

***Collective Bargaining Agreement
Between
City of Waltham
and
Waltham Public Library Employee Association
AFT Local 4928
July 1st, 2022 to June 30th, 2025***

PREAMBLE

The Agreement is hereby entered into by the City of Waltham, hereinafter referred to as the Employer, and the Waltham Public Library Employee Association, