekly wages.

ARTICLE 37 -

PRO-RATED BENEFITS

Section 1: All benefits for employees who work less than full-time (37.5 hours per week) will be pro-rated in accordance with the regular number of hours of work scheduled per week.

Section 2: Employees who are absent from work (with or without pay, excepting those employees who are receiving compensation pursuant to the Sick Leave provisions of this Agreement) shall be paid and/or earn the following fringe benefits based upon the amount of time they are absent from employment during a fiscal year in accordance with the formula below:

- A) Vacations
- B) Sick Leave

1. An employee who does not perform any work for the Library for the entire fiscal year shall receive or earn none of the listed benefits for that year.
2. An employee who is absent from work for sixty (60) calendar days or more in a fiscal year shall lose (or not earn) one sixth (1/6) of each of the listed benefits and one twelfth (1/12) of the listed benefits for each thirty (30) calendar days of absence thereafter.

Section 3: Upon return to work from such absence or leave, all previously earned benefits shall be restored unless they were utilized by an employee on Workers Compensation to make up the difference in pay between the Workers Compensation benefits and the regular salary of the employee.

ARTICLE 38 -

LONGEVITY

Longevity payments shall be paid to eligible members of the bargaining unit in accordance with the following schedule

<u>Years of Full Time Employment</u>	<u>Annual Amount of Payment</u>
Less than 5 Full Years	No Payment
Upon completion of 5 Full Years	\$850.00
Upon completion of 10 Full Years	1,500.00
Upon completion of 15 Full Years	2,150.00
Upon completion of 20 Full Years	2,800.00
Upon completion of 25 Full Years	3,450.00
Upon completion of 30 Full Years	4,100.00
Upon completion of 35 Full Years or more	4,750.00

On the date this Agreement becomes effective, any employee who, under the former City

longevity plan would have been paid a higher dollar amount than he/she is entitled to under this Article, shall be paid that higher amount, without change, until he/she reaches his/her next five year anniversary of employment, at which time he/she will be paid in accordance with this Article.

ARTICLE 39 - EMPLOYEE ASSISTANCE PROGRAM

All Library employees shall be offered an Employee Assistance Program (EAP) with twenty-four hour access to problem assessment and short-term counseling services, follow-up case management, supervisory training and EAP employee orientation, dependent care referral and other related services for the employees and their immediate family members.

ARTICLE 40 - UNION DUES

Section 1: Upon receipt by the City of a signed voluntary authorization by an employee, the city agrees to deduct the initiation fee (if any) and monthly Union membership dues levied in accordance with the Constitution of the Union from the pay of said employee and will remit the aggregate amount monthly to the Treasurer of the Union along with a list of the employees from whose pay said dues have been deducted. An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer, said revocation to take effect immediately. The City shall send a copy to the Union. The City Treasurer shall require the Union Treasurer to be bonded and such bond shall be provided to the City Treasurer under the provisions of applicable General Law of Massachusetts.

Section 2: In consideration of this Agreement, the Union agrees to hold the City harmless from any liability, civil or criminal, which may arise out of the implementation of this article.

Section 3: As a condition of employment, members of the bargaining unit who are not members of the Federation, shall pay an Agency Service Fee to the Massachusetts Library Staff Association, American Federation of Teachers AFL-CIO. Such fee shall be commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Department of Labor Relations. The Federation shall indemnify and hold harmless the Employer and its authorized agents from any and all costs, fees, expenses and liabilities, including its reasonable attorney's fees, incurred as a result of the foregoing provisions.

ARTICLE 41- SICK LEAVE BANK

The Employer shall continue its existing practice regarding sick leave bank policies.

ARTICLE 42 - VISION EXPENSES

The employer shall fund and manage an account to reimburse bargaining unit employees for vision related expenses. On July first of each year, the Employer shall fund the account two thousand dollars (\$2,000.00) up to the account's cap of two thousand, five hundred dollars (\$2,500.00). Bargaining unit members may submit for reimbursement up to two hundred dollars (\$200.00) per year for vision related expenses. Unit employees shall be required to submit receipts for reimbursement within six (6) months of the date of occurrence. This benefit shall be awarded on a first come first serve basis until the account has paid out its annual balance.

ARTICLE 43 -

DURATION

This Agreement shall be effective from July 1, 2014 and shall continue in full force and effect through midnight, June 30, 2018 after which date it shall terminate unless extended, in writing, be the parties hereto.

This **AGREEMENT** is signed this _____ day of _____, _____ .

For the City of Woburn:

For the Woburn Library Staff Association,
Local 4928, MLSA, AFT, AFL-CIO:

Scott D. Galvin, Mayor

Eric Blanchet, Representative

For the Woburn Public Library:

Judith Kelley, Trustee
