

AGREEMENT BETWEEN

TOWN OF SANDWICH

AND

**SANDWICH PUBLIC LIBRARY STAFF ASSOCIATION,
MLSA, LOCAL 4928, AFT MA, AFL-CIO**



EFFECTIVE

JULY 1, 2022 TO JUNE 30, 2028

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ARTICLE 1
RECOGNITION

1.0 The Town recognizes the Union, Sandwich Library Staff Association, MLSA, AFT Massachusetts, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work and other conditions of employment for all full time and regular part time library employees including: librarians, circulation assistants I and II, reference librarians, technical services, archivist, and custodians, excluding the Library Director, Assistant Library Director, all managerial, confidential, temporary and seasonal employees, and all other employees.

1.1 The Town will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any terms contained in this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

The Employer and its agents retain all rights and powers that they have or may hereafter be granted by law in the Commonwealth of Massachusetts in managing and directing the library work force.

Said rights and powers shall include but are in no way to be construed as limited to, the right to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline or discharge employees for just cause; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work; to make reasonable rules and regulations; to determine reasonable work schedules; to determine the department organizational structure, new job classifications, staffing patterns, job descriptions, job duties and functions; and generally to control and supervise its operations and municipal affairs without hindrance and interference so long as all of the above are not in conflict with this Agreement and/or the provisions of M.G.L. c.150E.

The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as are provided for in this Agreement.

ARTICLE 3
EFFECT OF AGREEMENT

The Town has bargained collectively with the Union and set forth the terms and conditions reached in this Agreement with respect to wages, hours and all other conditions of employment for members of this bargaining unit. Prior to the execution of this Agreement, each of the parties made proposals or had the opportunity to make proposals concerning all matters which are the

legal subject of collective bargaining. The parties' discussions regarding the proposals have resulted in certain agreements, all of which have been incorporated in writing and in their entirety in this Agreement. There are no other agreements between the parties, verbal or written, express or implied, other than those stated in the Agreement.

This Agreement shall not be supplemented, added to, subtracted from, altered, amended or modified in any respect except by a document in writing signed by the authorized representatives of the parties hereto.

No provision of this Agreement shall be applied retroactively to any period of time prior to the effective date of this Agreement unless specifically stated herein.

ARTICLE 4 **EXCULPATORY CLAUSE**

It is hereby agreed that members of the Select Board, and the Town Manager acting as the Board's agent, shall not be personally liable in any way under this Agreement or for any representation expressed or implied pertaining to the within Agreement or the execution of the same.

ARTICLE 5 **WORK STOPPAGES**

Section 1 - Pursuant to Massachusetts General Laws Chapter 150E, the Union and its members agree not to engage, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by employees.

Section 2 - Should any of its members engage in any of the prohibited practices set forth above in Section 1, the Union shall immediately, in writing, order such members to return to work and immediately cease any such practices. The Town shall receive a copy of this written notice.

ARTICLE 6 **DUES DEDUCTION**

6.0 The Union dues of employees covered by this Agreement will be deducted each pay period by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the applicable provisions 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.

6.1 The Town Treasurer shall transmit monthly to the Union Treasurer the deducted union dues together with a list of the employees from whose wages such union dues 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 the General Laws.

6.2 The Union shall indemnify and hold the Town harmless from any and all claims, demands, suits, back pay, interest or other forms of liability however denominated which may arise out of, or by reason of, any action by the Town for the purpose of complying with any provision of this Article and/or Chapter 150E.

ARTICLE 7 **CORI AND FINGERPRINT CHECKS**

Employees shall be subject to CORI checks and a state and national fingerprint-based criminal background check (hereinafter collectively referred to as CORI information) consistent with the Town of Sandwich CORI Policy and applicable state laws. Any costs incurred will be borne by the Town.

ARTICLE 8 **REPORTING REQUIREMENTS**

Each bargaining unit member shall be obligated to report all accidents, incidents, thefts, and injuries to the Library Director as soon as reasonably practicable and shall complete an incident report, on a form provided by the Town, prior to completing his/her shift.

ARTICLE 9 **PERFORMANCE EVALUATIONS**

Bargaining unit members may be subject to written performance reviews on an annual basis by the Library Director and/or his/her designee, provided that said designee is a non-bargaining unit, managerial-level employee of the Library. The Town agrees to utilize an evaluation instrument which has been reviewed and approved by the Union and to notify and reach a mutual agreement with the Union of any proposed changes to the evaluation instrument prior to implementing any changes in the instrument.

