

COPY

AGREEMENT  
BETWEEN

THE TOWN OF NORTH READING

AND

THE NORTH READING LIBRARY STAFF  
ASSOCIATION LOCAL 4928, MLSA  
AFT MASSACHUSETTS, AFL-CIO

JULY 1, 2021 THROUGH JUNE 30, 2024

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THE NORTH READING LIBRARY STAFF ASSOCIATION LOCAL 4928, MLSA  
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**PREAMBLE**

This Agreement is entered into by the Town of North Reading, Massachusetts, hereinafter referred to as the Employer and the North Reading Library Staff Association affiliated with the Massachusetts Library Staff Association, Local 4928, AFT Massachusetts, AFL-CIO, hereinafter referred to as the Union. Has as its purposes, 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.

**ARTICLE 1**

***Recognition***

**1.0** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all permanent employees of the Library who are regularly assigned to work for a minimum of ten (10) hours per week, excluding the Director and the Assistant Director. The employer will not aid, promote, or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with any such groups, or individual for the purpose of undermining the Union or changing any conditions contained in this Agreement.

**ARTICLE 2**

***Union dues and Agency Fees***

**2.0** In accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended, the Employer will deduct from the pay of each employee for whom the Employer has received a check-off authorization form executed by the employee, union dues in an amount specified by the Union. The Employer will make the necessary deductions on a monthly basis and remit the aggregate amount to the Union along with a list of the employees for whom dues were deducted. The Union shall give the Employer at least sixty (60) days' notice of any change in dues. The Authorization of Dues Form is attached hereto as Appendix B.

**2.1** The Town Treasurer shall transmit monthly to the Union Treasurer the deducted union dues, together with a list of employees from whose wages such union dues shall have been deducted. The Town Treasurer may require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer with the provisions of Section 17A and 17G of Chapter 180 of the General Laws.

**ARTICLE 3**

***Discrimination***

**3.0** Neither party to this Agreement will discriminate against any individual who is a member of a legally-protected class as defined pursuant to the laws of the Commonwealth of Massachusetts or the United States of America. Further, neither the Town nor the Union, shall discriminate against an employee based on Union membership or non-membership or participation or non-participation in Union activities.

## **ARTICLE 4**

### ***Grievance Procedure***

#### **4.0**

*Step 1.* The Union Steward and/or representative, with or without the aggrieved employee, shall present the grievance in writing to the Library Director within ten (10) calendar days of the date of the grievance or his/her knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond to the Steward within ten (10) calendar days of its presentation.

*Step 2.* If the grievance remains unresolved following Step 1, it shall be presented to the Town Administrator in writing within fifteen (15) calendar days after the response of the Library Director is due. The Town Administrator shall conduct such investigations and hold such hearings, as he deems advisable. In any event, the Town Administrator shall answer the grievance within fifteen (15) calendar days of its presentation to him.

*Step 3.* If the grievance remains unresolved following Step 2, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) calendar days of the Step 2. Answer. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association with a copy to the Town Administrator.

*Step 4.* The arbitration shall be conducted pursuant to the then existing rules of the American Arbitration Association. The costs of the arbitrator's service and any fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, provided the arbitrator makes no decision, which alters amends, adds to, or subtracts, from the revisions of this Agreement. Failure by the Union to file and process a grievance in accordance with the time limits set forth herein shall be deemed a waiver of the grievance. The time limits for the response to the grievance in Steps 1 through 3 may be extended by mutual agreement of the Union and the Employer.

## **ARTICLE 5**

### ***Discipline***

**5.0** No disciplinary action will be taken without just cause.

## **ARTICLE 6**

### ***Seniority***

**6.0** The employer will use seniority to select a candidate for promotion, transfer or assignment when one (1) or more candidates are deemed to be equally qualified.

**6.1** Inverse seniority shall determine the order of termination of employees resulting from a reduction in staff among those employees similarly qualified.

**6.2** Employees, who are laid off as a result of a reduction in force, shall be placed on a recall list. Employees shall be recalled to either their previous position, if available, or to a position that is available due to a vacancy if so qualified or trained, due to reinstatement, or due to being newly created, in order of seniority, the last to be laid off will be the first to be recalled. Notice of recall shall be mailed to the last known address of the employee. Employees shall respond in writing to the notice of recall within 30 days. Employees shall remain on the recall list for up to three (3) years and have the right to refuse a position one time. Employees shall be reinstated with all the benefits that they had prior to the reduction in force. Employees who refuse more than one position offered at his/her previous pay level shall be removed from the recall list. If an employee accepts a position at a lower pay level, he/she

will be paid on that particular pay schedule.

