

AGREEMENT

between the

TOWN OF BRAINTREE

and the

BRAINTREE LIBRARY STAFF ASSOCIATION

MASSACHUSETTS LIBRARY STAFF ASSOCIATION (MLSA)

LOCAL 4928

AMERICAN FEDERATION OF TEACHERS (AFT)

AFT MASSACHUSETTS (AFL-CIO)

July 1, 2022 - June 30, 2025

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PREAMBLE

THIS AGREEMENT, entered into by the Town of Braintree, hereinafter referred to as "the Town" or "the Employer", and the Braintree Library Staff Association, Massachusetts Library Staff Association (MLSA), Local 4928, American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) hereinafter referred to as "the Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The Town and the Union recognize and declare that providing quality service for the citizens of the Town of Braintree and efficient utilization of resources are their mutual goals. The parties, pursuant to the provisions of M.G.L. c. 150E and the rules and regulations promulgated thereunder, have a statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance, and other conditions of employment. In recognition of statutory provisions to bargain in good faith, neither the Union nor the Town shall engage in unfair or factually inaccurate practices imputations of a personal or libelous nature.

ARTICLE I

RECOGNITION AND DEFINITIONS

1.01 Recognition

A. The Town of Braintree (hereinafter alternately referred to as the "Town" or the "Employer" hereby recognizes the Braintree Library Staff Association, Massachusetts Library Staff Association (MLSA), Local 4928, American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO), (hereinafter referred to as the "Union") as the exclusive bargaining agent with respect to conditions of employment for all employees of the Employer in the following units:

(1) Unit A: All full-time and regular part-time paraprofessional employees working fourteen (14) or more hours per week engaged in library services, including Principal Library Assistants, Senior Library Assistants, and Junior Library Assistants, and excluding clerical employees, custodians, managerial and confidential employees, and all other employees. Effective February 15, 2020, the Senior Library Assistant position will be eliminated and all current Senior Library Assistants who would like to be upgraded to Principal Library Assistants will receive appropriate training and management effort made to keep upgraded employees in their current departments. There will be no new probationary period; instead there will be an evaluation period.

(2) Unit B: The Circulation Librarian, the Children's Librarian, the Young Adult/Reference Librarian, the Technical Services Librarian and the Reference Librarian, excluding all other employees of the Town of Braintree.

B. Any employee or other person accepting the position of "Acting Director" will not receive the provisions of this Agreement during the time he/she is serving in that capacity. If the employee is not awarded the position of Library Director, he/she will be returned to his/her position with his/her previous salary level as well as all rights and benefits, as provided by the Collective Bargaining Agreement reinstated as if he/she were continuously employed.

1.02 Jurisdiction

During the term of this Agreement, the Town agrees not to negotiate with any other employee organization, as defined by Chapter 150E and rules and regulations promulgated thereunder for any unit member, as delineated in Units A and B.

1.03 New Positions Added

Should any new position be added to the Town after the effective date of this Agreement, the Town shall determine whether said position is included or not included within the abovementioned bargaining unit and shall notify the president of the Union of its decision within five (5) days. If the Union disagrees with the decision of the Town, it may appeal the decision within ten (10) days of receipt of same to the Massachusetts Labor Relations Commission with a request that the Commission make a determination on this matter in accordance with its rules.

1.04 Definitions

Administration: All employees of the Town who are designated by the Town to act on its behalf.

Creditable Service: All continuous service in the Town beginning on the first day of employment, and all service thereafter becomes "creditable service" provided there has not been a break of two (2) years or more in such service.

Department: Such organizational unit or units, as defined in the Recognition Clause, or that may be established from time to time by the Town or its agents.

Emergency: A circumstance or condition the existence of which was not foreseen and which, in the determination of the Administration, required immediate action.

Employee: Any employee in either bargaining unit.

Full-Time: An employee working thirty-five (35) hours per week within the classifications covered by this Agreement.

Immediate Supervisor: Any person designated by the Appointing Authority or his/her designee to administer the activities and affairs of any department and to carry out such duties as may from time to time be required by the Town or its agents.

Lay-Off: The termination of the services of member(s) of the bargaining unit through no fault or delinquency or his/her behalf, provided, however, this shall not apply to probationary employees.

Library Director: The person properly designated to administer the activities and affairs of the Library Department.

Paraprofessionals: All employees covered by Unit A.

Part-Time: An employee who works at least fourteen (14) hours per week, but less than thirty-five (35) hours per week, within the classifications covered by this Agreement. Part-time service of 14 or more hours per week shall be pro-rated in relation to the full-time work week or year.

Probationary Period: The period commencing on the first day of an employee's appointment to such a position in a bargaining unit and ending six (6) months after such date. The probationary period following promotion shall be three (3) months.

Professionals: All employees covered by Unit B.

Seniority: The relative status of each employee within the bargaining unit of which he/she is an employee, and which shall be measured by an employee's continuous full-time and part-time service in the bargaining unit of which he/she is an employee as defined under Recognition Clause. The definition of seniority and any lists generated shall all be the same – unless otherwise explicitly identified. All employees, regardless of position held, regardless of fulltime status, shall be placed on one seniority list.

Termination: The permanent severance of an employment relationship.

Union: Braintree Library Staff Association, Massachusetts Library Staff Association (MLSA), Local 4928, American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO).

Union Representatives: Any representative of the Union who has been officially so designated by the President of the Union to the Town.

Workday: A period of twenty-four (24) consecutive hours from the start of a tour of duty identical to a

calendar day.

Workweek: A calendar week, i.e., a week extending from Sunday to Saturday.

ARTICLE II

RELATIONSHIP BETWEEN THE TOWN AND THE UNION

2.01 Fair Practices

A. The Town agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, religious affiliation (if any), sex, marital status, handicap status, veteran status, family relationship, disability or sexual orientation, or by the participation in, or association with, the legal activities of the recognized employee organization.

B. As sole collective bargaining agent, the Union shall continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, religious affiliation (if any), sex, marital status, veteran status, family relationship, disability or sexual orientation, or handicap status.

C. The Union shall represent equally all persons in the collective bargaining unit without regard to membership or participation in the activities of the Union.

D. Nothing contained herein shall be construed to deny or restrict to any unit employee rights he/she may have under the General Laws of the Commonwealth of Massachusetts and its regulations or other applicable laws and regulations. The rights granted to unit employees hereunder shall be deemed to be in addition to those provided elsewhere in the Law.

E. A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation, and the Union shall notify the employer of any changes. An employee shall have the right to request that a union representative be present during any investigatory interview, under circumstances where it is reasonable to believe that discipline may result.

F. Officers and other representatives of the Union shall be permitted to transact official Union business on Town property, provided that notification of such visitation shall be given to the Library Director and further provided that care is exercised by such representative that there be no interference with the performance of duties assigned to employees. For meetings anticipated to last more than two (2) hours, the Union shall provide a two (2) week notice. The Union shall notify the Library Director within a

reasonable amount of time for grievance hearings and arbitrations. The Union shall notify the Library Director or his/her designee at least two days in advance of any official scheduled Union meeting expected to last no more than two hours.

G. The parties agree that grievances should be investigated and/or settled at the lowest possible level. A Steward shall be granted reasonable time during working hours to investigate and settle the grievance. A Steward must, however, on all occasions, obtain permission from his department head or supervisor before leaving the department for this purpose, which permission shall not unreasonably be withheld.

H. All written notices required by the agreement shall be delivered in hand, or by First Class United States mail, except in cases which relate to termination, in which instance, such notice or notices shall be delivered in hand or by certified mail, return receipt requested. All notices, when mailed, shall be addressed to the employee's residence, as reflected on the official record of the Town.

I. A Union Officer shall be granted thirty (30) minutes, with pay, to meet with new hires within ten (10) days of their first day of work to help orient them to union matters.

J. Up to a total of three (3) days per year of paid leave will be granted to the bargaining unit as a whole to allow Union members to attend Union training, state or national conventions and Union conferences. Said days may be used in half day increments. Two (2) weeks' notice will be given to the Library Director.

K. The Town will provide the Union with a seniority list of all members of each bargaining unit ordered by date of hire and no later than July 15th of each year, or at other times during the year upon request of the Union.

2.02 Bulletin Boards

The Employer shall designate a bulletin board which can be utilized by the Union for the purposes of posting Union notices. All notices so posted shall bear the signature of the President of the Union or his/her designee and shall indicate the date on which they are posted and the duration of the posting.

2.03 Working Environment

Every effort shall be made to promote a harmonious working environment and to provide prompt and efficient service at all times.

ARTICLE III
DEDUCTION OF DUES

3.01 Dues Deduction

A. Payroll deductions for membership dues of the Association shall be authorized pursuant to the applicable laws of the Commonwealth. The form authorizing the deduction of these dues is set forth in Appendix B.

B. The Union, shall, at least thirty (30) days prior to the effective date of this Agreement, give written notice to the Town of the amount of dues which are to be deducted on behalf of the Union.

C. The Union shall, at least thirty (30) days prior to the beginning of the fiscal year or within thirty (30) days of the effective date of this Agreement, written notice to the Town of the name of the Treasurer of the Union.