ARTICLE 10 **HOURS/CONDITIONS OF WORK**

10.0 Definitions: For purposes of this Agreement, the following definitions shall apply to bargaining unit members.

- A. Regular full-time employee shall mean a bargaining unit member assigned to a position for an indefinite period of time who works a minimum of twenty (20) hours per week or more.

- B. Regular part-time employee shall mean a bargaining unit member assigned to a position for an indefinite period of time who works less than twenty (20) hours per week.

10.1 Sunday Hours: The Town reserves the right but not the obligation to operate and staff the Library on Sundays. Sunday hours shall be filled as follows:

- A. The Library Director, or his/her designee shall, on or before September 01 post a calendar of Sunday shifts available for the months of October through January and shall post a second calendar on or before January 01 for the months of February through April. These calendars will identify the shifts and positions which are available for each Sunday.
- B. Within fourteen (14) days of the posting of each Sunday calendar, all interested and eligible bargaining unit members (with the term “eligible” defined in Section 10.1(D) below) must identify in writing the Sunday dates and positions on which he/she is interested in working and for which position he/she is classified. The selection of Sunday dates and positions shall be available first to eligible, regular full-time bargaining unit members based upon seniority and then to eligible, regular part-time bargaining unit members based upon seniority until all available dates and positions have been filled.
- C. In the event that the number of interested and eligible bargaining unit members is not sufficient for the purpose of filling the available shifts and positions for any Sunday, the Library Director or his/her designee shall be entitled to assign available shifts and positions to non-bargaining unit substitute workers if available. In the event that the Library Director is unable to fill available shifts and positions with non-bargaining unit substitute workers, the Library Director shall be entitled to assign bargaining unit members on a rotating schedule first to eligible, regular part-time bargaining unit members based upon the most recent date of hire and then to eligible, regular full-time bargaining unit members based upon the most recent date of hire until all available dates and positions have been filled. In the event that there is not a sufficient number of non-bargaining unit substitute workers and/or eligible bargaining unit members, the Library Director reserves the right to assign any bargaining unit member in his/her discretion.
- D. The term “eligible bargaining unit member” as used in this Article 10.1 shall mean an employee whose Sunday work hours for any week, when combined with his/her non-Sunday work hours for that same week, do not result in the need for overtime compensation and/or any change in the member’s eligibility for group health insurance benefits pursuant to this Agreement and/or Town policies.
- E. Sunday hours shall not be used for the purpose of calculating any contractual benefits under this Agreement, including but not limited to any pro rata calculations based upon the average number of hours worked by a bargaining unit member.

F. Employees shall be paid an hourly rate differential as follows for Sunday hours worked: Librarians shall be paid an hourly differential rate of Fifteen Dollars (\$15.00) and Circulation Assistants and custodial staff shall be paid an hourly differential rate of Nine Dollars (\$9.00).

10.2 All employees' work schedules shall provide for a thirty (30) minute unpaid duty free meal period during each shift of six (6) hours or more. The meal period shall be scheduled by the Director or his/her designee.

10.3 **Unscheduled Closings.** The Town Manager or his/her designee, in his/her sole discretion, will determine closing or delayed opening of Town offices, including the Library, during the Town offices regular workweek of Monday through Friday 8:30 a.m. to 4:30 p.m. For times when Town offices are normally closed but the Library is scheduled to be open, the Library Director or designee shall, in his/her sole discretion, determine delayed opening or closing of the Library. If the Town offices remain open during a weather event and due to the weather an employee is unable to report to work, reports to work late or leaves early, that employee must take vacation or personal time for those hours or parts of hours absent from work. If neither of those options is available, the employee will not be compensated for those hours. In the event that the library is closed due to inclement weather or any other unforeseen circumstance (ex. power outage), those employees scheduled to work that day shall be paid their regular rate for that day.

10.4 Bargaining unit members may swap work hours for reasons of a personal nature provided:

- (1) that such substitution imposes no cost to the town;
- (2) that such substitution is requested from the Library Director at least two (2) days in advance except if emergency prevents such advance notice but further provided that decision to deny a request shall not be subject to the grievance or arbitration provisions of this Agreement; and,
- (3) that the employee shall remain primarily responsible to ensure that the shift is filled.

Swapping of duty hours must not result in an employee becoming eligible for overtime compensation and/or increased benefits under this Agreement.

10.5 Staff members who are required to attend staff meetings held during hours when they are not regularly scheduled to work shall be paid at their regular hourly rate.

10.6 Any work performed at the direction of the Library Director in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the regular rate of pay.

10.7 During work hours scheduled by the Library Director, a minimum of two (2) staff, not including the custodian, will be in the building at all times.

ARTICLE 11
SENIORITY

Seniority: The term “Seniority” as used by this Agreement shall mean total length of continuous service with the library, commencing with the earliest date of employment in a position covered by this Agreement.

ARTICLE 12
DISCRIMINATION

There shall be no discrimination by representatives of the Employer or representatives/employees of the Union against any employee whether covered or not by the terms of this Agreement because of race, creed, color, sex, age, sexual orientation, or gender identity.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

13.0 For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement. The written grievance shall designate the Article that the employee alleges has been violated.

13.1 Any grievance which may arise between the parties concerning the application, meaning, or interpretation of the provisions of this Agreement shall be settled in the following manner:

Step 1 – Library Director - The Chapter Chair and/or representative, with or without the aggrieved employee, shall submit the grievance in writing to the Library Director within five (5) working days after the employee knew or should have known of the occurrence, or failure of occurrence, of the incident upon which the grievance is based. The Library Director or his/her designee shall answer the grievance in writing within ten (10) working days.

Step 2 - Town Manager - If the matter has not been resolved at Step 1, it may be presented to the Town Manager within five (5) days after receipt of the written answer by the Library Director or within fifteen (15) days after presentation of the grievance to the Library Director, whichever occurs first. The Town Manager and the Union shall schedule a meeting to discuss the grievance at a mutually convenient time and date and the Town Manager shall answer the grievance in writing within ten (10) working days after such meeting.

Step 3 - Select Board - If the matter has not been resolved at Step 2, it may be presented to the Select Board within five (5) days after receipt of the written answer by the Town Manager or within fifteen (15) days after the meeting with the Town Manager to discuss the grievance, whichever occurs first. The Selectmen shall answer the grievance in writing within thirty (30) days of presentation.

Grievances involving matters of appointment to positions, removal from positions, discipline of employees, and administration of personnel policies, practices, rules and regulations shall bypass Step 3 and advance directly to arbitration at Step 4.

Step 4 – Arbitration - If the matter has not been resolved at Step 3, the Union, and only the Union, may submit the grievance to arbitration within twenty (20) days after receipt of the written answer by the Select Board or within forty (40) days after presentation of the grievance to the Selectmen, whichever occurs first. Submission to arbitration shall be accomplished by a letter addressed to the American Arbitration Association, postage prepaid, with a copy to the Select Board.

The Arbitrator shall be chosen from a panel under the rules of the American Arbitration Association. The cost of the arbitration, except for the costs of transcripts requested by one party, shall be shared equally by the parties.

The Arbitrator shall have no power to alter, amend, modify, add to or subtract from this Agreement or to make any decision which abridges or modifies the management rights of the Town. The decision of the Arbitrator shall be binding on both parties.

Where Steps 1 and 2 take place during working hours, the Chapter Chair and the grievant shall be allowed reasonable time off with pay to attend meetings as required in said Steps.

13.2 Any grievance shall be deemed to have been waived if the action required to process the grievance to the next step in the procedure by the Union or the employee has not been taken within the time specified above. The procedural time limits may be extended in any particular case by the written agreement of the parties.

13.3 Any violation of the time procedures designated in Steps 1 through 4 shall be ruled in favor of the Employer.

ARTICLE 14 **DISCIPLINE**

14.0 No bargaining unit member, after having completed his/her probationary period, shall be disciplined, discharged, or terminated without just cause.

14.1 During the first twelve (12) months of actual work performance in a bargaining unit position, exclusive of sick leave and/or any period of leave, the employee shall be considered a probationary employee and the Town Manager may discharge probationary employees with or without cause. The discharge of a probationary employee shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 15
UNION REPRESENTATION

15.0 The Union shall furnish the Town with a written list of Union representatives, and shall notify the Town of any changes.

15.1 Bulletin board space shall be provided by the Town for Union notices concerning Union business.

15.2 Use of Facilities. The Union shall be allowed to use the Library facilities to hold one (1) regularly scheduled meeting per month.

