

AGREEMENT

between

THE TOWN OF BRIDGEWATER

and

BRIDGEWATER PUBLIC LIBRARY STAFF ASSOCIATION,
LOCAL 4928, MLSA, AFTMA, AFL-CIO

July 1, 2021 – June 30, 2024

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PREAMBLE

This Agreement entered into by the Town of Bridgewater, hereinafter referred to as The Town; and Bridgewater Library Staff Association, Local 4928, MLSA, MFT, AFT, AFL-CIO, (hereinafter referred to as the Association) has as its purpose the promotion of harmonious relations and peaceful procedure for the peaceful resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1: Agent

1.0 The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours or work, and other conditions of employment for all full-time and permanent part-time employees of the Town of Bridgewater, Library Department, excluding the Director and the custodian. Permanent part-time employees shall be entitled to all benefits of this Agreement pro-rated in accordance with their hours of work, except as herein provided. The Employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any Agreement with any such group or individual or change any conditions contained in this Agreement.

1.1 The Town shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management, and reserves and maintains all powers, authority, and prerogative, including, without limitations, the exclusive right to issue reasonable departmental rules and regulations governing conduct of the various departmental operations, provided said rules and regulations are not inconsistent with the express provisions of this Agreement. Among the management rights vested in the Town are the rights in accordance with applicable law to determine the number of employees, hire, promote, demote, transfer, assign, and to discipline, suspend, or discharge for just cause.

1.2 The Town shall promptly notify the Union of employment, termination, and retirement of unit employees.

ARTICLE 2: Union Dues and Agency Fee

The Union dues of employees covered by this Agreement will be deducted each week by the Town from the wages of each employee Covered by this Agreement who has signed an authorized form for the deductions of such dues, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A or Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union as certified to the town Treasurer from time to time.

The following authorization form shall be used:

AUTHORIZED FOR PAYROLL DEDUCTION

By:

To: Town of Bridgewater

Effective _____, I, _____, hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the Union. This amount shall be paid to the treasurer of Bridgewater Library Staff Association MLSA. These deductions may be terminated by me giving you a 60-day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address

2.1 In accordance with the provisions of General Law, Chapter 150E, Chapter 180, Section 17G, the Town agrees to deduct any agency fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction in Union dues as provided in paragraph 1 of this Article.

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following commencement of his/her employment, or thirty (30) days following the signing of this Agreement, whichever is later, a Service Fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union. Employees who fail to comply with this requirement shall be discharged by the Town within thirty (30) days after receipt of a written request for such discharge from the Union.

The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with this Article. In addition thereto, the Union shall indemnify and save the Town harmless for any expenses incurred as a result of being ordered to reinstate any employee terminated at the request of the Union for not paying the Agency Fee. The Union will intervene in and defend any administrative hearing or court litigation concerning the propriety of such termination for failure to pay the Agency Fee. The Town shall have no obligations to defend the termination in any said proceeding.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedures contained in this agreement. In the event such a dispute is submitted to arbitration, the arbitrator

shall have no power or authority to order the Town to pay such Service Fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize payment of the Service Fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay the required Service Fee after having sufficient time to do so.

2.2 The Town Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union dues and Agency Fees, together with a list of the employees from whose wages such Union Dues and Agency Fees shall have been deducted. And the Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 150 of the General Laws.

2.3 The Union agrees that said Agency Fee is pursuant to a vote of a majority of all employees in such bargaining unit present and voting.

ARTICLE 3: Discrimination and Coercion

3.0 There shall be no discrimination by the representatives of the Town against any employee covered by the terms of this Agreement because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics and that such employee shall receive the full protection of the Agreement.

ARTICLE 4: Grievance Procedure

4.0 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor, provided the adjustment is not inconsistent with the terms of this Agreement.

4.1 Any grievance or dispute which may arise between the parties, including the applications, meaning, or interpretation of this Agreement, shall be settled in the following manner. The term "grievant" shall mean the Union and/or any employee(s) with a grievance.

4.2 Step 1. The grievant will first discuss it with his/her immediate supervisor either directly or through a representative of the Union, with the objective of resolving the matter informally. This discussion must occur within fifteen (15) working days of the date of the grievance or his/her knowledge of its occurrence. The immediate supervisor shall render a decision within five (5) working days after the discussion.

4.3 Step 2. If the grievant is not satisfied with the disposition of the grievance at the first step, or if no decision has been rendered, she/he may file the grievance in writing with the Director of the Library. The written grievance shall be filed with the Director within ten (10) working days after the decision immediate supervisor is due at Step 1. The Director of the Library shall render a decision in writing within seven (7) working days after the grievance was filed at Step 2.

4.4 Step 3. If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or if no

decision has been rendered, he/she may file the grievance in writing with the Town's Human Resources Officer within ten (10) working days after the decision of the Library Director is due.

Within seven (7) working days after the written grievance has been so filed, the Town's Human Resources Officer will meet with the grievant for the purpose of resolving the grievance. A decision will be rendered by a by the Human Resource Officer within five (5) working days after he/she met with the grievant.

4.5 Step 4. of the grievance still remains unadjusted, it shall be presented to the Town Manager in writing within five (5) working days after the response of the Human Resources Officer is due. The Town Manager shall conduct a hearing and respond in writing within fourteen (14) days.

4.6 Step 5. If the grievance still is unsettled, the Union may, within twenty (20) working days after the reply of the Town Manager is due, by written notice to the Town Manager, file for arbitration.

4.7 Timelines "Working Days" shall mean Monday through Friday excluding the holidays listed in Section 9. Time periods at each step may be extended by mutual agreement.

4.8 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association or the State Board of Conciliation and Arbitration will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association or the State Board of Conciliation and Arbitration. Expense for the arbitrator's services shall be shared equally by the parties.

4.9 The arbitrator shall have the authority to settle only the grievance defined herein. Any grievance appealed to an arbitrator over which he/she shall not have power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be legal and binding upon the parties.

4.10 Discipline Employees shall have the right to have a Union Steward or representative present in any disciplinary action including reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. Employee's personal file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee and initialed. If the employee refuses to sign a document, it shall be so noted and placed in the file.

ARTICLE 5: Seniority

5.0 The length of service of the employee in the bargaining unit shall determine the seniority of the employee.

5.1 The Principle of seniority for qualified employees, as determined by the Library Director, shall govern and control in all cases, as defined in 5.2, preference in assignment to shift work, assignment to overtime, and choice of vacation.

5.2 In the selection of a new employee to fill a vacancy, or the selection of a current employee to fill a vacancy by promotion, or lateral transfer, when qualifications and ability are deemed to be equal by the Library Director, seniority shall be the determining factor.

ARTICLE 6: Salaries, Overtime, 2nd Weather Emergencies

6.0 Salaries for all employees covered by this Agreement are set forth in Appendix B.

6.1 Full-time employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times the regular rate of pay for authorized work in excess of the employee's normal work day or work week, or they shall be granted compensatory time off calculated at the rate of one and one-half (1 ½) hours for each hour worked in excess of the normal work week, as scheduled under the control of the Director and the Department Head. A full-time employee may elect to work additional hours in excess of the employer's normal work day or work week in order to receive compensatory time for personal use, at the regular hourly rate, as has been the past practice and procedure, subject to the approval of the Department Head and the Library Director.

6.2 Full-time employees who have left their places of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time, shall be guaranteed a minimum of two (2) hours of recall pay at time one and one-half. Permanent part-time employees who have left their places of employment on completion of their assigned work schedules who are recalled, shall be guaranteed a minimum of two (2) hours recall pay.

ARTICLE 7: Hours of Work

7.0 The full-time work week shall consist of thirty-five (35) hours, exclusive of lunch. Full-time workday shall consist of seven (7) hours, exclusive of lunch. After one year of employment, permanent part-time employees who work twenty (20) or more hours on an annualized basis shall be eligible for all benefits except, over-time, and compensation for holidays not scheduled to work, prorated to their hours of work.

A new hire will be entitled to all benefits after twelve (12) consecutive months of service. Benefits will be averaged on a pro rata basis for the each month worked during the aforesaid consecutive twelve (12) month period. Thereafter, benefits will be calculated by calendar year.

Employees whose hours are increased to thirty-five (35) per week are entitled to full-time benefits on the day those full-time hours begin. Part-time employees whose hours are increased to twenty (20) hours or more per week will be accorded all benefits except, overtime, and compensation for holidays not scheduled to work on the day their new hours begin.

7.1 In the event that the Town opens the Library on Sundays, the following shall apply:

- a. Sunday hours will not be a part of the normal work week.
- b. Employees can volunteer to work Sunday hours but will not be required to do so.
- c. If there are more volunteers than needed, assignments will be made by seniority on a rotating basis.
- d. If there are not sufficient volunteers, the Town will be able to hire special Sunday employees.
- e. Sunday summer hours will follow the same schedule as Saturday summer hours.

f. There will be no Sunday hours on Easter Sunday.