ARTICLE IV
PERSONNEL FILES

4.01 Personnel Files

A. The Town, through its Human Resources Department, will maintain only one (1) official Personnel File for each employee who is a member of the bargaining unit. No documents related to any grievance or arbitration filed by or on behalf of an employee in accordance with Article VI – Grievance Procedure, of this agreement shall become part of an employee’s Personnel File. All documents related to discipline or evaluation placed in an employee’s Personnel File shall not be considered a Public Record per the Massachusetts Public Records Law, as defined by M.G.L. Chapter 4, Section 7, clause 26(c); however, nothing in this section shall be construed as restricting the Town’s obligations to comply with an order of the Secretary of State, a subpoena or similar court order. The Town shall notify an employee within ten (10) days of placing in the employee’s personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee’s qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

B. Bargaining unit employees may examine his/her Personnel File after they have given a twenty-four (24) hour notice to the Human Resources Director or his/her designee, and shall upon written request be provided a copy of any documents contained therein. The review shall take place at the Human Resources

Department and during normal business hours. An employee shall have the ability to respond in writing to any negative document placed in his/her Personnel File, and such response shall remain a part of the employee's Personnel File, attached to said document, for so long as the document remains in his/her file.

ARTICLE V
MANAGEMENT RIGHTS

5.01 The Right and Responsibilities of the Town of Braintree

- A. All management's rights and functions, except those which are clearly and explicitly abridged by the specific terms of this Agreement shall remain vested exclusively within the Town of Braintree.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Town, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in the Agreement shall be deemed or construed to impair or limit the powers and duties of the Town under the laws of the Commonwealth.
- C. It is clearly understood that the matters contained in this Article are not subject to the grievance or arbitration procedures of this Agreement, except within the limitations specifically provided hereafter.

ARTICLE VI
GRIEVANCE PROCEDURE

6.01 Preamble

It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member or members of the bargaining unit and the Town. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement. The Union further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinbefore defined until it shall have first exhausted the procedures herein.

6.02 Definitions

Grievant: The employee, group of employees or the Union, as the case may be, who pursuant to the terms of this Agreement, seek resolution of a grievance.

Grievance: An allegation by a grievant that an express provision of this Agreement has been breached in its application to him/her. A grievance shall aver all the known facts on which the grievance is based, including the date when such violation is alleged to have occurred and the specific contractual provisions alleged to have been violated, and shall set forth the remedy requested.

Day: Except as otherwise provided, shall mean days on which the main library is opened.

Grievance Record: All official notices, written decisions, responses thereto and evidence submitted in accordance with the procedure outlined herein shall form the grievance record.

6.03 General Provisions

A. Any member or members of the bargaining unit having a grievance, as defined hereinbefore, shall seek its resolution only in accordance with the grievance procedure set forth in this Article.

B. Failure of a grievant or the Union to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of essence, and any failure of the grievant or the Union to comply with any of the time limits prescribed herein shall be deemed to be failure to comply with the provisions of this Article; provided, however, that the time limits may be extended in any specific instance by mutual written agreement of the parties.

C. Any member of the bargaining unit may initiate a grievance through the first three (3) steps of the grievance procedure with or without intervention of the exclusive representative or the employee organization representing him/her, provided that the exclusive representative shall be afforded the opportunity to be present at any conferences/hearing held. In addition, any adjustments made shall not be inconsistent with the terms of this Agreement.

D. If any member or members of the bargaining unit shall initiate in any administrative form other than the State Labor Relations Commission or in any judicial forum any proceeding that relates to a grievance currently pending under this Article which has been initiated by the

same person(s), proceeding under this Article shall terminate immediately and the procedures outlined herein will be inapplicable.

- E. The grievant shall be afforded the opportunity to be heard at each step of this procedure.
- F. No reprisals of any kind shall be taken by either party to this Agreement against any unit member initiating or participating in a grievance, nor against any management representative.
- G. The Town and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E of the General Laws or any other applicable laws.
- H. A grievance may be filed at the level at which the action or inaction being grieved occurred.
- I. A grievance may be withdrawn at any level without prejudice.
- J. At any step in this procedure the rules of evidence shall not apply; except it shall be within the hearing officer or arbitrator's authority to determine the relevance and admissibility of evidence.

6.04 Adjustments of Grievance

A. Informal - Immediate Supervisor

The grievant shall notify his/her immediate supervisor of the potential for a grievance and request to meet with his/her immediate supervisor in order to resolve the problem. The immediate supervisor shall meet with the grievant within two (2) days and attempt to resolve the grievance. The immediate supervisor shall respond within three (3) days of his/her meeting with the employee.

B. Step I – Library Director

If the grievant/grievants elect(s) to proceed to this step, then within three (3) days after the expiration of the period, as hereinbefore provided, he/she/they shall file a complaint in writing to the Library Director. The Library Director and the grievant shall meet or arrange to meet to resolve the dispute within three (3) days of the notification. The Library Director shall reply in writing seven (7) days after the meeting. Any grievance which is not filed at Step 1 within ten (10) days after the event(s) allegedly giving rise to the grievance shall be deemed to have been waived and shall not be processed under this Article.

C. Step II – Human Resources Director

If the grievance is not resolved to the satisfaction of the grievant, the grievant shall send a notice of his/her appeal to the Human Resources Director within seven (7) days of his/her receipt of the decision at Step I. The Human Resources Director or his/her designee shall meet or arrange to meet with the grievant(s) for review of the grievance within ten (10) days of notification. He/she shall issue a written reply to the employees and/or the Union within fourteen (14) days from the meeting date.

D. Step III -- Arbitration

Within thirty (30) days after receipt of the decision of the Human Resources Director or his/her designee, or upon the failure of the Human Resources Director or his/her designee to render a decision within the time specified, arbitration of a grievance may be initiated in accordance with the following procedure:

- (1) The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit, then such member or members shall be bound in all respects by the decision of the arbitrator (see section 4 following) to the same extent as the Human Resources Director and the Union.
- (2) The Union may initiate arbitration of a grievance only if submission of the grievance to arbitrate has been duly authorized by the Union and so certified by the President of the Union.
- (3) The Union shall initiate arbitration by filing a demand with the American Arbitration within the thirty (30) day period set forth in Paragraph D, and simultaneously mailing a copy to the Town.
- (4) Anything to the contrary in the foregoing notwithstanding, the parties shall have the right, upon mutually agreeing so to do, to waive their rights to a hearing and to submit to the Arbitrator, (in lieu of such hearing) written briefs, provided, however, that nothing herein contained shall be deemed to deprive the parties of any right they may have to submit briefs or any other written arguments pursuant to any hearing that may be required to be held pursuant to those rules.

E. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the Arbitrator shall have no authority to:

- (1) arbitrate such portion of any grievance which is removed from the jurisdiction of the Arbitrator by the express terms of this Agreement; or
- (2) add to, alter or amend the specific terms of this Agreement.

F. Decision of the Arbitrator

Within thirty (30) days after the conclusion(s) of a hearing or within thirty (30) days after the date on which briefs shall have been submitted to the Arbitrator in lieu of such hearing, the Arbitrator shall determine:

- (1) Whether the Union and, where a member or members of the bargaining unit sought resolution of a grievance through the first three (3) steps of this Article, such member or members of the bargaining unit have complied with the grievance procedure, as set forth in this Article;
- (2) Whether the grievance alleges a breach of an express term of the contract;
- (3) Whether the Arbitrator has jurisdiction to arbitrate; and
- (4) Whether all express provision of this Agreement has been violated in its application to the grievant. The Arbitrator shall render his decision in writing, shall state the reasons therefore and shall promptly provide copies of his decision to the parties to the arbitration proceeding.

G. In all arbitration proceedings, fees and expenses of the arbitration shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the Town, unless costs are incurred due to an untimely cancellation request by either party. In that circumstance, the party requesting the cancellation shall be responsible for any associated costs. In the event that the parties mutually agree to cancellation, and all costs are incurred, the parties shall each pay an equal share of the costs.

ARTICLE VII
PROBATIONARY PERIODS

7.01 Appointment and Reappointment

A. Every employee hired to fill a position in the bargaining units A and B shall serve as a probationary employee for a period of six (6) months from the date on which he/she have first commenced his/her duties as an employee, however, that whenever any such employee shall, without break-in service, have performed on a part-time basis, the job whose specifications are the same as those of the position being so filled, such part-time service shall be credited toward fulfillment of the probationary requirement in such pro-rated amount as such part-time service bears to full-time service. In the case of any part-time employee who is on probationary status, every evaluation required to be conducted pursuant to the provisions of this Article shall be conducted at such times as correspond on such pro-rated basis as is described above, to the times otherwise provided for such evaluations.

B. At the completion of the first three (3) months of such probationary period, each probationary employee shall be evaluated by his/her immediate supervisor. Such evaluation shall be recorded in writing by the immediate supervisor. The immediate supervisor shall also indicate at the appropriate place on such form his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluation within seven (7) days of such receipt, be entitled to meet with immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Appointing Authority or his/her designee.

C. Within one (1) month prior to the completion of his/her six (6) month probationary service, each probationary employee shall again be evaluated by his/her immediate supervisor. The evaluation shall be recorded in writing to the immediate supervisor. The immediate supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluation and shall, upon written request submitted within seven (7) days of such receipt, be entitled to meet with the said supervisor to discuss the evaluation and recommendation prior to their transmittal to the Appointing Authority or his/her designee.