**6.3** In the event it is necessary to reduce the workforce, the Town shall notify the Union at least thirty (30) days in advance of the need for reductions. The parties shall then meet in an attempt to determine ways to avoid any reductions in force. When reductions remain necessary, voluntary reductions that allow for the continued proper operation of the Library shall occur prior to forced reductions. If further reduction remains necessary, inverse seniority, by title, shall determine the order of termination of employees resulting from a reduction in staff among those employees similarly qualified.

**6.4** All newly appointed employees covered by the agreement are on probation for the first six (6) months. The probationary period may be extended by the number of day(s) the employee may be absent from work or by mutual, written agreement with the Union.

At least fifteen (15) working days prior to the expiration of the probationary period, the department head will evaluate the employee in writing and will notify the employee whether, based on performance to date:

- The employee will successfully complete the probationary period.
- The probationary period will be extended for an additional three (3) months, one time only.
- The employee will be discharged.

If the aforementioned stipulations are met, the new employee may be terminated for any reason within the probationary period, and the terminated employee does not have access to the grievance procedure or arbitration.

## **ARTICLE 7**

### ***Hours of Work and Overtime***

**7.0** The "normal" workweek of employees covered by this Agreement shall be thirty five (35) hours per week worked on a regular schedule established by the Library Director. When any such employee is required by the Library Director to work for a period in excess of said "normal work week, such additional work will be considered "overtime" and shall entitle the Employee to compensatory time at the rate of one and one-half (1 1/2) times the overtime hours worked; except the employees covered by this Agreement will be entitled to compensatory time at twice the number of overtime hours required to be worked on a day which is agreed to be observed as a holiday under the terms of this agreement. Such compensatory time off as an Employee covered by this Agreement shall be entitled to, shall be taken in such amounts and at such time as are agreed to by the Employee and the Library Director. At no time shall the amount of accrued compensatory time exceed thirty-five (35) hours. No bargaining unit member shall be required to work on Sunday unless it is voluntary. Part time employees working on Sundays will be paid an additional \$5.00 per hour above their base hourly wage for time worked on Sunday.

**7.1.** Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of two (2) hours of overtime pay.

**7.2** When part-time employees are scheduled to perform "closing up procedures" they will be paid for 15 minutes beyond the scheduled closing time; salaried employees will receive compensatory time at a mutually agreeable time as arranged with the Library Director or his/her designee when they perform this function.

**7.3** Lunch and/or dinner breaks will be scheduled for one hour. Lunch breaks on

Saturdays will be scheduled for one half-hour. Library technicians working a Saturday seven (7) hour day will work from 9:45 a.m. to 5:15 p.m.

7.4 In the event of an emergency, full time employees who are called in to work shall receive a minimum of two (2) hours of overtime pay; part time employees shall receive a minimum of two (2) hours of regular pay.

7.5 The library will provide space for a water cooler for the employees.

7.6 Shift Differential - Members covered by this agreement will receive an additional \$1.00 per hour for work after 5:00 p.m. and Saturday.

7.7 Working out of Classification - In the event employees apply for and are appointed to temporary positions, the employees will be paid at the next highest rate of pay at the next higher grade once they have worked and completed seven (7) consecutive workdays.

7.8 Break Clause - Employees shall receive one fifteen (15) minute break for each four (4) hour period of work.

7.9 Full-time employees who are scheduled to work on a Saturday shall be given an equal amount of compensatory time to be taken within the same pay period. Normally, such compensatory time will be taken on the Friday before or Monday after that Saturday, however such time may be taken on another day within the same pay period at the discretion of the Library Director or Assistant Director.

7.10 The Library Director at her/his discretion may conduct staff meetings, some of which may be mandatory and others at the employee's discretion (with some mandatory for some employees and optional for others). Employees require or permitted by the Library Director to attend said meetings shall be compensated at the appropriate rate of pay or compensatory time. Employees shall be given at least ten (10) working days' notice prior to any mandatory staff meetings, unless said meeting is prompted by a safety concern.

## **ARTICLE 8**

### ***Association Representatives, Activity and Security***

8.0 A written list of Union Representatives shall be furnished to the Town immediately upon their designation or election. Written notices of any change to the list shall be given to the Town as soon as the change takes place.