7.2 A rest period or coffee break of not less than fifteen (15) minutes in each half shift shall be included in the work schedules of all employees unless a half shift covers a meal period, in which case a rest period of twenty minutes shall be allowed all employees. Employees may leave the premises during rest periods.

Employees shall not be required to be on call during their meal break. If directed by the director to be on call during a meal break, the employee shall be compensated for that time.

When the Library is open three (3) hours, a rest period of not less than fifteen (15) minutes shall be allowed.

ARTICLE 8: Union Representatives

8.0 The Union shall furnish the Town with a written list of Union Stewards and other representatives immediately after the designation of such representatives.

8.1 The Union Steward and/or designee shall be granted reasonable amount of time with pay during working hours to investigate and settle grievances, and to attend meetings of the Chapter or State bodies of the Union without loss of pay, which shall first be approved by the Library Director.

ARTICLE 9: Holidays

9.0 All full-time and permanent part-time employees, as defined in Article 7.0, working twenty (20) or more hours covered by this Contract who are regularly employed, shall receive regular compensation for the number of hours scheduled to work for the following holidays:

New Year's Day
Martin Luther King Jr. Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day/Indigenous Peoples Day
Veteran's Day
Thanksgiving's Day
Christmas Day
Juneteenth

or the following day, when any of the above holidays occur on Sunday, notwithstanding any other provisions of this Agreement. The Day after Thanksgiving Day, one-half (1/2) day before Christmas, and one-half (1/2) day before New Year's are discretionary days that may be granted as time off as determined by the Library Director.

9.1 Any employee obliged to work any of the above holidays shall receive both regular compensation for the holiday and at the discretion of the employee, either additional time off at the rate of time and one half (1 ½) for the number of hours worked, or additional pay at the rate to time and one-half (1 ½) for the number of hours worked.

9.2 When any of the above holidays occur on an employee's regular days off, the full-time employee as defined in Article 7.0 shall receive regular compensation or compensatory time off at the discretion of the employee for the holiday in the amount of one-fifth (1/5) of the number of hours in the employee's regular work week in the case of a full-day holiday.

Any permanent part-time employee who works twenty (20) or more hours per week shall receive the holiday benefits outlined in this section.

9.3 In the event the Town declares a special holiday, discretionary day, or "Skeleton day" for Library employees covered by this contract shall be required to work if the Library Director so determines, but the employees thus required to work shall receive their regular pay for that day, and, in addition, either compensatory time off in the amount of the number of hours worked, or additional pay at straight time for the number of hours worked.

9.4 In the event that the library must be closed (due to a weather emergency or some similar circumstance) during the regularly scheduled work time of the employees covered by this Agreement, those employees already working will receive compensation for their regular pay. In the event that the library must be closed before the regular shift of an employee begins, that employee shall receive his/her regular pay for that work period.

ARTICLE 10: Vacations

10.0 Every Full-time and permanent part-time employee, as defined in Article 7.0, who has been employed for twelve months, except hereinafter provided, shall be granted a vacation of three (3) weeks in a calendar year. In scheduling vacations, preference should be given to employees on the basis of years of employment in the department whenever possible. Such vacations shall be granted by the Library Director at such times as is in his/her opinion will cause the least interference with the performance of the regular work of the library. Vacation shall be used in the year it is credited and shall not accrue from year to year except vacation may be carried over to the next calendar year with the approval of the Town.

10.1 Vacation leave earned during any calendar year shall be credited on the last day of that calendar year and shall be available during the following calendar year, except that at the end of the first six months of the first year of employment a full time employee shall be entitled to one week's vacation with pay. A full-time employee of the Library shall accrue vacation time at the rate of one and

one quarter (1 1/4) days per month to fifteen (15) days per year.

10.2 Permanent part-time employees, as defined in Article 7.0 (with more than six (6) months' service with the town) shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment. Said vacation shall not exceed three (3) weeks or thirty-five (35) hours per week. Other part-time employees are excluded from vacation benefits.

10.3 Vacation credits and accumulated time shall be presented to the employees at the start of each calendar year.

10.4 Full-time employees, as defined in Article 7.0, shall be granted three (3) weeks of paid vacation in their first through fifth year, four (4) weeks of paid vacation in their sixth through tenth year, five (5) weeks of paid vacation in their eleventh through twentieth year, and six (6) weeks of paid vacation in their twenty-first year and thereafter. Permanent part-time employees (as defined in 7.0) shall be entitled to vacation in accordance with this schedule from date of employment in the ratio that their part-time employment bears to full-time employment.