ARTICLE 16
JURY DUTY

Employees called for jury duty will be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court excluding allowance for travel. The amount due the employee will be certified by the Town Accountant upon presentation of proper evidence for monies received for jury duty. Employees dismissed from jury duty prior to 12:00 p.m. will report to work.

ARTICLE 17
BEREAVEMENT LEAVE

17.0 Bereavement leave of up to three (3) working days may be granted for a death in the employee's immediate family. Immediate family will include: spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandchildren, grandparents or current member of household. The Town Manager shall have the discretion to allow additional bereavement time, with said decision not subject to the grievance or arbitration provisions of this Agreement. Compensation is limited to the time lost from the employee's normal straight time schedule.

17.1 If an employee is using other forms of allotted leave (vacation, personal time, holiday time, compensation time) when a death occurs, the employee shall be allowed to use bereavement leave and take his/her other allotted time at a later date. The employee is responsible for notifying his/her employer during the leave.

ARTICLE 18
MILITARY SERVICE

Employees shall be eligible for military leave pursuant to the Town's Personnel Policies and Procedures, Article 13.0 Military Leave, as amended from time to time.

ARTICLE 19
SICK LEAVE

19.0 Regular full-time employees shall be credited with sick leave with pay at the rate of one-and-one-fourth ($1\frac{1}{4}$) days per month of service. Regular part-time employees will accumulate sick time based on the same rate as regular full-time employees, prorated according to the number of hours regularly worked over the average of two consecutive work weeks.

19.1 Sick leave credit will begin the first working day of the month in which the employee is employed. Sick leave will accumulate year to year for a maximum of one hundred and fifty (150) sick days. Sick leave shall be granted for sickness or injury of the employee, and for absence because of sickness or injury of the employee's parent, spouse or children actually residing in the employee's household, which necessitates the employee's absence. Days off needed for medical treatment will be deducted from sick leave.

Sick leave will commence on the date and time that notification of the employee's sickness, injury or quarantine is given to the department head or supervisor by the employee or the employee's family or physician.

The Town Manager, department head and/or Human Resources Department may request a proof of illness or injury from the employee's medical care provider after being absent three (3) consecutive work days. The Town Manager, department head and/or Human Resources Department also shall have the right to require proof of illness or injury from the employee and/or the employee's medical provider under circumstances where the Town Manager has reason to suspect sick leave abuse, or where a pattern of sick leave use is evident.

19.2 If an employee is absent due to a work-related accident and is covered under Workers' Compensation, the employee will continue to receive his/her regular wages from the Library for thirty (30) days, and during this thirty (30) day period, the amount received under Workers' Compensation will be immediately signed over to the Town.

After thirty (30) calendar days, the Town shall provide only such compensation as is provided through the Town's Worker's Compensation Program: however, the employee may use any available accrued sick time to provide any difference between the regular weekly wage and Worker's Compensation benefits.

19.3 At the end of each fiscal year, employees may convert sick leave accrued but unused in that same fiscal year, to vacation days at the conversion rate of five (5) days of accrued but unused sick leave to one (1) vacation day. Accumulated sick days converted to vacation days cannot be used as sick days following conversion. Employees must advise the Human Resources Department, in writing by July 10th, of the number of sick days earned in the previous fiscal year that they wish to convert to vacation leave. Converted vacation days must be used during the fiscal year in which they were converted. Employees who have earned twenty-five (25) or more days of vacation leave per year are not eligible for this benefit.

19.4 Upon “service retirement” of at least fifteen (15) years of satisfactory service with the Town, or upon “ordinary disability retirement,” all of which are defined more specifically by the County Retirement System, an employee will be compensated twenty percent (20%) of all earned and accumulated sick leave, up to a maximum of one hundred (150) days at their current base rate of pay. It is requested that an employee notify the Town Manager at least thirty (30) days prior to his/her retirement or resignation after fifteen (15) years of satisfactory service. The Town may elect to defer payment until July 1 of the following fiscal year for budgetary reasons.

ARTICLE 20 **SICK LEAVE BANK**

20.0 Coverage. Regular full-time employees and regular part-time employees who have completed twenty-six (26) weeks of service are eligible for membership in the sick leave bank. The purpose of this bank is to provide sick leave to those employees who have used all of their accrued sick leave, and are still absent because of illness.