8.1 (a) The Employer agrees not to discharge, discriminate against, interfere with, restrain, or coerce in any way Employees covered by this Agreement because of Union membership or lawful Union activities.

(b) This Agreement constitutes the full and complete agreement between the parties and supersedes all prior agreements between the parties or their representatives, oral or written, including all practices not specifically preserved by the express provisions of this Agreement. This Agreement is the entire agreement between the parties and is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

(c) The Town agrees to deduct Union dues from salaries of members.

(d) Officers and bargaining committee members of the Union involved in contract negotiations will not lose compensation for discussion time spent with the Town.

(e) The Town agrees to inform the Union of eligibility, names and addresses of new Employees or current Employees whose changed working conditions make them eligible for membership.

(f) Leave without loss of pay for authorized representatives of the Union shall be allowed for the processing and investigation of grievances and to attend no more than three (3) local meetings relating to said Union, totaled between all union representatives, upon approval of the Library Director. Attendance of the Insurance Advisory Committee (IAC meetings when called by the Employer will not be counted toward the three (3) meeting limit.

**ARTICLE 9**

***Holidays***

**9.0** The following holidays shall be paid for employees who are bargaining unit members who would be normally scheduled to work that day. Unless otherwise determined by the State as a "legal" holiday (not to be confused with "Proclamations"), the holidays which are agreed to be observed under the terms of this Agreement are as follows:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Washington's Birthday  | Veterans Day           |
| Patriot's Day          | Thanksgiving Day       |
| Memorial Day           | Day After Thanksgiving |
| Juneteeth              | Christmas Day          |
| Independence Day       |                        |

The holidays observed under this Agreement include both those defined under General Laws, chapter 4, section 7, as well as the Friday immediately following Thanksgiving. The current legal/statutory holidays are subject to change if a new legal holiday is added or an existing holiday is removed from the statute. In the event that a new legal holiday is added by statute, it will be observed by the parties. In the event that any existing holiday is no longer recognized, it will be deleted and/or otherwise not observed by the parties.

When any of the above holidays falls on a Saturday, it shall be observed on the preceding Friday unless. When any of the above holidays falls on a Sunday, it shall be observed on the following Monday.

When December 25th occurs on a workday, or on the day immediately following the end of the workweek, Employees shall be granted paid leave for the remainder of the day prior to the holiday, beginning at 12:00 Noon.

On New Year's Eve (December 31st), the library will close no later than 5:00 p.m.

**ARTICLE 10**

***Vacations***

**10.0** All Employees covered by this Agreement shall be entitled to annual vacation as follows: Employees hired prior to ratification – April 24, 2017

<b>Years of Service</b>	<b>Paid vacation (in weeks)</b>
6 months < 1 year	1
1 year < 5 years	2



5 years < 10 years	3
10 years < 15 years	4
15 years or more years	5

Any bargaining unit employee hired after January 1, 2017 shall have the following vacation allotment earned in monthly accruals in accordance with the following grid:

<u>Years of Service</u>	<u>Monthly Accrual of Paid Vacation Days</u>	<u>Yearly total (in weeks)</u>
0 < 5 years	0.833 days per month	2
5 years < 10 years	1.250 days per month	3
10 years < 20 years	1.667 days per month	4
20 or more years	2.083 days per month	5

**10.1** Employees shall have the right to carry over into the following year up to two (2) weeks of vacation time.

**10.2** If a holiday occurs during an Employee's vacation, that day shall not be charged as a vacation day.

**10.3** The Employer and the Union agree to comply with the current version of the Massachusetts General Laws covering Military Leave.

**10.4** Whenever the employment of any permanent employee is terminated during a year by dismissal through no fault or delinquency on their part, or by resignation, retirement or death without having been granted the vacation to which they are entitled, they, or in case of their death, their estate, shall be paid, at the regular rate of compensation payable to them at the termination of their employment, an amount in lieu of the remaining time in their vacation account which shall be prorated if less than one (1) year has transpired since the employee's last vacation eligibility.

**10.5** The Library Director shall notify each employee twice yearly of the number of vacation days she/he has, the number carried over including the expiration date and the dates of used vacation.

**ARTICLE 11**

***Sick Leave***

**11.0** Effective January 1, 2020 all employees will accrue sick leave on a monthly basis. All employees hired prior to June 1, 2017 shall accrue sick days at a rate of 1.25 days per month. All employees hired after June 1, 2017 shall accrue sick days at a rate of 1.00 days per month. For employees of less than one year of service, sick leave shall begin to be accumulated beginning on the first day of the month of their first full month of service. Sick leave shall be pro-rated for part-time employees whose hours of work follow a regular schedule.

Up to seven (7) days of sick leave per year may be used by an employee to care for an immediate family member during that person's illness.

**11.1 Extended Sick Leave**

If an Employee has used up all of his personal sick leave, then the Town may grant certain extended sick leave payments to an Employee during periods of major illness and/or extended

periods of hospitalization of convalescence upon the request of the Library Director, and subject to the prior approval of the Town Administrator. The benefit shall not apply to any absence due to pregnancy.

The maximum cumulative extended sick leave payments, which may be made pursuant to this Section during a twelve (12)month period, shall be as follows:

**Extended Sick Leave Pay**

<u>Length of Continuous Service</u>	<u>Full Pay</u>	<u>Half Pay</u>
Less than 6 months	1 week	None
6 months to 1 year	2 weeks	None
1 year to 5 years	4 weeks	2 weeks
5 years to 10 years	6 weeks	3 weeks
10 years to 15 years	8 weeks	4 weeks
15 years to 20 years	10 weeks	5 weeks
20 years to 25 years	12 weeks	6 weeks
More than 25 years	14 weeks	7 weeks

**11.2 Sick Leave Buy-Back**

a) Upon retirement or death, Employees retiring on or prior to June 29, 2021 shall be compensated for 60% of their accumulated sick leave up to a maximum payment of \$4,000. Employees retiring, or upon death, on or after June 30, 2021 shall be compensated, upon death or retirement, for 60% of their accumulated sick leave up to a maximum of \$2,000.00.

The rate of compensation shall be based upon the current rates of pay at that time, and one day’s pay shall be based upon the average daily hours worked by the individual during the last three years of employment. In the event of an Employee’s death, the above payment shall be made to the Employee’s estate.

Payment of this benefit shall be treated separate and apart from salary and shall not be considered part of base pay for retirement or any other purposes.

**11.2.1** In order for a retiring employee to be eligible for a sick leave buy-back he/she must provide a minimum of thirty (30) days’ notice before their last work day to qualify for compensation. Failure to provide this notice will result in the forfeiture of any sick leave buy-back payment. This notice requirement will not apply in the event of the employee’s death.

**11.2.2** Employees hired on or after July 31, 2022 will no longer be eligible for a sick leave buy-back.

**11.3** The Library Director shall notify each employee twice yearly of the number of sick days she/he has and the dates of used sick leave.

**11.4 Light Duty**

Employees temporarily unable to perform full library duties because of work related, non-work related injury or otherwise may, with proper medical authorization be assigned to work at a light duty assignment for a period not to exceed 180 days by approval of the Town Administrator in consultation with the Library Director. All employees will be required to have medical authorization from their own and/or a town appointed physician. Appeals of a physician's decision will be determined by a third physician mutually agreed upon by the employee and the Town's physician. Sick time may be used to supplement the employee's time between the light duty assignment and their regular assignment should they not return to their full work period. Light duty may be extended up to an additional 180 days upon certification of a physician that the employee is still unable to perform full duties by approval of the Town Administrator in

consultation with the Library Director. Upon completion of the light duty assignment if the employee is unable to resume full duties, she/he may utilize their remaining sick leave until they are able to return to full duties.

**ARTICLE 12**

***Maternity Leave***

**12.0** Maternity Leave shall be in accordance with Section 105D of Chapter 149 of the General Laws.

**ARTICLE 13**

***Jury Pay***

**13.0** Leave for jury duty shall be in accordance with Section 105D of Chapter 147 of the General Laws.

**ARTICLE 14**

***Bereavement Leave***

**14.0** In the event of a death in the immediate family of an Employee, the Employee shall be entitled to up to five (5) days off without loss of pay. For purposes of this Section, "immediate family" shall include the following: spouse, father, mother, brother, sister, child, grandparents, mother-in-law, father-in-law and any person permanently living in the home of the Employee. The preceding shall also apply to step relatives.

**14.1** In the event of the death of a son-in-law, daughter-in-law or a grandchild, the Employee shall be entitled to four days off without loss of pay to grieve and or to attend the wake, funeral or memorial services. The preceding shall also apply to step grandchildren.