10.5 Leave for military duty shall be without loss of regular pay in accordance with Section 52A of Chapter 149 of the General Laws.

10.6 Employees who have fulfilled requirements for a vacation and whose service is terminated, or by resignation or retirement, or death, without having been granted vacation to which they are entitled, shall be paid an amount in lieu of the vacation due, pro-rated to the number of months worked.

10.7 If a holiday credit falls Within the vacation period, it shall not count as part of the vacation allowance.

ARTICLE 11: Sick Leave

11.0 Full-time and permanent part-time employees, as defined in Article 7.0, covered by this agreement, shall be entitled to paid sick leave at the rate of fifteen (15) days per calendar year, to be pro-rated according to hours of work for part-time employees and credited on January 1. For employees of less than one year of service, sick leave shall be accumulated at the rate of one and one-quarter (1 1/4) days per month, for a full month served prior to the employee's first January 1. On the new employee's January 1, he/she shall then be credited with fifteen (15) days for the upcoming calendar year.

11.1 If an employee is absent more than five (5) days chargeable to sick leave, or who has repeated absences of short duration, a statement from the employee's physician may be required by the Director, such statement to give the nature of the illness, and the expected duration. In order for sick leave to be allowed, an employee must notify the library, as soon as possible on the first day of absence, not later than the start of the shift if possible, and shall continue to keep the library notified. Sick leave notification may be reported by the employee, his/her family, or his/her physician.

11.2 Upon return to work following an absence in excess of three (3) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. In cases of illness,

such above mentioned physical examination shall be conducted by the employee's own physician, at the employer's expense. In cases of injury related to the actual performance of duty, such examination shall be conducted by the Town Doctor at no expense to the employee.

11.3 Upon termination of employment by resignation, retirement, or layoff, each employee shall receive cash payment for fifty percent (50%) of the employee's unused accumulated sick leave. In the event of the death of an employee, the employee's designated beneficiary shall receive within thirty (30) days of his/her death a cash payment for fifty percent (50%) of the employee's unused accumulated sick leave, and the rate per day being based on the employee's regular week's pay in effect on the day of his/her death. Any employee hired after July 1, 2006 shall receive a cash payment for fifty percent (50%) of up to one hundred twenty five (125) days of unused accumulated sick leave.

All such sick leave buyback payments will be payable over two fiscal years.

Terms set forth in this subsection (Article 11.3) shall apply only to employees hired prior to March 1, 2013.

11.4 Any employee who receives compensation pursuant to the Workman's Compensation Law may; in addition, draw upon his/her accumulated sick leave, at his/her option, the difference between the payment made to him/her pursuant to Workman's Compensation and his/her normal weekly salary to the extent of its accumulation.

11.5 The library shall present to the employee the amount of his/her accumulated sick leave annually.

11.6 Seven (7) days of sick leave per calendar year may be used for family illness for Parents, Children, and Persons living in the immediate household.

11.7 Sick leave shall be accumulated at the rate of one and one quarter (1 1/4) days per month, and unused sick leave may be accumulated. Sick leave shall not, in any case, be granted for more than fifteen (15) days in a calendar year. Sick leave may be accumulated from year to year. An employee may use accrued sick leave with a doctor's certificate of need, if requested by the Library Director, and shall include anticipated period of absence. Said doctor's certificate shall be given to the Library Director.

ARTICLE 12: Maternity/Paternity Leave

12.0 Parental leave. Pursuant to M.G.L. Chapter 149, Section 105D, an employee who has successfully completed three (3) months of employment shall be entitled to eight (8) weeks of parental leave for the purpose of birth of a child or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child.

12.1 The employee shall give at least two (2) weeks' notice to the Library Director of his/her/their anticipated

date of departure and intention to return. The employee shall be restored to his/her/their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the employer to an employee on parental leave for the birth of a child. Parental leave may be extended beyond eight (8) weeks if the employee elects to use his/her/their accrued sick time, subject to the Library Director's approval.