20.1 Policy. Employees who have completed twenty-six (26) weeks of service following the date of original appointment are eligible for membership in the sick bank. Joining the sick bank is voluntary and requires the transfer of at least two (2) days sick leave, but not more than ten (10) days sick leave, per employee into the bank from his/her accumulated sick leave on each July 1. Each following July 1, members of the sick bank will contribute at least one (1) day of sick leave to retain membership in the bank, but may not contribute more than ten (10) days sick leave annually. Any active member of the sick bank who is leaving the employment of the Town may contribute up to ten (10) days of accrued but unused sick leave to the bank through written notification to the Human Resources Department upon separation of employment.

20.2 Evidence. Adequate medical evidence of illness or disability must be provided prior to receiving sick leave payments from the bank.

20.3 Committee. A Sick Bank Committee will be chosen annually by the members of the bank and will consist of two (2) bargaining unit members, the Library Director, the Human Resources Director, and the Town Manager or his/her designee who will vote to allocate days from the bank to members who are ill or disabled.

20.4 Record. The Human Resources Department will keep a record of the days in the bank and will be informed when sick leave is to be used by a member, so that records may be kept accurately. Written notification from the Sick Bank Committee will be provided to the Human Resources Department by July 10 of every year indicating all sick bank members and the number of days they will be contributing to the bank for the upcoming fiscal year.

20.5 Decision. The decision of the Sick Bank Committee to grant sick days to a member shall be subject to the final approval of the Town Manager. The decision of the Town Manager is final and shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 21
FAMILY LEAVE

Employees shall be eligible for leave pursuant to the Town's Personnel Policies and Procedures, the Family and Medical Leave Act and the Massachusetts Parental Leave Law, as amended from time to time.

ARTICLE 22
SMALL NECESSITIES LEAVE

Employees shall be eligible for leave pursuant to the Town's Personnel Policies and Procedures, the Massachusetts Small Necessities Leave Act, as amended from time to time.

ARTICLE 23
PERSONAL DAYS

With the advanced approval of the Library Director, with said personal day decisions not subject to the grievance or arbitration provisions of the Agreement, an employee may have three (3) days off a year for the purpose of conducting personal business which would not otherwise be conducted during normal working hours, provided that reasonable notice is given. Personal leave is not cumulative and is not to be combined with vacation days. All compensation for personal days under this Article 23 shall be prorated based upon the number of hours regularly worked over the average of two consecutive work weeks. Personal time may be taken in increments of not less than one (1) hour.

ARTICLE 24
OTHER LEAVE

The Town Manager, in his/her sole discretion, shall for good and sufficient cause, grant non-medical leaves of up to three (3) months absence without compensation. Leaves of absence of over three (3) months duration will be considered a break in employment and on return to work the employee will have the status of a new employee, unless an extension of leave beyond the three (3) month period has been authorized in advance by the Town Manager for good and sufficient cause. Sick time and vacation time will not accrue during said leave period. In addition, employees will be responsible for paying 100% of their health insurance during said leave period. Leave decisions shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 25
VACATION AND VACATION PAY

25.0 Employees shall be granted vacation leave as follows; with all vacation hours prorated based upon the number of hours regularly worked over the average of two consecutive work weeks.

After one (1) year of continuous service	10 working days
After five (5) years of continuous service	15 working days
After ten (10) years of continuous service	20 working days
After fifteen (15) years of continuous service	25 working days

After the first six (6) months of continuous employment, an employee may use up to, but not more than five (5), days of vacation time earned during the first year.

Years of service for purposes of vacation eligibility shall be determined as of July 1 in each year, and vacations shall be scheduled between July 1 and the following June 30 and shall not be accumulated beyond June 30.

25.1 Whenever the employment of any employee is terminated during a year by layoff, resignation, retirement, or death, without his/her having been granted the vacation to which he/she is entitled, he/she, or in the case of death, his/her beneficiary, shall be paid at the regular rate of compensation payable to the employee at the termination of his/her employment, an amount in lieu of such accrued but unused vacation.

25.2 Employees covered by this Agreement will have the opportunity of selecting their vacation, in order of seniority, commencing June 1st of each calendar year to select January to June of the following calendar year and again December 1st of each calendar year to select July to December of the following calendar year. After all employees complete the selection process, vacation time will be assigned at the sole discretion of the Library Director in order of requests. This vacation selection and assignment process shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 26
HOLIDAYS

26.0 The following days shall be considered holidays for which employees will be paid:

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

In addition to the above holidays, such days as the Selectmen designate holidays or partial holidays will be paid holidays.