**14.2** In the event of the death of a first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law or other extended family member of the Employee, the Employee shall be entitled to one (1) day off without loss of pay to grieve and/or to attend the wake, funeral or memorial services.

**14.3** One (1) additional bereavement leave day may be granted at the Library Director's discretion.

**ARTICLE 15**

***Military Leave***

**15.0** Leave for military duty shall be in accordance with Section 52A of Chapter 149 of the General Laws.

**ARTICLE 16**

***Job Posting and Bidding***

**16.0** 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 noted in writing at the time of posting. This notice of vacancy shall remain posted for seven (7) days. Employees shall apply in writing within the seven-day period.

**16.1** In selecting applicants, if they are equally qualified, preference will be internal over external applicants.

**ARTICLE 17**

***Bulletin Board***

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

**ARTICLE 18**

***Group Insurance***

**18.0** The Employer will continue for the duration of this agreement to provide a group insurance plan that is substantially the same as it provides to other Town bargaining units. Members of the bargaining unit will be given the ability to choose any insurance plan that is offered to any other Town bargaining units.

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

**ARTICLE 19**

***Management Rights***

**19.0** Except as otherwise expressly provided by the terms of this Agreement, the management and control of the Union employees, and the determination of policy and operations of the Library Department having employees who are members of the Union are vested solely in, and shall remain the sole right, responsibility, and prerogative of the Town Administrator and the Board of Selectmen and their designee's. Provided further, that only as otherwise expressly provided by the terms of this Agreement, nothing herein shall be construed to in any way alter, modify, change, or limit the authority of the Town Administrator or Board of Selectmen as provided by law of the Charter or General By-Law of the Town of North Reading.

**ARTICLE 20**

***Longevity***

**20.0a** Employees who were hired prior to the date of ratification-April 24, 2017 covered by this Agreement shall receive longevity payments in accordance with the following schedule:

<b>Years of Service</b>	
After five (5) years	\$600.00
After ten (10) years	\$900.00
After fifteen (15) years	\$1,200.00
After twenty (20) years	\$1,500.00
After twenty five (25) years	\$1,800.00

**20.0b** Bargaining unit employees hired after January 1, 2017 shall have his/her longevity capped at nine hundred dollars (\$900.00)

Longevity payments will be pro-rated according to hours of work for employees working ten (10) hours or more but under thirty-five (35) hours per week.

For purposes of this section, continuous service shall be measured from the Employee's first day of employment to the date of payment each year and longevity payments shall be made to qualifying Employees on the first payday following their anniversary date.

Should an Employee leave the service of the Town and then return at a later date, said Employee shall be credited all previous employment time for longevity purposes, provided the latter term of employment is for at least an uninterrupted two (2) year period.

**ARTICLE 21**

***Wages***

**21.0**

1. July 1, 2021: Across-the-board increase of 1.0%
2. Due to current and projected market forces and the desire to retain committed and qualified staff, effective April 1, 2022 the parties agree to:
  - a. Eliminate the titles and work/job description distinctions between “Tech 1” and “Tech 2”. The new designation will be “Technician”;
  - b. Adopt the new salary schedule/grid (below);
  - c. Employees currently on Tech 1, Step 7 of the old grid will be placed at Technician Step 3 of the new scale/grid;
  - d. Employees currently on Tech 1, Step 8 of the old grid will be placed at Technician Step 4 of the new scale/grid;
  - e. Employees currently on Tech 2, Step 8 of the old grid will be placed at Technician Step 6 of the new scale/grid;
  - f. Department Heads will be placed on Step 2 of their new scale; and
  - g. Page will receive a 2.0% increase.
3. Pay grids effective April 1, 2022

TECHNICIAN	
STEP	Hourly Rate
1	\$21.14
2	\$21.57
3	\$22.01
4	\$22.46
5	\$22.92
6	\$23.39
7	\$23.86
8	\$24.35

DEPT. HEAD	
STEP	Hourly Rate
1	\$28.16
2	\$28.89
3	\$29.60
4	\$30.31
5	\$30.99
6	\$31.67
7	\$32.34
8	\$33.00

4. July 1, 2022: Across-the-board increase of 1.25% for Technicians and Department Heads and a 2.0% for Pages.
5. July 1, 2023: Across-the-board increase of 1.0% for Technicians and Department Heads and a 2.0% for Pages.