12.2 Family Medical Leave Act (FMLA). Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons.

12.3 Eligible employees may take up to 12 workweeks of leave in a year for one or more of the following reasons:

- the birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- to care for a spouse, son, daughter, or parent who has a serious health condition;
- for a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

12.4 An eligible employee may also take up to 26 workweeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

12.5 Small Necessities Leave Act (SNLA). Pursuant to M.G.L. Chapter 149 Section 52 D, employees are entitled to twenty four (24) hours of unpaid leave during any twelve (12) month period, in addition to any leave available under the FMLA to:

- participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- accompany the son or daughter (qualified dependent) of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Employees may elect to substitute any accrued vacation, personal, medical, or sick leave for any of the above 3 items. Employees must provide a written request for leave at least seven (7) days in advance or if the need for leave is not foreseeable, as soon as practicable.

ARTICLE 13: Jury Pay

13.0 The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 14: Bereavement Leave

14.0 Leave with pay, not to exceed five (5) working days, shall be granted to all employees covered by this Agreement in the event of the death of the following: the employee's spouse, child, parent, brother, or sister. Leave with pay not to exceed three (3) days shall be granted to all employees in the event of the death of a grandparent, parent-in-law, aunt, uncle, brother-in-law, sister-in-law, niece, nephew, first cousin, or any person living in the employee's household. For the purposes of this section, mother, father, sister, brother; and child shall include step-mother, step-father, step-sister, step-brother; and step-child.

14.1 Leave with pay, not to exceed one (1) day, may be granted by the director to all full-time and permanent part-time employees as defined in 7.0 covered by this Agreement in the event of the death of the following: a member of the employee's family not specified above, a friend, or an employee of the department.

ARTICLE 15: Job Posting and Bidding

15.0 When a position covered by this Agreement becomes vacant, such a vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. The Union representative shall be notified in writing at the time of posting. This notice of vacancy shall remain posted for ten (10) working days. Employees interested shall apply in writing within the ten (10) day period. Within five (5) days of expiration of the posting period the Director will award the position based on length of service, anticipated needs of the Library, and the employee's qualifications, which shall include seniority, performance, experience, training, ability, and education, as stated in 5.2. Employees promoted shall be placed in step in grade, in accordance with years of service.

ARTICLE 16: Bulletin Board

16.0 A bulletin board shall be provided for the use of the Union.

ARTICLE 17: Group Insurance

17.0 The Town will provide a group insurance plan with a level of benefits equal to or in excess of the benefits presently in force and effect. The available plans will be limited to the Mayflower Municipal Health Group's Benchmark plans.

17.1 Effective July 1, 2013, the Town will pay eighty percent (80%) of each employee's premium and the employee will pay twenty percent (20%).

17.2 This bargaining unit will have the right to have a member on the Employee's Group Insurance Advisory Committee.

ARTICLE 18: Severability

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

ARTICLE 19: Educational Leave and Tuition

19.0 The Town offers a tuition waiver for classes taken at Bridgewater State University to all eligible employees upon completion of the probationary period. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Regular full-time and regular part-time employees are eligible for the tuition waiver.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the Town in order to be eligible for waiver. The Town has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position.

Tuition waivers for an employee are limited to four (4) credit hours per semester, and must be approved by the applicable department head, Town Manager and Bridgewater State University prior to enrollment in the class.

While education is expected to enhance employees' performance and professional abilities, the Town does not guarantee that participation in formal education will entitle the employee to an automatic advancement, a different job assignment, or pay increases.

ARTICLE 20: Working Area Conditions

20.0 Clean, well lit, air conditioned, and well-ventilated work areas shall be provided for all employees.

20.1 First aid provisions; a lounge area, including a couch; rest rooms for the use of employees; and office equipment in good working order shall be provided by the town.

20.2 The Library will be closed whenever town hall is closed for inclement weather. Employees scheduled to work will be paid their regular rate of pay.

20.3 When the temperature in a work area reaches 80°F or drops to less than 62° F for a period of at least two (2) hours, affected employees shall be relocated to another area in the library where said conditions don't exist.

If there are no such areas employees will be allowed to leave without loss of pay or leave time and will continue their assigned work remotely.

ARTICLE 21: Leave of Absence

21.0 Employees may be granted a leave of absence without pay as approved by and at the sole discretion of the Town Manager. The Library Director and Human Resources Director must submit their recommendations to the Town Manager relative to an employee's request.

ARTICLE 22: Miscellaneous

22.0 Established practices and policies shall be maintained at no less than current standards except as modified herein.

22.1 Employee shall be allowed to attend professional conferences, with the prior approval of the Director, and shall be reimbursed registration and expenses.

22.2 Employees required to use their personal vehicle for library use shall be reimbursed at the rate determined by the IRS.