26.1 If a holiday falls during an employee's vacation period, said holiday shall not be counted as a vacation day.

26.2 If a holiday falls on a Sunday or Monday, employees will receive a floating holiday which must be used in the same fiscal year, with the exception of the Juneteenth which will serve as a floating holiday which must be used by August 15 of that same calendar year.

26.3 Holiday pay and floating holidays will be prorated based upon the number of hours regularly worked over the average of two consecutive work weeks.

26.4 If any employee is required to work on any paid holiday, he/she shall receive one and one-half times the regular rate of pay.

26.5 Specific to Christmas Eve and New Year's Eve, when these days fall on a Tuesday - Friday, if Town Hall is closed then the library shall be closed. If Town Hall closes early the library shall close at the same time.

ARTICLE 27 **HEALTH INSURANCE**

All employees who regularly work twenty (20) or more hours per week are eligible for group insurance benefits pursuant to Chapter 32B and/or Town Meeting action. The Parties acknowledge that the PPO plans currently offered by the Town satisfy the statutory requirement that the Town offer employees an indemnity plan.

In the event that the Town negotiates changes to plans offered, plan designs, and/or benefit levels through negotiations with other Town bargaining units, the Union hereby agrees to accept such changes and to incorporate such changes into this Agreement and/or a successor Agreement.

ARTICLE 28 **JOB POSTINGS**

Job postings shall be posted internally only for a period of ten (10) calendar days. The posting shall contain the qualifications for the positions. Applications of interested and qualified employees must be submitted in writing to the Human Resources Department prior to the close of the posting period. If there are no qualified applicants following this posting period, the posting will be extended to the public.

ARTICLE 29
REDUCTION IN FORCE AND RECALL

Seniority shall be defined, pursuant to Article 11, as the length of continuous service from the date of employment in a position covered by this Agreement.

Where the Employer determines the need to reduce the number of employees in a particular department and job title, employees in affected positions shall be laid off based upon seniority with the least senior employee laid off first. Recall shall also be based on seniority with the last employee to be laid off in an affected department and job title recalled first.

Recall rights shall continue for up to twenty-four (24) months provided that the filing of any application for retirement with the Barnstable County Retirement Board shall terminate any recall rights. No seniority or benefits shall accrue during the period of layoff. Any benefits accrued but unused under this contract at any time of layoff shall be credited to the employee upon his/her recall provided that such benefits were not paid to the employee at the time of layoff.

Employees must notify the Employer of their intent to return to work within seven (7) days of receipt of a recall notice at the address of the employee on file with the Employer and must so return to work within fourteen (14) days of the arrival of said recall notice. The rejection of any recall offer to a bargaining unit position and/or any failure to timely return to work as provided by this section shall terminate all recall rights.

ARTICLE 30
WAGES

- 30.0 Effective July 1, 2022 – a 2% wage increase across the board.
- Effective July 1, 2023 – a 2% wage increase across the board.
- Effective July 1, 2024 – a 2% wage increase across the board.
- Effective July 1, 2025 – a 3% wage increase across the board.
- Effective July 1, 2026 – a 3% wage increase across the board.
- Effective July 1, 2027 – a 3% wage increase across the board.

The wage schedule shall be set forth in the attached Appendix A.

30.1 Step increases shall be effective on July 1 of each year under this Agreement provided that, for the purpose of initial advancement from Step 1 to Step 2, the employee must have been employed in a bargaining unit position between July 1 and December 30 of the previous year. For employees hired to a bargaining unit position between January 01 and June 30, the first step increase shall occur on the second July 1 of employment.

30.2 Upon Promotion, the employee within the bargaining unit will be placed at the appropriate grade and step level which is not less than 3% above the employee's current step. If promoted between July 1 and December 31, the employee is entitled to a step increase on the

upcoming July 1. However, if promoted between January 01 and June 30, the employee will remain at that current step in the next fiscal year, but with no step increase until the following July 1.

ARTICLE 31
LONGEVITY

On the anniversary date of the day hired for a position in the bargaining unit, employees shall be paid, in addition to the compensation received under the salary plan, annual increments determined as follows:

5 years but less than 10	\$425
10 years but less than 15	\$500
15 years but less than 20	\$600
20 years and over	\$700

In order to receive longevity compensation, the employee must be employed as of the date of payment pursuant to this Agreement.

ARTICLE 32
REIMBURSEMENT

Employees shall be eligible for reimbursement of expenses pursuant to the then-current provisions of the Town’s Personnel Policies and Procedures.

ARTICLE 33
CONTINUING EDUCATION

The Town will foster and promote programs of training and education for employees for the purpose of improving the quality of services provided by the Town. Employees may be reimbursed for programs and training costs subject to prior approval of the Library Director and the availability of funds. Out of State travel to trainings or conferences must be approved in advance and are subject to the Town’s “Reimbursement Policy” as identified by the Town’s Personnel Policies and Procedures.

ARTICLE 34
PROFESSIONAL DEVELOPMENT

Employees who attend professional development meetings or workshops during their regularly scheduled work time, with the prior approval of the Library Director, shall be paid their normal rate. If not scheduled to work, employees will be compensated appropriately based upon their regular hourly rate of pay. An employee will be paid for travel time to and from an approved workshop or meeting place up to a maximum of four (4) hours per meeting.

ARTICLE 35
SEVERABILITY


To the extent permitted by Chapter 150E of the General Laws of the Commonwealth of Massachusetts, it is hereby understood and agreed that the provisions of this Agreement shall be subject to any present or subsequent federal, state or municipal law, including Town Personnel Policies and Procedures. In the event, and to the extent that any portion of this Agreement is in conflict with any such federal, state or municipal law, policies and procedures, nothing contained herein shall require the Town to do anything inconsistent with said law, rules or regulations, nor anything inconsistent with the orders, rules or regulations of any competent governmental authority having jurisdiction to issue same.


The Administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and the Agreement shall at all times be applied subject to such laws. If any provision of this Agreement is held invalid by a Court or Administrative Agency of competent jurisdiction, or if the compliance with, or enforcement of, any provision of this Agreement is restrained by any Court or Administrative Agency of competent jurisdiction pending a final determination as to the validity of the provision, the remainder of this Agreement shall remain in full force.


ARTICLE 36
DURATION

This agreement shall take effect on July 1, 2022 and shall continue in force until June 30, 2028. No changes of any kind will be made without the agreement of both parties.

Sandwich Public Library Staff Association
MLSA, Local 4928, AFT MA, AFL-CIO







Town of Sandwich
by its Select Board







DATE: April 5, 2023

DATE: April 5, 2023

APPENDIX A

SALARY SCHEDULES

FY'23 - 2.0% General Increase - July 1, 2022 through June 30, 2023
 (Hourly Rates of Pay depending on Position and Length of Service.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Circulation Assistant I	\$20.78	\$21.46	\$22.16	\$22.88	\$23.62	\$24.39	\$25.18	\$26.00	\$26.84	\$27.72	\$28.62
Circulation Assistant II	\$21.85	\$22.56	\$23.29	\$24.05	\$24.83	\$25.64	\$26.47	\$27.33	\$28.22	\$29.14	\$30.08
Technical Services	\$27.39	\$28.28	\$29.20	\$30.15	\$31.13	\$32.14	\$33.19	\$34.27	\$35.38	\$36.53	\$37.72
Reference Librarian	\$30.26	\$31.25	\$32.26	\$33.31	\$34.39	\$35.51	\$36.66	\$37.86	\$39.09	\$40.36	\$41.67
Custodian	\$17.18	\$17.74	\$18.32	\$18.91	\$19.53	\$20.16	\$20.82	\$21.49	\$22.19	\$22.91	\$23.66

FY'24 - 2.0% General Increase - July 1, 2023 through June 30, 2024
 (Hourly Rates of Pay depending on Position and Length of Service.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Circulation Assistant I	\$21.20	\$21.86	\$22.60	\$23.33	\$24.09	\$24.87	\$25.68	\$26.51	\$27.38	\$28.27	\$29.18
Circulation Assistant II	\$22.28	\$23.01	\$23.76	\$24.53	\$25.33	\$26.15	\$27.00	\$27.88	\$28.78	\$29.72	\$30.68
Technical Services	\$27.94	\$28.85	\$29.79	\$30.75	\$31.75	\$32.79	\$33.85	\$34.95	\$36.09	\$37.26	\$38.47
Reference Librarian	\$30.87	\$31.87	\$32.91	\$33.98	\$35.08	\$36.22	\$37.40	\$38.61	\$39.87	\$41.16	\$42.50
Custodian	\$17.52	\$18.09	\$18.68	\$19.29	\$19.92	\$20.56	\$21.23	\$21.92	\$22.63	\$23.37	\$24.13