D. Every employee who is promoted within the bargaining unit of which he/she is a member shall serve as a probationary employee for a period of three (3) months from the date on which he/she shall have first commenced his/her duties as an employee in the position to which he/she shall have been promoted; provided, however, that nothing herein contained shall be deemed to shorten any probationary period otherwise in force pursuant to the provisions of the foregoing section.

E. Not later than one (1) month prior to the completion of the three (3) month probationary service of an employee so promoted, the employee shall be evaluated by his/her immediate supervisor. The work performance of the employee during his/her probationary service shall form the basis for such evaluation. The evaluation shall be recorded in writing by the immediate supervisor. The immediate supervisor shall also indicate at the appropriate place on such form his/her recommendation for the retention of such employee in said position. Such employee shall receive a written copy of the immediate supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of such receipt, be entitled to meet with the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Appointing Authority.

F. Any other provision of this Agreement to the contrary notwithstanding, a probationary employee may be terminated at any time prior to the expiration of his/her probationary service at the sole discretion of the Appointing Authority.

G. Customarily, an employee in Unit A who resigns shall give a minimum of two (2) weeks' notice to the Town.

H. Customarily, employees of Unit B who resign shall give a minimum of four (4) weeks' notice to the Town.

ARTICLE VIII

JOB POSTING AND BIDDING

8.01 Job Posting and Bidding

A. Whenever a vacancy occurs within the Department, a notice of vacancy shall be posted within the bargaining unit and for a period of not less than seven (7) working days and shall be set forth on the form attached hereto as Appendix D. A notice of vacancy shall include a job description, salary range for the position, closing time of application, and all necessary qualifications for said position. The notice shall also be emailed to the Union President or his/her designee in a timely

manner to an e-mail address provided to the employer. If after seven (7) working days no qualified candidates have applied for the vacancy the employer may then post the vacancy outside the bargaining unit.

B. Furthermore, the vacancy must conform to the official job description.

C. An employee seeking to be considered for said vacancy shall submit a regular application in accordance with the procedures and within the time limits prescribed in said notice. The pool of candidates for such position(s) shall include every employee and every other person who shall have applied for said position in accordance with the terms of said notice.

8.02 Selection of a Candidate for the Vacant Position

A. In reviewing each candidate for the vacant position, the Department Head shall consider the following factors:

- (1) Ability to perform work;
- (2) Previous work performance in the Town and in previous employment;
- (3) Prior work experience in the Town and/or any previous employment; and
- (4) Education and/or training related to the duties and responsibilities of the position; including license and academic degree requirements if applicable.

B. Vacancies as defined above will be filled by the senior unit member when such unit member, in the opinion of the Department Head, possesses the necessary training experience and successful prior work performance to carryout successfully the duties and responsibilities of the position. In making such determination the Department Head must consider the above mentioned factors.

C. Whenever a unit member is promoted to a different position he/she shall serve a probationary period of three (3) months. At the completion of two (2) months of continuous service in said position the employee will be evaluated by the appropriate supervisor and notified whether he/she will be retained in the position beyond the three (3) months.

ARTICLE IX
HOURS OF WORK

9.01 Hours of Work

To the extent practicable, each employee in the bargaining unit shall be scheduled for five (5) tours of duty in one (1) work week; provided, however, that professional, paraprofessional and part-time employees may be scheduled for more than, or fewer than, five (5) such tours of duty. Each unit member shall be given official notification of his/her work day hours. Whenever possible, the meal period shall be scheduled at the middle of the shift. Full-time employees shall normally work the standard thirty-five (35) hour work week.

9.02 Rest Periods

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1 /2) shift to the extent this is practicable. Employees who work an evening schedule of three hours or more will be entitled to this privilege. Employee shall be allowed to leave the building for a rest period. It is understood and agreed that this Section does not prevent an employee working a full seven or eight-hour shift from taking his or her second rest period after the supper break, even if the supper break is less than three hours from closing. This is not intended to give rise to entitlements beyond those specifically set forth herein.

9.03 Work Schedule Change Notice

The administration shall provide an employee within seven (7) days a written notice when an employee's normally scheduled work week is changed unless an emergency situation develops which, in the determination of the Administration, warrants a scheduling change. This procedure should not be used for the purpose of avoiding the payment of overtime. Such notice may be directly communicated to any employee by mail or otherwise; provided, however, that the posting by Administration of a work schedule for employees seven (7) days prior to the beginning of the work week shall constitute appropriate written notice under these procedures. Employees who wish to request a change in their work schedule shall submit written requests for such schedule changes not less than seven (7) days in advance, except for emergencies.

9.04 Performance of Overtime Work

- A.** Employees may be required by the Library Director to work more than a standard thirty-five (35) hour work week when, in the Director's judgement, the needs of the Library necessitate the additional hours of work. Effective January 1, 1994, the standard work week shall be thirty-five hours.
- B.** Employees who work overtime shall be paid at straight time for all hours up to forty (40) in a work week and at the rate of time and one half (1½) for all hours in excess of forty (40) in a work week.
- C.** Compensatory time off in lieu of overtime/monetary compensation shall be at the discretion of the employee and subject to the approval of the Director.
- D.** Full-time employees in Unit B are not eligible for overtime pay. Earned compensatory time off, in lieu of overtime compensation, shall be credited as time and one-half (1 ½) per overtime hour worked. Compensatory time off shall be scheduled at least one week in advance of its intended use and subject to the approval of the Director.
- E.** Compensatory time is to be used within a year of being accrued.

9.05 Scheduling Overtime Work

- A.** The administration will make reasonable effort to distribute overtime work equitably amongst employees. Any extra hours offered to employees or called in for extra hours will be distributed on a rotating basis starting with the most senior. Seniority is based on time in BLSA and not pro-rated for number of hours worked. Phone calls not returned in fifteen (15) minutes counts as a refusal. Employees starting during the year would be added to the call-in list by 1) overall seniority (i.e. least seniority) and 2) current round seniority (i.e. least seniority).
- B.** List resets every January 1st. In rare and unusual circumstances, the Employer may circumvent the seniority list when asking bargaining unit members to do extra hours when that individual is at the end of his/her shift. Such overtime work shall be assigned to those unit members who are normally scheduled to perform the work unless in the determination of the Director of the Library or his/her designee, emergency conditions or unusual circumstances require that the overtime be scheduled in a different manner.
- C.** The Director of Library or his/her designee may excuse an employee from overtime upon the presentation of acceptable reasons.

9.06 Meal Periods

All employees shall be granted a meal period during their regular shift which shall not exceed one (1) hours in duration. Whenever possible, the meal period shall be at the middle of the shift.

9.07 Travel Periods

An employee shall be compensated for expenses incurred for travel that is required in the discharge of such employee's prescribed duties and that is authorized as such by the Library Director, or his/her designee. An employee shall also be compensated for mileage at the current rate set by the Internal Revenue Service (IRS) for business travel whenever an employee uses his/her personal vehicle for travel related to an employee's discharge of duties, provided such travel has been approved in advance by the Library Director, or his/her designee.

9.08 Emergency Weather

A. The normal business hours of Town Hall are Monday, Wednesday and Thursday from 8:30 AM to 4:30 PM; Tuesdays from 8:30 AM to 7:00 PM and Fridays from 8:30 AM to 1:00 PM. When Town Hall is closed, has a delayed opening or an early release due to weather conditions, the Library shall also be closed or have a corresponding delayed opening or a corresponding early release during the hours impacted due to weather. For example, if Town Hall's opening is delayed until 10 am due to inclement weather, the Library will not open until 10 AM. Outside of the normal business days and hours of Town Hall, the Library Director or his/her designee shall determine when the Library shall be closed due to weather conditions. On a day when Town Hall is closed, has a delayed opening or an early release due to weather conditions, and Library hours are impacted, the Town will notify the Library Director or his/her designee without delay, and the Library Director or his/her designee will relay this notification to the Library staff without delay.

B. If any physical condition exists which the Library Director or his/her designee determines may jeopardize the safety of employees, the Library Director may close the Library.

C. When the Library is closed as a result of Town Hall's closing or as determined by the Library Director or his/her designee, any employee scheduled to work shall be paid for all hours scheduled. If the Library is closed for all or a portion of a day when an employee was scheduled in advance to take a personal, sick, or vacation day, the employee shall not be charged for the portion of the day that the Library is closed.

D. If the Library is open on a day when weather may be inclement or when a physical condition not giving rise to closure may exist, any employee who is scheduled to work but elects not to report to work for all or a portion of the day shall be charged with, in employee's sole discretion, a vacation day, personal day, or use accrued compensatory time for an entire day or any portion of the day not worked. For purposes of this section only, the requirement of having to provide the Library Director with prior notice of taking a vacation day shall be waived. For purposes of this section only, vacation shall be allowed to be taken in ¼ day increment rather than the usual ½ day increment.

9.09 Requests for Time Off.

All requests for time off using leave granted under this collective bargaining agreement shall be subject to the operational needs of the Library as determined by the Library Director or his/her designee, however such requests shall not be unreasonably denied.

ARTICLE X
JUST CAUSE/PROGRESSIVE DISCIPLINE

10.01 Just Cause

No member of the bargaining unit shall be disciplined, suspended, reduced in rank or compensation, reprimanded, or otherwise disciplined except for just cause. Unless otherwise designated, the Director of the Library, or his/her designee, shall have the sole authority to determine what, if any disciplinary action shall be taken.