Wages shall be established as set forth in Appendix A attached hereto and made part hereof.

- b. Should the minimum wage be increased and signed into law during the term of this

contract, the hourly salary of the library page shall be no less than \$1.00 above the newly increased minimum wage.

**21.1** Employees who volunteer to tend to the book drop as requested by the Library Director, shall receive a payment of twenty-five dollars (\$25.00) per instance. This payment may be earned a maximum of one (1) time per day.

**21.2** The Town has the right to transition bargaining unit members to a bi-weekly payroll upon notice and will, upon doing so, provide statements electronically with the ability to print said statements.

## **ARTICLE 22**

### ***Labor Management Meetings***

**22.0** 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.

Either party may initiate meetings, and the meetings shall take place after consultation and mutual agreement with the other party as to agenda, sufficient notice, date, etc.

## **ARTICLE 23**

### ***Personal Leave***

**23.0** Employees covered by the terms of this Agreement shall, if requested by the Employee, be granted three (3) days per calendar year of personal leave.

**23.1** Newly hired employees will accumulate personal leave as follows:

Employees hired between September 1st and December 31st will be entitled to one (1) personal day.

**23.2** Said personal leave is to be used only for an unusual occurrence, or so that the Employee can attend to a matter not in the normal course of events. Said personal leave may be taken only if prior approval has been received from the Library Director.

**23.3** Any unused personal days at the end of the calendar year will be converted and accrued to the Employee's sick leave accumulation.

**23.4** One (1) additional personal leave day may be granted to employees at the Town Administrator's discretion.

## **ARTICLE 24**

### ***Tuition Reimbursement***

**24.0** Full reimbursement for tuition and books for job related education (courses, seminars, conferences and the like) approved in advance by the Library Director, shall be made by the Town to the Employee. Employees are encouraged to submit requests for approval in a timely fashion to facilitate budgetary planning and administration.

Reimbursement shall be subject to the following requirements:

- a) Minimum performance requirement for reimbursement shall be a "B", or "Pass" in the case of a Pass/Fail course;

- b) Reimbursement is to be paid back if the employee is terminated, resigns, or retires within three years of the reimbursement payment. The union is indemnified against any liability to pay on behalf of an employee who owes the Town a repayment of reimbursed funds;
- c) All reimbursements are subject to appropriation as well as prior approval by the Library Director;
- d) In the event a bargaining unit employee receives a reduction on the cost of tuition by way of scholarship and/or grant, the Employer shall reimburse the difference between the amount of tuition and the scholarship and / or grant; and
- e) The Board of Selectman may develop additional policies regarding tuition reimbursement. Should a policy be developed that has an impact on a mandatory subject of bargaining, the parties shall negotiate in good faith.

**24.1** Funding for educational assistance as outlined in this Article shall be budgeted for and specifically approved in the current budget prior to approval of said benefit. The employees shall notify the Library Director no later than April 1st of anticipated tuition reimbursement for the next fiscal year.

**24.2** Professional Development Day. Employees will be eligible to take up to one (1) professional development day annually. Notice of any such day shall be provided at least seven (7) days in advance. Such day shall be scheduled mutually with the Library Director or his/her designee. Professional development day may include but not be limited to activities that promote advancement in an employee's research skills and/or general knowledge.

b.) All requests are subject to approval by the Library Director who may require documentation as to the successful completion of any course(s) or program(s) taken.

## **ARTICLE 25**

### ***Inclement Weather***

**25.0** If the temperature on the thermometer reaches 90 degrees Fahrenheit or below 60 degrees Fahrenheit on a specific floor in the library, employees may request to be reassigned to another floor in the library. If the temperature on the thermometer reaches 90 degrees Fahrenheit or below 60 degrees Fahrenheit throughout the building, employees will be dismissed for the balance of the day, and shall not suffer monetary nor personal leave (e.g., vacation) loss due to such dismissals. Notice of the policy shall be posted in the employees break room. Reading of the thermometer and the decision as to release will be handled by the Town Administrator, or his/her designee, in consultation with the Library Director. In his/her absence, the acting Town Administrator will make the decision. In the event the Town Administrator decides to release employees due to inclement weather, the employees so released will be notified, and shall not suffer monetary nor personal leave (e.g., vacation) loss due to such dismissals.

**25.1** In the event of hazardous road conditions during the hours of operation due to inclement weather, if an employee chooses not to work their entire shift, they may do so by using vacation, personal, or compensatory time.