22.3 Job descriptions of existing position in the Library Department shall (after consultation with the Union) be promulgated by the Director. At the time of the promulgation, the Director shall supply to the Union copies of all the job descriptions and to each employee a copy of the employee's own job description.

22.4 Personal property of employee covered by this Agreement, eye glasses for example, damaged in the line of duty, shall be replaced by the Town.

22.5 The Director of the Library shall (after consultation with the Union) implement an employee evaluation system by December 1, 1989.

22.6 The Library manual shall contain a library closing or employee release policy for excessive heat or excessive cold, and shall be referenced as part of this Agreement.

22.7 An employee who transfers from another department of the Town with no break in service, at the discretion of the Town, may be hired at a rate higher than starting rate. A library employee who transfers from another position within the library and is reemployed, reinstated, rehired, promoted, or demoted, shall be compensated at the step in grade in the new position which reflects the years of service and step placement of his/her former position.

22.8 Permanent part-time employees who work twenty (20) or more hours on an annualized basis (averaged out on a 52-week basis) shall be eligible for all benefits except, overtime, and compensation for holidays not scheduled to work, pro-rated to their hours of work after one year of employment. Vacation eligibility shall be after six (6) months as provided in Article 10. A new hire will be entitled to all benefits

after twelve (12) months of service. Benefits will be averaged on a six (6) month basis for the first year; thereafter, benefits will be calculated by calendar year.

ARTICLE 23: Longevity

23.0 As a reward for cumulative years of service in the employ of the Town, a full-time employee shall receive a permanent increment of \$500.00 for completion of fifteen (15) years of such service and an additional permanent increase of \$400.00 for completion of twenty (20) years of cumulative service, another \$300.00 for twenty-five (25) years of cumulative service, another \$300.00 for thirty (30) years of cumulative service and another \$300.00 for thirty-five (35) years of service.

23.1 As a reward for cumulative years of service in the employ of the Town, a full-time employee shall receive a permanent longevity payment according to the following guidelines:

After 15 years of continuous service	\$600.00
After 20 years of continuous service	\$1,000.00
After 25 years of continuous service	\$1,300.00
After 30 years of continuous service	\$1,600.00
After 35 years of continuous service	\$1,900.00

A longevity payment shall be made to all part-time employees regularly working 20 or more hours according to the following guidelines:

After 15 years of continuous service	\$100.00
After 20 years of continuous service	\$200.00
After 25 years of continuous service	\$300.00
After 30 years of continuous service	\$400.00
After 35 years of continuous service	\$500.00

23.2 In no case shall a full-time employee receiver total increment beyond \$1,900.00 for such longevity service.

23.3 Longevity increments shall become effective on employees first anniversary following the fifteenth (15) years' service.

ARTICLE 24: Wages

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24.0 Wages shall be increased as follows and shall be established as set forth in Appendix (*salary scale prepared by the Finance Department, and attached hereto*).

Effective July 1, 2021:

- Employees are placed on the closet step to but not less than their current rate.

- \$500.00 one-time payment to each employee

Effective July 1, 2021:

1-Jul-21	Assistant Director Grade 12	Office Manager Grade 10	SR Librarian Grade 11	Librarian Grade 10	Asst Librarian Grade 9	Library Asst Grade 7	Page Grade 3
Step 1	36.67	29.22	32.73	29.22	26.56	21.18	
Step 2	37.58	29.95	33.55	29.95	27.23	21.71	
Step 3	38.52	30.70	34.39	30.70	27.91	22.25	
Step 4	39.48	31.47	35.25	31.47	28.61	22.81	
Step 5	40.47	32.25	36.13	32.25	29.32	23.38	
Step 6	41.48	33.06	37.03	33.06	30.05	23.96	
Step 7	42.52	33.89	37.96	33.89	30.81	24.56	
Step 8	43.58	34.73	38.91	34.73	31.58	25.18	
Step 9	44.67	35.60	39.88	35.60	32.37	25.81	
Step 10	45.79	36.49	40.88	36.49	33.17	26.45	
Step 11	46.93	37.40	41.90	37.40	34.00	27.11	
Step 12	48.10	38.34	42.95	38.34	34.85	27.79	

Bailey: Grade 10 Step 6 \$33.06
 Calouro: Grade 9 Step 3 \$27.91
 Edlund: Grade 7 Step 4 \$22.81
 Gerald: Grade 12 Step 3 \$38.52
 McCoy: Grade 7 Step 8 \$25.18
 Plouffe: Grade 9 Step 6 \$30.05
 Sekerke: Grade 10 Step 5 \$32.25
 Stefani: Grade 10 Step 7 \$33.89