10.02 Progressive Discipline

A. When an employee is to be disciplined, the employer will apply progressive discipline according to the following formula:

- (1) Verbal Warning
- (2) Written Reprimand
- (3) Suspension
- (4) Termination

B. However, the Town may choose not to follow the above formula where an employee's conduct is so egregious that doing so would be deemed unreasonable.

ARTICLE XI

NO STRIKE OR LOCK OUT PLEDGE

- 11.01** The town will not lock out its employees or any group of its employees for any cause during the terms of this Agreement.
- 11.02** No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.
- 11.03** Nothing contained in this Article shall be deemed to waive, impair, or restrict the right of the Town to seek or pursue a remedy at law or equity provided by the laws of the Commonwealth.

ARTICLE XII

AFFIRMATIVE ACTION PROGRAMS AND POLICIES

- 12.01** The Town and the Union reaffirm their recognition of the need to significantly and measurably improve all aspects of employment for minorities, females, veterans and the elderly, as well as for those who are economically, educationally, physically or mentally disadvantaged. Accordingly, the Town and the Union agreed that every feasible means will be pursued to assure equality of opportunity in all aspect and employment including matters of recruitment, selection and placement, wages, training and promotion, and other terms and conditions of employment, without regard to consideration of handicap status, race or color, sex, age, religious creed, veteran status, disability, sexual orientation, or national origin.
- 12.02** The Town and the Union further agree to implement any Affirmative Action Programs and Polices adopted by the Town and in effect during the term of this Agreement, after the parties have negotiated the provisions of such policies.

ARTICLE XIII

VACATIONS

- 13.01** Vacations under this contract shall continue to be on a calendar year basis.
- 13.02** All employees shall be credited with vacation on the first working day of the first full month following

employment in the Town and will thereafter accumulate as set forth in 13.03.

13.03 Accrual of Vacation Credits

A. Effective January 1, 2014, on January 1 of each year, employees shall be credited with their annual allotment of vacation time, with the exception of newly hired employees, whose vacation time in their first year of employment shall be pro-rated based on his/her date of hire and the number of months remaining in the calendar year. Further, newly hired employees shall not be permitted to take any vacation time until satisfactory completion of their probationary period.

Length of Employment	Vacation Days
0 - 48 Months	10
48 - 60 Months	15
60 - 84 Months	17
84 - 108 Months	19
108 - 180 Months	20
180 - 192 Months	21
192 - 204 Months	22
204 - 216 Months	23
216 - 228 Months	24
228+ Months	25

B. In the year in which an employee retires or resigns, the employee’s vacation allotment for that year shall be pro-rated based on their date of retirement or resignation and the time remaining in that final year of employment. For Example:

(1) If an employee retires or resigns between January 1st and March 31st, the employee shall be credited with twenty-five percent (25%) of his/her annual allotment of vacation days for the year of retirement or resignation.

(2) If an employee retires or resigns between October 1st and December 31st, the employee shall be credited with one-hundred percent (100%) of his/her annual allotment of vacation days for the year of retirement or resignation.

C. In the event that an employee retires or resigns and has used more vacation time for that year than the above schedule allows, the excess vacation time shall be paid back to the Town by deducting the excess amount from any other amounts payable to that employee upon resignation or retirement, including, but not limited to compensation time, sick leave conversion, longevity or the employee’s final paycheck.

- D.** Any bargaining unit employee on less than full-time service may be granted that proportion of the vacation allowance which his/her services bears to full-time service.
- E.** For determining vacation status "creditable service" only shall be used.
- F.** If an employee is on industrial accident leave and has available vacation credits which have not been used and who because of the prohibition against carry-over of vacation credits would lose such vacation credits, the Director of the Library or his/her designee shall convert such vacation credits to sick leave credits on the December 31st of the year if such vacation credits would be lost if not taken.
- G.** No unit member may accumulate more than a total of two (2) years of his/her maximum allowance of vacation credits or forty (40) vacation days, whichever is lesser. Any vacation credits earned in excess of said maximum and not taken, may be converted to sick leave credits pursuant to the provisions of Section 13.04 of this Article.
- H.** No employee may accumulate more than a total of forty (40) vacation days nor take more than thirty (30) days' accumulated vacation in any one year, except in the retirement year when all accumulated vacation leave may be taken.
- I.** Vacation leave shall be taken in accordance with a schedule that shall be established and approved by the Library Director or his/her designee. Vacation leave shall be charged in minimum increments of one half (1/2) day.
- J.** Persons who are eligible for vacation under these rules whose services are terminated by lay-off, through no fault or delinquency of their own, by retirement, or by entrance into the defense forces, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to such lay-off, retirement, or entrance into the defense forces which had not been granted and, in addition, that portion of the vacation allowance earned in the fiscal year during which such lay-off, retirement, or entrance into the defense forces occurred, up to the time of separation; provided, that no monetary or other allowance had already been made therefor.
- K.** The Town may, upon request of the representative of a deceased person, authorize the payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:
- (1) To the survived beneficiary or beneficiaries, if any, lawfully designated by the person

under the state employees' retirement system.

(2) If there be no designated beneficiary, to the estate of the deceased.

L. Employees who have been prevented from taking a vacation by request of the Library Director may receive pay in lieu of vacation.

13.04 Scheduling of Vacations

A. Vacation shall be scheduled at such times during the calendar year as will best serve the needs of the Town and the public interest, and as may be agreed between the employee and the Library Director.

B. The Director of the Library or his/her designee should give preferences to employees on the basis of years of service in the Town when practicable during the vacation year to which such scheduling applies.

C. By the first of every month, bargaining unit members shall apply for vacation requests to be used within one year of such request. Seniority shall apply. Any requests made later in the year shall be subject to availability. Vacation requests made outside of these vacation requests periods and resubmission of requests shall be acted upon within a reasonable amount of time. Those with prior vacation approval shall not be affected by those with more seniority whose requests come later. All vacation requests shall be submitted, acted upon and responded to in writing.

D. The Director of the Library shall ensure that vacation allowance is scheduled in such succeeding year in order that the employee may not lose vacation credits; provide, however, that vacation credits not so scheduled or taken may be converted to sick leave credits, but only as is herein before provided; and provided further that any vacation allowance so scheduled but not taken shall cease to be credited.

13.05 Extraordinary Application of Vacation Credits

A. Absence on Account of Sickness. Absence on account of sickness in excess of that authorized under the rules therefore or for personal reasons not provided for under sick leave rules may be charged to vacation leave.

B. Employees dismissed for cause shall only receive vacation pay for unused accrued vacation time from the prior calendar year.

13.06 Miscellaneous Provisions

Vacation credits shall accrue to a person while on leave with pay status or on Industrial Accident Leave. Vacation leave credits earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

ARTICLE XIV

HEALTH AND LIFE INSURANCE COVERAGE

14.01 Health and Life Insurance Coverage

The Town agrees to maintain in effect not less than the present level of hospital, medical and life insurance benefits. The Town further agrees to pay not less than the present percentage portion of this premium. To the extent the Employees are entitled to be represented on an Advisory Committee, their rights shall be protected.

14.02 Health Insurance Option 2

A. Effective February 1, 2010, the Union agrees to adopt so-called Health Insurance Option 2, with the increased co-pay schedule as presented by the Town, a copy of which is attached hereto as Appendix C. The co-pay schedule shall not be altered in FY11. Effective July 1, 2011, all prescription tiers, office visit and specialist visit co-pays will be increased by \$5 each.

B. The Union agrees to comply with the Agreement between the Town of Braintree and the Public Employees Committee effective July 1, 2016 through June 30, 2019. The Agreement is attached as Appendix C. Members covered by the Harvard Pilgrim Health Care Plan will not see a rate increase for FY 2024 (July 1, 2023, through June 30, 2024), to be reflected in payments from June 1, 2023 through May 31, 2024.

C. The parties also agree that, effective February 1, 2010, no Union member shall be permitted to enroll in or transfer to the Blue Cross/Blue Shield Master Medical plan. Any Union members enrolled in the Blue Cross/Blue Shield Master Medical plan as of February 1, 2010 shall be allowed to continue with this coverage.

14.03 Eyeglass Reimbursement

Bargaining unit employees may be reimbursed up to one hundred seventy-five dollars (\$175.00) for vision/eyewear expenses (to include contact lenses) incurred every two (2) years.

ARTICLE XV
AUTHORIZED LEAVES WITH PAY

15.01 Sick Leave

A. Employees shall be entitled to fifteen (15) working days sick leave with pay for each year of continuous service. Sick leave credit will begin on the first working day of the first full month following employment in the Town and will accumulate thereafter at the rate of one and one quarter (1¼) days for each full month of employment. Employees having an aggregate of more than one day of leave without pay and or absence without pay in any calendar month shall have their sick leave pro-rated for the number of days worked in the month. With the exception of any unpaid leave granted under the Family Medical Leave Act (FMLA), there shall be no accrual of sick leave benefits while an employee is on unpaid leave. A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.

B. In February of each year, the Director of the Library shall inform each unit member of the number of sick days and vacation leave which shall have accumulated by that date, if any.