## **ARTICLE 26**

### ***Clothing Maintenance Allowance***

**26.0** In lieu of replacing any clothing damaged while working, the Town shall provide a clothing allowance of \$200.00 to employees covered by this agreement. The clothing allowance

shall be paid in the first pay period of each December during the terms of this agreement.

**ARTICLE 27**

***Standards of Conduct***

27.0 Employees shall at all times avoid any action which might result in, or create the impression of using public office for private gain, giving preferential treatment to any person, or lack of complete impartiality in conducting town business. Employees shall by their manner of speech, actions and appearance, act in a professional and respectful manner toward residents, public officials, and public employees at all times.

**ARTICLE 28**

***Duration of the Agreement***

28.0 This Agreement shall take effect at 12:01 a.m. July 1, 2021 and shall remain in effect until 12:00 midnight, June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 28<sup>th</sup> day of September 2022.

For the Town:

Michael P. Pellebrato

For the Union

Karen E. McCaughy  
Christina Minuti

**Town of North Reading Select Board**

[Signature]  
[Signature]  
[Signature]  
[Signature]



LIBRARY CONTRACT RATES: July 1, 2021 through June 30, 2024

Library Page Rates				
Previous	Effective July 1, 2021	Effective April 1, 2022	Effective July 1, 2022	Effective July 1, 2023
\$14.50	\$14.65	\$14.94	\$15.24	\$15.54

Department Head Rates

Steps	Previous	July 1, 2021 - 1.0%	Effective April 1, 2022 (New Salary Schedule)	July 1, 2022 - 1.25%	July 1, 2023 - 1%
1	\$40,998.00	\$41,408	\$51,251	\$51,892	\$52,411
2	\$42,636.00	\$43,062	\$52,580	\$53,237	\$53,769
3	\$44,340.00	\$44,783	\$53,872	\$54,545	\$55,090
4	\$46,114.00	\$46,575	\$55,164	\$55,854	\$56,413
5	\$47,963.00	\$48,443	\$56,402	\$57,107	\$57,678
6	\$49,879.00	\$50,378	\$57,639	\$58,359	\$58,943
7	\$51,874.00	\$52,393	\$58,859	\$59,595	\$60,191
8	\$53,948.00	\$54,487	\$60,060	\$60,811	\$61,419

Technician I Rates

Steps	Previous	July 1, 2021 1.0%
1	\$ 15.8379	\$ 15.9963
2	\$ 16.5616	\$ 16.7272
3	\$ 17.2163	\$ 17.3885
4	\$ 18.1121	\$ 18.2932
5	\$ 18.9275	\$ 19.1168
6	\$ 19.7546	\$ 19.9521
7	\$ 20.6849	\$ 20.8917
8	\$ 21.5118	\$ 21.7269

Technician Rates

Steps	Effective April 1, 2022 (New Salary Schedule)	July 1, 2022 - 1.25%	July 1, 2023 - 1%
1	21.1400	\$ 21.4043	\$ 21.6183
2	21.5700	\$ 21.8396	\$ 22.0580
3	22.0100	\$ 22.2851	\$ 22.5080
4	22.4600	\$ 22.7408	\$ 22.9682
5	22.9200	\$ 23.2065	\$ 23.4386
6	23.3900	\$ 23.6824	\$ 23.9192
7	23.8600	\$ 24.1583	\$ 24.3999
8	24.3500	\$ 24.6544	\$ 24.9009

Technician II Rates

Steps	Previous	July 1, 2021 1.0%
1	\$ 16.6191	\$ 16.7853
2	\$ 17.3771	\$ 17.5509
3	\$ 18.0892	\$ 18.2701
4	\$ 19.0081	\$ 19.1982
5	\$ 19.8809	\$ 20.0797
6	\$ 20.7308	\$ 20.9381
7	\$ 21.7071	\$ 21.9242
8	\$ 22.5798	\$ 22.8056

Approvers:

DocuSigned by:  
 Michael P. Gillette  
 Town Administrator  
 10/19/2022  
 Date

DocuSigned by:  
 Robert V. Collins  
 Human Resources  
 10/18/2022  
 Date

DocuSigned by:  
 [Signature]  
 Finance  
 10/18/2022  
 Date

DocuSigned by:  
 Sharon Kelleher  
 Department Head  
 10/18/2022  
 Date