Effective July 1, 2022:

1-Jul-22	Assistant Director Grade 12	Office Manager Grade 10	SR Librarian Grade 11	Librarian Grade 10	Asst Librarian Grade 9	Library Asst Grade 7	Page Grade 3
Step 1	37.04	29.51	33.06	29.51	26.83	21.39	
Step 2	37.96	30.25	33.88	30.25	27.50	21.93	
Step 3	38.91	31.01	34.73	31.01	28.19	22.47	
Step 4	39.87	31.78	35.60	31.78	28.89	23.04	
Step 5	40.87	32.57	36.49	32.57	29.61	23.61	
Step 6	41.89	33.39	37.40	33.39	30.35	24.20	
Step 7	42.95	34.23	38.34	34.23	31.11	24.81	
Step 8	44.02	35.08	39.30	35.08	31.89	25.43	
Step 9	45.12	35.96	40.28	35.96	32.69	26.07	
Step 10	46.25	36.85	41.29	36.85	33.51	26.71	
Step 11	47.40	37.77	42.32	37.77	34.34	27.38	
Step 12	48.58	38.72	43.38	38.72	35.20	28.07	

Bailey: Grade 10 Step 7 \$34.23
 Calouro: Grade 9 Step 4 \$28.89
 Edlund: Grade 9 Step 1 \$26.83
 Gerald: Grade 12 Step 4 \$39.87
 McCoy: Grade 7 Step 9 \$26.07
 Plouffe: Grade 9 Step 7 \$31.11
 Sekerke: Grade 10 Step 6 \$33.39
 Stefani: Grade 10 Step 8 \$35.08

Effective July 1, 2023:

1-Jul-23	Assistant Director Grade 12	Office Manager Grade 10	SR Librarian Grade 11	Librarian Grade 10	Asst Librarian Grade 9	Library Asst Grade 7	Page Grade 3
Step 1	37.41	29.81	33.39	29.81	27.10	21.61	
Step 2	38.34	30.55	34.22	30.55	27.78	22.15	
Step 3	39.29	31.32	35.08	31.32	28.47	22.70	
Step 4	40.27	32.10	35.96	32.10	29.18	23.27	
Step 5	41.28	32.90	36.85	32.90	29.91	23.85	
Step 6	42.31	33.72	37.78	33.72	30.66	24.44	
Step 7	43.37	34.57	38.72	34.57	31.42	25.05	
Step 8	44.46	35.43	39.69	35.43	32.21	25.69	
Step 9	45.57	36.32	40.68	36.32	33.02	26.33	
Step 10	46.71	37.22	41.70	37.22	33.84	26.98	
Step 11	47.87	38.15	42.74	38.15	34.69	27.65	
Step 12	49.07	39.11	43.81	39.11	35.55	28.35	

Bailey:	Grade 10 Step 8	\$35.43	
Calouro:	Grade 9 Step 5	\$29.91	
Edlund:	Grade 9 Step 2	\$27.78	
Gerald:	Grade 12 Step 5	\$41.28	
McCoy:	Grade 7 Step 10	\$26.98	
Plouffe:	Grade 9 Step 8	\$32.21	← typo
Sekerke:	Grade 10 Step 7	\$34.57	
Stefani:	Grade 10 Step 9	\$36.32	

ARTICLE 25: Labor-Management Meetings

25.0 Labor-Management meetings shall be arranged to be held regularly at least twice a year, for the purpose of administering the Agreement. These meetings shall not be used for contract negotiations or grievances. These meetings shall be scheduled by the Director in consultation with the Union President. Other labor-management meetings may be held with the mutual agreement of both President of the Union and the Library Director.

ARTICLE 26: Personal Days

26.0 All full-time and permanent part-time employees, as defined in 7.0, will be granted three (3) personal days of paid leave (non-cumulative) each calendar year, which shall be requested in advance, and must be approved by the Department Head. The employee will not be required to divulge the purpose of taking personal days. Said personal days shall be for the purpose of conducting personal business that cannot be conducted outside of normal working hours.

ARTICLE 27: Performance Appraisal/Evaluations

Section 1. Pre-evaluation meetings.