C. Sick leave not used by the employee in any year may be accumulated by such employee up to a maximum of one hundred and fifty (150) days for all employees hired after May 1, 2003. Employees hired prior to May 1, 2003 may accumulate up to a maximum of one hundred eighty (180) sick days. Effective July 1, 2013, each fiscal year, bargaining unit employees may voluntarily elect to convert sick days into vacation days at the rate of 3:1 with a maximum of five (5) additional vacation days. Such election shall be made in writing. Employees shall not be entitled to a leave of absence with pay on account of sickness in excess of accumulated sick leave. Leave of absence without pay may be granted on account of sickness to an employee whose accumulated sick leave has been exhausted, upon written application of the employee to the Human Resources Director or his/her designee.

D. Sick leave shall be granted to an employee only under the following conditions:

(1) When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;

(2) When the spouse, significant other living in the immediate household, child, or parent of either the employee or the employee's spouse, or a relative living in the immediate household of an employee is seriously ill, the employee may utilize accumulate sick leave days up to a maximum of seven (7) days in a single calendar year; and

(3) When through exposure to contagious disease, the presence of the employee at his work location would jeopardize the health of others.

(4) Sick leave may be taken in hourly increments.

E. Sick leave shall be granted by the Library Director or his/her designee; but, if granted, the provision of the above mentioned paragraph must be followed.

F. Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Director of the Library be applied to absence without pay.

G. Where the Library Director has reason to believe based upon the employee's attendance record that sick leave is being abused, the Library Director may require the submission of satisfactory medical evidence. The Director will require submission of a doctor's certificate for absences in excess of five (5) consecutive days per calendar year or six (6) single days per calendar year. Failure to produce such evidence may result in denial of sick leave pay for the period of absence at the discretion of the Library Director. In cases of extended absences the suspected absence patterns allegedly due to illnesses, the Library Director shall have the right, without the exercise of such right being made the subject of a grievance, to have the employee examined or reexamined by a town- designated doctor for the purpose of verifying the illness.

H. If and when a unit member has sick leave credits available and is injured while in the performance of his/her duty, and such injury could result in a potential claim under Chapter 152 of the General laws, Workmen's compensation, he/she shall be paid his/her sick leave up to the extent of his/her individual credits until adjustments due him/her because of the effects of these provisions shall be made thereafter.

I. Upon retirement for superannuation, ordinary disability or job-related disability in accordance with the provisions of Chapter 30 of the General Laws, resignation, or death, employees shall be entitled to a twenty-five (25%) percent conversion of accumulated sick leave days up to a maximum of twenty-five (25%) percent of their annual salary at the time of conversion.

15.02 Bereavement Leave

- A.** Up to five (5) consecutive workdays leave with pay may be allowed for making arrangements and attending the funeral upon the death of a spouse, significant other living in the household, parent or stepparent of the employee and the child or stepchild of the employee.
- B.** Up to three (3) consecutive workdays leave with pay may be allowed for making arrangements and attending the funeral upon the death of an immediate member of the family.
- C.** Immediate member of the family shall be construed to mean legal guardian, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, brother, sister, aunt, uncle, nephew, or niece of the employee or spouse, permanent member of the household, next of kin, or other person for whom an employee has sole responsibility for handling funeral and estate arrangements.
- D.** An employee shall not be required to take funeral leave immediately after the death of the person, referred to in the above paragraph, but may request such leave to be granted commensurate with the funeral and necessary arrangements.
- E.** For bereavement leave, part time employees shall be entitled to the same number of days off as full-time employees, but those days off shall be taken on consecutive calendar days the library is open. Said employee shall be paid his/her normal rate for any days he/she was scheduled during that period.

15.03 Military Leave

Every employee shall be entitled, during the term of his/her service in the armed forces of the Commonwealth, under General Laws, or during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration and shall also be entitled to all leaves of absence provided in this Agreement.

15.04 Court Leave

- A.** Employees who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Director of the Library or his/her designee upon receipt of summons.
- B.** If jury fees received by a unit member amount to more than his/her regular rate of compensation, he/she may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of service to the Board of its designee, and shall be deemed to be on

leave of absence with pay. If the jury fees amount to less than the unit member's regular rate of compensation, he/she shall turn said fees over to the Town or its designee with a court certificate or service.

C. Employees who are summonsed to appear as witnesses on behalf of any town, city, county, state, or federal government shall be granted court leave; provided however, that if any employee is summonsed to appear as a witness because of the duties of an additional position whether on part time or not with a city, town, county, or federal government or otherwise, he/she shall not be granted court leave with pay. Notice of service shall be filed with the Director of the Library or his/her designee upon receipt of summons.

D. Witness fees and all other fees except jury fees received for service during office hours shall be paid to the Library Director or his/her designee. Whenever a unit member is called for jury duty or summonsed to appear as a witness and such jury duty or appearance occurs during his/her vacation, there will be no necessity to account for any fees received during such period.

E. Expenses (for travel, meals, room hire, etc.) paid to the employee shall be retained by him/her and shall not be considered as part of the witness fees.

F. When an employee has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall not be required to report back to his/her official place of duty on that day.

G. Court leave shall affect no employment rights.

H. Court leave shall not be granted when an employee is the defendant or is engaged in personal litigation.

15.05 Voting

Leave of absence with pay, not to exceed two (2) hours, shall be granted to any employee, if he/she makes application therefore, to permit him/her to vote in the voting precinct, ward, or town in which he/she is entitled to vote, provided that the hour of opening and the hour of closing of the polls at such voting place would preclude him/her regular working hours of employment and his/her traveling to or from the polls.

15.06 Donating Blood

Bargaining unit employees shall be released from duty without loss of pay for up to three (3) hours to donate blood.

15.07 Personal Days

Three (3) personal days per year shall be granted to each employee by the Library Director or his/her designee to attend to personal business under the following conditions:

- A. The employee shall notify the Library Director or his/her designee sufficiently in advance so that the operations of the Library shall not be affected.
- B. The personal day may not be used as an extension of a sick leave or vacation leave, but it may be used as an extension of bereavement leave. Personal leave is not to be unreasonably denied.
- C. Personal leave may be taken in hourly increments. Personal leave for part-time employees shall be prorated in the same manner as Sick Leave and Vacation Leave.

15.08 Small Necessities Leave Act (SNLA)

An employee who meets the statutory requirements to qualify for leave under the Small Necessities Leave Act (SNLA) is eligible for unpaid leave for the purposes allowed under M.G.L. c. 149, § 52D upon verification that the leave qualifies under the SNLA. An eligible employee may elect to take leave in increments of no less than one (1) hour. Employees shall substitute any of his/her accrued paid vacation leave, personal leave or sick leave for any of the leave provided under the SNLA.

15.09 Domestic Violence Leave Act (DVLA)

An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) is eligible for unpaid leave for the purposes allowed under M.G.L. c. 149, § 52E upon verification that the leave qualifies under the laws. Accumulated Paid Leave may be substituted for unpaid leave granted under this statute.

ARTICLE XVI
UNAUTHORIZED ABSENCE

16.01 Unauthorized Absence

A. Unauthorized absence shall mean an absence from work for a period of more than five (5) days for which no notice has been given to the Library Director by the employee or a person authorized to do so, and which may not be charged to vacation or sick leave, or for which no leave has been granted pursuant to any other provision of this contract. After five (5) days of unauthorized absence, the Appointing Authority or Library Director may send a statement to the employee informing him/her that:

(1) he/she is considered to have permanently and voluntarily separated himself/herself from the employ of the Town; and

(2) he/she may within five (5) days of the receipt of the statement request a hearing before the Appointing Authority.

B. The Appointing Authority may restore such person to the position formerly occupied by him/her or may grant leave pursuant to the terms of this contract.

ARTICLE XVII
HOLIDAYS

17.01 Holidays

A. The following days shall be holidays for bargaining unit members:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Saturday After Thanksgiving
Christmas Day

B. At a minimum, the library will be closed on the Saturday before Labor Day.

17.02 Compensation for Working a Holiday

An employee who works on a holiday shall be granted a compensatory day off with pay within the next succeeding, one hundred sixty (160) day period. If a compensatory day off is not granted within the one hundred sixty (160) day period, the employee shall receive additional pay at his/her regular hourly rate for all hours worked, or any portion thereof, on the holiday. If the Library is closed on a Friday in observance of a Holiday, and the Library is open on the immediately following Saturday, the employees who work on that Saturday will get a compensatory day for the hours worked.

17.03 Exceptions

- A.** An employee, not scheduled to work on a holiday, shall not suffer a loss of pay for each such holiday unless he/she is on leave without pay or absence without pay on any part of a scheduled workday immediately preceding the holiday, or any part of a scheduled workday immediately following the holiday.
- B.** An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

ARTICLE XVIII
LONGEVITY

18.01 Longevity

A. An employee covered by this Agreement with the requisite years of continuous service in the Library, who is employed on and after December 1st of each year shall be entitled to and shall receive, in addition to compensation to which he/she may be entitled in accordance with the salary schedule contained herein and annual amount of:

Effective 7/1/2013	
YEARS OF SERVICE	AMOUNT
10 YEARS	\$350.00
15 YEARS	\$450.00
20 YEARS	\$750.00
25 YEARS	\$1,000.00
Effective 7/1/2023	
YEARS OF SERVICE	AMOUNT
10 YEARS	\$500.00
15 YEARS	\$750.00
20 YEARS	\$1,150.00
25 YEARS	\$1,350.00
30 YEARS	\$1,600.00

- B.** Payment is to be made in increments each year after having completed eleven (11) years of service.
- C.** Employees eligible for longevity will receive payment on or about the second week of December each year.
- D.** Any part-time employee covered by the provisions of this agreement will be granted that proportion of longevity allowance such as his/her service bears to full time service.
- E.** Longevity pay will be pro-rated for employees who die or retire while employed. A longevity pay of deceased employees shall be paid to their beneficiaries or estates.

ARTICLE XIX

UNPAID LEAVES OF ABSENCE

19.01 Parental Leave

- A.** Any full-time bargaining unit employee who has completed the applicable probationary period, or completed three (3) months of service, whichever is less, who has given notice of at least two (2) weeks prior to her/his anticipated date of departure, who has given notice of her/his intention to return, shall be granted parental leave for a period not exceeding forty (40) days. Bargaining unit employees may use accrued sick time while on parental leave, otherwise such leave shall be without pay for such period.
- B.** Any employee taking parental leave, upon her/his return to work, will be restored to her/his previous position, with the same status, pay and seniority; provided however, that if other employees at equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting

employment during the period of such parental leave, she/he shall be extended the same rights and benefits, if any, as were extended to employees of equal length of service in the same or similar positions.

C. Notwithstanding any other provision of this Agreement to the contrary, the parental leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she/he was eligible at the time of her/his leave. The period of any unpaid parental leave shall not be included in any computation of such benefits, rights, or advantages. Parental Leave granted under this section shall run concurrent with any leave granted under FMLA, where applicable.

19.02 Family Leave

A. Upon written application to the Director of the Library, including a statement of reasons, any full-time unit member who has been employed at least one (1) year and who has given notice at least two (2) months prior to his/her anticipated date of departure, except in case of emergency, may be granted family leave from such employment for a period not exceeding twelve (12) months. Such leave shall be without pay for such period; provided however, that the six (6) months' notice may be waived at the sole discretion of the Director of the Library because of exceptional circumstances. The purposes of such unpaid leave may include, but shall not be limited to:

(1) The need to care for, or make arrangement for the care of a minor dependent child of the unit member, whether or not such child is the natural, adopted, or stepchild of such unit member or spouse.

(2) To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted or stepchild of such unit member.

(3) To discharge any other responsibilities or duties in his/her capacity as a family member for personally compelling reasons, or family related emergencies.

B. Any employee taking such family leave, upon his/her return to work, will be restored to his/ her previous position or a similar position, with the same status, pay and seniority; provided however, that if other employees at equal length of service, credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such family leave, he/she shall be

extended the same rights and benefits, if any, as are extended to employees of equal length of service in the same or similar positions.

C. An employee on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such employee shall regain his/her right to sick leave.

19.03 Educational and Personal Improvement Leave

Upon application of an employee who has completed three (3) years of full-time service with the Town and a recommendation by the Director of the Library, the Town or its designee may grant to such employee leave without pay for up to two (2) years for personal improvement as provided for herein. The purposes for which an employee may submit his/her application for such unpaid leave may include, but shall not be limited to:

- (1) Advanced study for the purposes of professional growth. The program of study must relate directly to the employee's job.
- (2) Participation in a program related to his/her responsibilities at the institution.

19.04 Miscellaneous Provisions

A. Any employee granted an unpaid leave of absence shall retain those benefits accrued during the period of his/her leave which are permitted by statute and the policies of the Town: provided however, that if employees at equal length of service, credit and status on the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, he/she shall be extended the same rights and benefits, if any, as are extended to employees of equal length of service in the same or similar positions.

B. Any employee requesting the continuation of said leave for a second year shall notify the administration six (6) months prior to the expiration of said leave.

C. Whenever the Director or his/her designee assigns, in writing, an employee to attend a job-related course or seminar, the employee will receive time off during his/her tour of duty to attend said course or seminar without loss of pay.

ARTICLE XX

LAYOFF AND RECALL PROCEDURES

20.01 The parties recognize and understand that lay-off may occur during the term of this Agreement resulting through no fault or delinquency on his/her behalf. The provisions of this Article shall exclusively govern the termination of services of employees through no fault or delinquency on his/her behalf.

20.02 Consultation

Before the Administration makes any decision concerning the layoff of any employee(s) at his/her institution, he/she will notify the president of the union of the possibility of layoff of member(s) of the bargaining unit.

20.03 Order of Layoff

A. In determining whether there is a need to layoff employees under this Agreement, the judgment of the Director of the Library or his/her designee shall be final. If the Director determines that a layoff is necessary, selection for layoff shall be made in the following order:

- (1) Non-bargaining unit employees;
- (2) Part-time employees within the bargaining unit; and then
- (3) Full-time employees within the bargaining unit.

B. Selection of layoff of employees shall be based on seniority provided the remaining employees are qualified in the judgment of the Director of the Library to perform the remaining work. In determining "qualifications", the Director or his/her designee shall utilize the following criteria:

- (1) Ability to perform work;
- (2) Education, training, and experience related to the duties and responsibilities of the positions; and
- (3) Past performance.

C. The Town agrees to give at least two (2) weeks' notice of layoff.

D. Employees recalled to the service of the Library after layoff shall receive credit for prior service credited on the date of layoff.

E. An employee recalled to a position in his/her former classification will be placed at the grade and step from which he/she was laid off.

F. An employee recalled to a position in a lower classification will be placed at a step which is

equivalent to or next greater than (if there is no equivalent step) the step from which the employee was laid off.

G. An employee recalled to the bargaining unit position shall not serve a probationary period unless the job is substantially, or fifty (50%) percent different from the employee's former position in scope and duties. In no event shall the probationary period in such cases exceed three (3) months.

H. Employees recalled to unit positions will be notified by certified mail two (2) weeks in advance.

20.04 Layoff Status

A. Employees laid off pursuant to the terms of this Article shall remain on layoff status for a period of up to two (2) years, provided he/she applies in writing to the Town by registered mail for retention of his/her name on the list on or before June first (1st) of each year subsequent to his/her layoff.

B. No person may be employed full-time in the unit to perform the same function where a unit member from that institution has been retrenched and is on layoff status.

20.05 Recall Provision

Laid-off employees shall be recalled by seniority within classification.

ARTICLE XXI
SAVINGS CLAUSE

21.01 Savings Clause

A. If any provision to this Agreement shall be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

C. The Town and the Union acknowledge that during the negotiations which resulted in 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 applicable areas of collective bargaining, and that

the understanding and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth in this Agreement and shall constitute the sole Agreement between the parties.

D. In recognition of this fact the Board and the Union, for the life of this Agreement, each Voluntarily and unqualifiedly waive the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they signed this Agreement.

E. The provisions of this Article notwithstanding the parties may by mutual agreement, upon the request of one (1) or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date of this Agreement.

ARTICLE XXII

CLASSIFICATION AND RE-CLASSIFICATION

22.01 Class Specifications

The employer shall provide the Union with a copy of the class specifications of each title covered by this Agreement for which such a specification exists. Each employee shall be permitted by the Employer to have access to examine his/her class specification.

22.02 Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Human Resources Director, and such appeal shall not be the subject of the grievance or arbitration under the terms of this agreement.

22.03 Class Reallocations

A. Class reallocations may be requested by the Union to become effective on or after July 1, 1988.

B. Class reallocations may be requested by the Union for each of the two (2) succeeding years of this Agreement to become effective on or after July 1 of each of the two succeeding years.

C. Union requests for a class reallocation may be submitted to the Human Resources Director. The Human Resources Director or his/her designee shall investigate this request. In its investigation said Human Resources Director shall examine whether or not the requested reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this agreement when compared with

comparable jurisdictions and other relevant evidence. In the event the Union disagrees with the determination of said the Human Resources Director, the Union may proceed to arbitration pursuant to provisions contained herein. The arbitration panel's jurisdiction, however, shall only extend to whether the determination of said Human Resources Director was arbitrary or capricious. The Town and the Union agree that the procedure for class reallocations for all classes covered by this Agreement and not other class reallocations shall be granted.

D. The Human Resources Director agrees to take the necessary steps to implement the provisions of this contract and to recommend the necessary funding.

22.04 Working Out Classification

Whenever an employee has been assigned in writing by the Library Director or his/her designee to a higher rated position for more than four (4) consecutive days, except in the case of vacation coverage, he/she shall be paid at the higher rate of compensation for all days worked in excess of four (4) consecutive days.

22.05 Subcommittee

The parties agree to form a joint Labor/Management subcommittee for the purpose of reviewing job descriptions and classifications and offering non-binding recommendations to the parties' negotiating teams. This subcommittee shall consist of three (3) Union members selected by the Union and three (3) Management representatives selected by the Library Director. Each party retains the right to bring one (1) expert of their choice to a subcommittee meeting, but the experts shall not have a vote on the subcommittee. The subcommittee shall submit its non-binding recommendations in writing to the parties' negotiating teams, whereupon the subcommittee shall be dissolved.