FY'25 - 2.0% General Increase - July 1, 2024 through June 30, 2025
 (Hourly Rates of Pay depending on Position and Length of Service.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Circulation Assistant I	\$21.62	\$22.32	\$23.05	\$23.80	\$24.57	\$25.37	\$26.19	\$27.04	\$27.92	\$28.83	\$29.77
Circulation Assistant II	\$22.73	\$23.47	\$24.23	\$25.02	\$25.83	\$26.67	\$27.54	\$28.43	\$29.36	\$30.31	\$31.30
Technical Services	\$28.50	\$29.43	\$30.38	\$31.37	\$32.39	\$33.44	\$34.53	\$35.65	\$36.81	\$38.00	\$39.24
Reference Librarian	\$31.49	\$32.51	\$33.56	\$34.66	\$35.78	\$36.95	\$38.15	\$39.39	\$40.67	\$41.99	\$43.35
Custodian	\$17.87	\$18.46	\$19.06	\$19.67	\$20.31	\$20.97	\$21.66	\$22.36	\$23.09	\$23.84	\$24.61

FY'26 - 3.0% General Increase - July 1, 2025 through June 30, 2026
(Hourly Rates of Pay depending on Position and Length of Service.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Circulation Assistant I	\$22.27	\$22.99	\$23.74	\$24.51	\$25.31	\$26.13	\$26.98	\$27.86	\$28.76	\$29.70	\$30.66
Circulation Assistant II	\$23.41	\$24.17	\$24.96	\$25.77	\$26.61	\$27.47	\$28.37	\$29.29	\$30.24	\$31.22	\$32.24
Technical Services	\$29.35	\$30.31	\$31.29	\$32.31	\$33.36	\$34.44	\$35.56	\$36.72	\$37.91	\$39.14	\$40.42
Reference Librarian	\$32.43	\$33.48	\$34.57	\$35.70	\$36.86	\$38.05	\$39.29	\$40.57	\$41.89	\$43.25	\$44.65
Custodian	\$18.41	\$19.01	\$19.63	\$20.27	\$20.92	\$21.60	\$22.31	\$23.03	\$23.78	\$24.55	\$25.35

FY'27 - 3.0% General Increase - July 1, 2026 through June 30, 2027
(Hourly Rates of Pay depending on Position and Length of Service.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Circulation Assistant I	\$22.94	\$23.68	\$24.45	\$25.25	\$26.07	\$26.91	\$27.79	\$28.69	\$29.62	\$30.59	\$31.58
Circulation Assistant II	\$24.11	\$24.90	\$25.71	\$26.54	\$27.41	\$28.30	\$29.22	\$30.17	\$31.15	\$32.16	\$33.20
Technical Services	\$30.23	\$31.22	\$32.23	\$33.28	\$34.36	\$35.48	\$36.63	\$37.82	\$39.05	\$40.32	\$41.63
Reference Librarian	\$33.40	\$34.49	\$35.61	\$36.77	\$37.96	\$39.20	\$40.47	\$41.78	\$43.14	\$44.54	\$45.99
Custodian	\$18.96	\$19.58	\$20.22	\$20.87	\$21.55	\$22.25	\$22.98	\$23.72	\$24.49	\$25.29	\$26.11

FY'28 - 3.0% General Increase - July 1, 2027 through June 30, 2028
(Hourly Rates of Pay depending on Position and Length of Service.)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Circulation Assistant I	\$23.62	\$24.39	\$25.18	\$26.00	\$26.85	\$27.72	\$28.62	\$29.55	\$30.51	\$31.50	\$32.53
Circulation Assistant II	\$24.84	\$25.65	\$26.48	\$27.34	\$28.23	\$29.15	\$30.09	\$31.07	\$32.08	\$33.12	\$34.20
Technical Services	\$31.14	\$32.15	\$33.20	\$34.28	\$35.39	\$36.54	\$37.73	\$38.96	\$40.22	\$41.53	\$42.88
Reference Librarian	\$34.40	\$35.52	\$36.68	\$37.87	\$39.10	\$40.37	\$41.68	\$43.04	\$44.44	\$45.88	\$47.37
Custodian	\$19.53	\$20.17	\$20.82	\$21.50	\$22.20	\$22.92	\$23.66	\$24.43	\$25.23	\$26.05	\$26.89