- In the early part of the fiscal year, a meeting will be held between the employee and the supervisor to discuss relevant goals for the year.
- Each employee must be aware of the expectations of his/her particular position. Therefore, a current job description will be the basis for the employee's primary activities and duties.
- The supervisor and employee will mutually determine goals and the actions necessary to achieve them, and such shall be recorded.
- At mid-year an informal discussion between the supervisor and employee will be held to review progress made toward goals.

Section 2. Evaluations

At year's end an evaluation of the employee will be conducted by the supervisor with full knowledge of the employee.

The fundamental purpose of the performance appraisal process involves the improvement of professional growth and development. Evaluations are based upon the following criteria:

- a. *Attendance:* The degree to which the employee reports for and remains at work as required. This includes rate of absenteeism; both excused and unexcused; how the employee's attendance affects the ability of the work unit to complete work objectives; and punctuality.
- b. *Work habits:* The degree to which the employee follows instructions and observes work rules. Specifically, the employee will be evaluated with respect to how work instructions are followed; care and use of equipment; and concern for safety regulations.
- c. *Dependability:* The degree to which an employee can be relied upon to accept responsibility and complete work assignments. This pertains to reliability for meeting deadlines and following instructions; and the degree to which an employee can be relied upon to get the job done.
- d. *Quantity of Work:* The amount of acceptable work produced. This pertains to circumstances under which work is performed (space, equipment available, etc.); and the amount of work produced relative to employee assignments. Specifically, employees will be evaluated with respect to self-reliance in completing assignments.
- e. *Relations with co-workers:* The degree to which an employee gets along with other employees on the

job. Specifically, employees will be evaluated with respect to willingness to cooperate and be helpful to co-workers.

- f. *Adaptability*: The degree to which an employee adjusts to new or different work situations.

Specifically, employees will be evaluated with respect to application of job knowledge and skills to new or unfamiliar work.

- g. *Public Contact*: The manner in which the employee deals with the public through telephone conversation, correspondence or face- to-face contact. Specifically, employees will be evaluated with respect to honesty, tact, helpfulness, and courtesy; how the employee presents himself/herself, and effectiveness in handling difficult confrontations.

DEFINITIONS OF PERFORMANCE LEVELS

Unsatisfactory: The employee's performance consistently fails to meet work requirements. The employee shows either an unwillingness or inability to improve. It characterizes an employee whose performance is well below average. This is assessed only if the individual fails to achieve an appropriate degree of improvement in response to an evaluation of "improvement needed" during the previous rating period.

Needs Improvement: The employee's performance sometimes fails to meet work requirements. This rating indicates performance that is sometimes less than satisfactory and requires that steps be taken to improve performance. It characterizes an employee whose performance is sometimes below average.

Good: The employee's performance regularly meets work requirements. The employee regularly demonstrates a willingness and ability to meet an acceptable level of performance. Work is consistently well done and is consistent with desired job standards. It characterizes a competent employee.

Very Good: The employee's performance often exceeds work requirements. The employee demonstrates an ability to exceed an acceptable level of performance. It characterizes an employee who does more than what is expected of him/her.

ARTICLE 28: Lay-Offs

28.0 For a period of two (2) years following lay-off, former employees shall be rehired to any positions to be filled by the public library for which they are deemed to be qualified. A former employee so notified that an opening exists shall have seven (7) working days from receipt of certified notice to notify the Town of Bridgewater of his/her acceptance and said former employee must return to work within four (4) calendar weeks of his/her acceptance.

ARTICLE 29: Volunteer Program

29.0 The volunteer program will continue in accordance with past practice. No volunteer shall be allowed to

perform bargaining unit work nor replace former funded position. A joint labor management committee will approve future job descriptions for volunteers.

ARTICLE 30 - Health & Safety

30.0 A Health & Safety Committee comprised of two (2) individuals representing the Association and two (2) individuals representing the Town/Library will be established to discuss health and safety issues in the workplace. The committee shall make recommendations to the respective parties to resolve the issue. Perceived unsafe conditions shall be reported to the Committee.

ARTICLE 31: Duration of the Agreement

Duration of the Agreement shall be effective as of July 1, -2021, and shall continue until June 30, -2024, and shall be automatically renewed from year to year thereafter, unless either party services upon the other written notice of the desire to modify or terminate this Agreement. If such notice is served, negotiations shall commence between the parties of February 1, -2024.

This Agreement entered into this ____ - ____ day of October, 2022.

For the Town of Bridgewater

For the Bridgewater Library Staff Association Local 4928,
MLSA, AFTMA , AFL -CIO

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