ARTICLE XXIII
STAFF MEETINGS

23.01 The Director shall conduct staff meetings four (4) times per year.

ARTICLE XXIV
EVALUATION PROCESS

24.01 Evaluation Process

Evaluation is fundamental for the improvement and promotion of professional growth. In recognition of this fact, evaluation should be an ongoing process, and the process and procedures for evaluating employees shall be based on an evaluation system which is broadly based, objectively styled, and uniformly applied. Annual evaluations, except as provided herein, shall serve as one of the bases for promotion, retention or termination, and professional service advancements. In order to insure that each employee is apprised of the criteria upon which he/she will be evaluated, the following guidelines shall apply in the evaluation of employees.

24.02 Objectives

The evaluation of employees is directed to the following objectives:

- (1) Assessment of the performance of the employee.
- (2) Improvement of performance and quality of service.
- (3) To provide a basis upon which decisions shall be made concerning the promotion, retention or termination, and professional service advancements of employees covered by this policy.

24.03 System

Evaluation shall be an ongoing process and each employee covered by this contract shall be evaluated by this system.

24.04 Procedure

A. At the completion of the first three (3) months of the probationary period, each probationary employee shall be evaluated by his her immediate supervisor. Such evaluation shall be recorded in writing by the immediate supervisor. Included in the evaluation, shall be the supervisor's recommendations for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of such receipt be entitled to meet with the immediate supervisor to discuss the evaluation and recommendation.

B. Every employee who is promoted within the bargaining unit shall be evaluated by his, her immediate supervisor no later than one (1) month prior to the completion of the three (3) month probationary service. This evaluation shall be completed using the same procedure as Section A.

C. An evaluation shall be completed on an annual basis for each non-probationary employee covered by this contract. This document shall be submitted to the Human Resources Director no later than October 1st or April 1st, depending upon the employee's date of hire and full- time or part-time status, for those who have not yet attained maximum salary for their pay grade.

D. The employee may respond in writing to the evaluation and/or recommendations for self-improvement. The response shall be appended to the evaluation in his/her personnel file.

24.05 Service Advancement/Step Increments

A. A full-time employee in continuous employment in a class appearing on Wage and Salary Schedules in Article XXVI shall receive the increment between his/her present rate and the next higher step rate as follows:

(1) On the termination of the nearest pay period after completion of six months at the minimum or entrance rate.

(2) Thereafter one year from the date of his/her previous increase.

(3) The increase in rate which this increment represents must be recommended by the Library Director and approved by the Human Resources Director.

(4) The increase shall be based on performance of the employee during the preceding six month or twelve-month period, and not solely on length of service.

B. The employee receiving a promotion and adjustment in rate shall receive the next increment of compensation grade effective following completion of twelve months at the rate resulting from the promotion.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT

25.01 In-Service Educational Development

A. Employees may be granted paid leave of absence in accordance with the policies of the Personnel Board for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

B. Employees enrolled in courses for job improvement and or working toward a college degree, may be allowed to adjust schedules to attend such courses. It is expressly understood, however, that the Library Director retains his discretion in approving any such schedule changes.

C. The Town agrees that all employees shall be entitled to take courses or programs at accredited institutions of higher education or by other approved providers. The Town of Braintree will reimburse employees upon the completion of course(s) or programs) of study that relate to their professional growth. Employees must submit substantiation of the successful completion of the course(s) of study and all related paid receipts to the Town before receiving any reimbursement. Employees shall be required to receive a minimum of "C" in classes where grades are given. Reimbursement shall be limited to the tuition amount and any related fees up to a maximum of six hundred dollars (\$600) per fiscal year.

D. Beginning in FY2021 tuition reimbursement will increase from six hundred dollars (\$600) per year to one-thousand dollars (\$1000) per fiscal year with a maximum for union of six-thousand dollars (\$6000) per year.

E. As early as practicable, prior to the scheduled start of a course or program, the employee must submit to the Library Director a statement indicating the name of the institution or provider, the course he/she plans to take together with a statement showing how these course(s) or program(s) will benefit the employee and his/her contribution to the Town. This statement should indicate alternative course(s) or program(s) to be taken if the primary choice is either unavailable or not offered that semester. Recommendations for approval should be submitted to the Human Resources Director by the Library Director within a reasonable time of receipt from the employee. The Human Resources Director will act on requests within a reasonable time of receipt from the Library Director. Notice of Approval or denial will be forwarded to the employee promptly. The decision of the Human Resources Director shall be final.

25.02 In-Service Staff Development/Training

The Director or his/her designee, in collaboration with the Union, shall organize at least one (1) full day of Staff Development/Training per year. The Library will remain closed the 3rd Wednesday of September and lunch will be provided. Employees regularly scheduled to work 1:00 PM – 9:00 PM shall work 9:00 AM to 5:00 PM.

ARTICLE XXVI
WAGES

26.01 All members of the bargaining unit employed by the Town the date of execution of this Agreement shall receive the wage increases in accordance with the Wage Scale in Appendix A.

- A.** Applicable Step increases shall continue.
- B.** All bargaining unit employees shall be paid in biweekly installments through direct deposit.
- C.** The Employer shall provide paystubs that reflect time off accruals including but not limited to vacation time and sick time.
- D.** Effective July 1, 2022, the Wage Schedule hereto attached as Appendix A shall be in effect.

26.02 If, during the term of this agreement, a represented bargaining unit receive(s) a higher COLA percentage increase in salary then this bargaining unit shall also receive that higher COLA. Such adjustment shall be effective at the time the salary and/or benefit is granted to the employees in the other bargaining unit. For the purposes of this Article, the term “bargaining unit” refers to a bargaining unit where a single employee association has been granted exclusive representation rights pursuant to MGL. c. 150e § 5a.

ARTICLE XXVII
SUMMER HOURS/SUNDAY HOURS

27.01 Summer Hours

A. Effective June 21, 2014, Summer Hours shall be defined as Monday through Thursday 9 am to 8 pm, Friday and Saturday 9 am to 5 pm starting the first Monday after Father’s Day and Ending the Friday before Labor Day. Also, effective June 21, 2014, the separate Memorandum of Agreement regarding two additional Saturdays in June shall expire. The Library shall staff Summer Saturdays using the following process:

- (1) The Employer shall post all needed summer Saturday hours and positions, listed by Unit A and Unit B, by March 1st.
- (2) Bargaining unit employees shall volunteer/bid on available Summer Saturdays by March 21st.
- (3) In the event there are multiple employees volunteering/bidding on Summer Saturdays, the Library Director or his/her designee shall select employees on a rotating seniority basis starting with the most senior employee in each category of positions needed to staff the Summer Saturday.
- (4) In the event that there are not enough volunteers, the Library Director or his/her designee shall assign Summer Hours using a rotating seniority system, starting with the least senior person.
- (5) The Library Director, or his/her designee, when assigning Summer Saturdays, shall assign all vacant Unit B shifts first on a rotating basis starting with the least senior Unit B employee. The Library Director, or his/her designee, when assigning Unit A positions, shall then assign Unit A shifts on a rotating basis starting with the least senior. Every effort shall be made so that no bargaining unit employee shall be assigned to a second summer Saturday until all bargaining unit employees have been assigned once.
- (6) No bargaining unit employee shall be involuntarily assigned to work two consecutive Summer Saturdays.
- (7) The Library Director or his/her designee shall post all Summer Saturday schedules for all employees by April 1st.
- (8) After April 1st, regardless of whether an employee volunteered or was assigned to work a Summer Saturday, if a bargaining unit employee is unable to fulfill his/her scheduled shift, that employee is responsible for filling the shift with another bargaining unit employee of the same or higher category. For example, if a librarian is unable to work his/her shift, that employee must find a replacement librarian to work that shift. If a JLA is unable to work his/her shift, that employee can fill that shift with a replacement librarian, JLA, SLA, or PLA.
- (9) Full-time bargaining unit employees who work a summer Saturday assignment shall not be scheduled for the proceeding Friday. This shall not prevent employees being offered additional hours.

(10) Bargaining unit employees shall be paid at the rate of one and a half (1.5) times their normal rate of pay for all hours actually worked during Summer Saturday assignments. If an employee is scheduled to work a Summer Saturday and calls in sick or takes some other type of day off, that employee shall only be paid at straight time for those hours the employee was scheduled to work.

(11) Any bargaining unit employee who works three (3) or more Summer Saturdays shall receive one (1) compensatory day.

27.02 Sunday Hours

A. Sunday Work Shift. Bargaining unit employees shall be scheduled to work 1:00 pm to 5pm when working a Sunday shift.

B. Sunday Work Calendar. The Sunday hours will begin no sooner than the Sunday after Labor Day and end no later than the Sunday before Father's Day.

C. Sunday Closures for Holidays. The Library shall be closed on Sundays for observance when a holiday falls on a Saturday or Monday, including Mother's Day and Easter Sunday.

D. Posting/Bidding on Shifts.

(1) The Employer shall post all Sunday shifts as soon as reasonably known. Bargaining unit employees shall have the ability to bid on Sunday shifts. The bidding shall close two (2) months before the Sunday Shift increment. Should there be more bargaining unit employees interested than available shifts, the Employer shall select on a rotating basis employees starting with the most senior.

(2) The Employer shall schedule Sunday shifts in cycles no longer than three (3) months. The Employer shall notify employees who have bid on shifts no later than one (1) month before the start of the three (3) month cycle.

E. Shift Replacement

Bargaining unit employees who have bid on a shift and were selected to work that shift must find a replacement in the event said employee is no longer able to work. Once the employee has exhausted all internal replacements and is unable to find a replacement, the Employer shall assist by providing the substitute worker list as identified in Section 7 of this Article.

F. Compensation for Sunday Shifts

Bargaining unit employees shall be paid at the rate of double time their normal hourly wage for Sunday Shifts. In the event that the Library is closed due to inclement weather, bargaining unit employees shall be

paid for their shift. Any bargaining unit member working in a higher classification, shall be paid at the higher rate of pay.

G. Subcontracting Sunday Shifts

In the event Sunday shifts go unfilled, the Employer may hire subcontracted, non- Union workers to fill their staffing needs. Subcontracted workers shall be paid no lower than the first step of the salary schedule for the position he/she is filling. Subcontracted workers shall not be used to fill anything other than a Sunday shift.

ARTICLE XXVIII

DURATION

- 28.01** This Agreement shall be effective upon execution by the parties and funding by the Town and shall remain in effect from July 1, 2022 through June 30, 2025.
- 28.02** The parties agree that upon demand of either party, they shall commence negotiations for a successor Agreement not later than ninety (90) calendar days prior to the expiration of this Agreement.
- 28.03** If the parties are engaged in negotiations upon the expiration date of this Agreement, the contract will be automatically extended during the period that productive negotiations continue, unless an impasse is reached; but, the extension will not be effective beyond the date of the execution of a successor Agreement.
- 28.04** If the parties are not engaged in negotiations upon the expiration of this Agreement, they may mutually agree in writing to extend the duration of this Agreement or any part thereof for a period not to extend beyond the effective date of the execution of a new successor Agreement.
- 28.05** Notwithstanding the foregoing, either party may give the other party seven (7) calendar days' notice that it elects to terminate all or part of the Agreement effective on the original expiration date or any time thereafter.
- 28.06** It is clearly understood by the parties that unless the contract has been extended by mutual written agreement without either party exercising any or all of their options to terminate, the contract is null and void.

Signed and Sealed in duplicate this 28th day of February, 2023.

Town of Braintree

Charles C. Kolm

Braintree Library Staff Association

P. Gans

Stephanie Collier

Kara Dyer

W

Approved as to Form:

[Signature]
Town Counsel

APPENDIX A
WAGE SCHEDULE

FY2023		1.50%	EFFECTIVE AND RETROACTIVE TO 7/1/2022				
GRADE			A	B	C	D	E
Junior Library Assistant	H		\$20.16	\$20.69	\$21.26	\$21.82	\$22.44
Junior Library Assistant	W		\$705.53	\$724.00	\$744.25	\$763.79	\$785.46
Junior Library Assistant	A		\$36,687.38	\$37,647.97	\$38,700.94	\$39,716.95	\$40,843.80
Senior Library Assistant	H		\$22.35	\$22.88	\$23.61	\$24.24	\$24.95
Senior Library Assistant	W		\$782.26	\$800.73	\$826.31	\$848.34	\$873.20
Senior Library Assistant	A		\$40,677.55	\$41,638.14	\$42,968.20	\$44,113.52	\$45,406.63
Principal Library Assistant	H		\$23.61	\$24.24	\$24.95	\$25.87	\$26.69
Principal Library Assistant	W		\$826.31	\$848.34	\$873.20	\$905.53	\$934.31
Principal Library Assistant	A		\$42,968.20	\$44,113.52	\$45,406.63	\$47,087.68	\$48,583.99
Librarian	H		\$30.51	\$31.64	\$32.70	\$33.98	\$35.37
Librarian	W		\$1,067.88	\$1,107.31	\$1,144.62	\$1,189.38	\$1,238.05
Librarian	A		\$55,529.84	\$57,580.34	\$59,520.01	\$61,847.60	\$64,378.41
Shift Differential			\$1.97				
FY2024		2.00%	EFFECTIVE 7/1/2023				
GRADE			A	B	C	D	E
Junior Library Assistant	H		\$21.10	\$21.69	\$22.26	\$22.89	\$23.49
Junior Library Assistant	W		\$738.48	\$759.13	\$779.06	\$801.17	\$822.17
Junior Library Assistant	A		\$38,400.93	\$39,474.95	\$40,511.29	\$41,660.68	\$42,752.68
Senior Library Assistant	H		\$23.34	\$24.08	\$24.72	\$25.45	\$26.15
Senior Library Assistant	W		\$816.75	\$842.84	\$865.30	\$890.67	\$915.17
Senior Library Assistant	A		\$42,470.90	\$43,827.56	\$44,995.79	\$46,314.77	\$47,588.77
Principal Library Assistant	H		\$24.72	\$25.45	\$26.39	\$27.23	\$28.07
Principal Library Assistant	W		\$865.30	\$890.67	\$923.64	\$952.99	\$982.39
Principal Library Assistant	A		\$44,995.79	\$46,314.77	\$48,029.43	\$49,555.67	\$51,084.47
Librarian	H		\$32.27	\$33.36	\$34.66	\$36.08	\$37.35
Librarian	W		\$1,129.46	\$1,167.51	\$1,213.16	\$1,262.81	\$1,307.26
Librarian	A		\$58,731.95	\$60,710.41	\$63,084.56	\$65,665.97	\$67,977.37
Shift Differential			\$2.01				
FY2025		3.00%	EFFECTIVE 7/1/2024				
GRADE			A	B	C	D	E
Junior Library Assistant	H		\$21.73	\$22.34	\$22.93	\$23.58	\$24.20
Junior Library Assistant	W		\$760.63	\$781.91	\$802.44	\$825.20	\$846.83
Junior Library Assistant	A		\$39,552.96	\$40,659.20	\$41,726.63	\$42,910.50	\$44,035.26
Senior Library Assistant	H		\$24.04	\$24.80	\$25.46	\$26.21	\$26.93
Senior Library Assistant	W		\$841.25	\$868.12	\$891.26	\$917.39	\$942.62
Senior Library Assistant	A		\$43,745.03	\$45,142.39	\$46,345.67	\$47,704.21	\$49,016.43
Principal Library Assistant	H		\$25.46	\$26.21	\$27.18	\$28.05	\$28.91
Principal Library Assistant	W		\$891.26	\$917.39	\$951.35	\$981.58	\$1,011.87
Principal Library Assistant	A		\$46,345.67	\$47,704.21	\$49,470.31	\$51,042.34	\$52,617.00
Librarian	H		\$33.24	\$34.36	\$35.70	\$37.16	\$38.47
Librarian	W		\$1,163.34	\$1,202.53	\$1,249.56	\$1,300.69	\$1,346.47
Librarian	A		\$60,493.91	\$62,531.72	\$64,977.09	\$67,635.95	\$70,016.69
Shift Differential			\$4.00				

Shift Differential: Effective upon ratification of the 2022-2025 collective bargaining agreement, the Shift Differential paid for all hours worked after 5:00 PM (including the differential for the dinner unpaid hour) and all hours worked on a non-Summer Saturday shall increase as specified above. The Shift Differential for FY2023 shall be retroactive to 7/1/2022 and for all hours worked. In subsequent years, the Shift Differential shall be increased by the agreed upon COLA.

APPENDIX B
MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____ **THAYER PUBLIC LIBRARY (BRAINTREE)** _____

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

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

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

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY

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

APPENDIX C
HEALTH INSURANCE CO-PAYS

Network Blue - Option 2		
Office Visits		\$20.00
Specialists Visits		\$30.00
Emergency Room Visits		\$75.00
High Tech Radiology Visits		\$0.00
Prescription Drugs - Retail		\$15/\$25/\$40
Prescription Drugs - Mail Order		\$25/\$45/\$75
Blue Care Elect Preferred		
Office Visits		\$25.00
Specialists Visits		\$25.00
Emergency Room Visits		\$100.00
High Tech Radiology Visits		\$0.00
Prescription Drugs - Retail		\$15/\$25/\$40
Prescription Drugs - Mail Order		\$25/\$45/\$75
Harvard Pilgrim Health Care		
Office Visits		\$20.00
Specialists Visits		\$30.00
Emergency Room Visits		\$75.00
High Tech Radiology Visits		\$0.00
Prescription Drugs - Retail		\$15/\$25/\$40
Prescription Drugs - Mail Order		\$25/\$45/\$75
Option 2 Plans		
Blue Cross Blue Shield Blue Care Elect PPO		
Network Blue HMO		
Harvard Pilgrim Health Care HMO		
\$250/\$750 annual plan year deductible		
\$100 Inpatient Hospitalization Copayment (Limit one per quarter, per person)		
\$100 Outpatient Surgical Copayment (limit one per year, per person)		

APPENDIX D
JOB POSTING

JOB TITLE:

UNION: BLSA

LOCATION: Thayer Public Library

DATE AVAILABLE:

SALARY: \$ - \$ /hr

QUALIFICATIONS:

RESPONSIBILITIES:

Please see attached job description for complete details.

POSTING DATES:

Applicants may submit a cover letter and resume to the following address:

Human Resources Department
Town of Braintree
1 JFK Memorial Drive
Braintree, MA 02184

Or e-mail to cdepina@braintreema.gov

Town of Braintree is an Equal Opportunity Employer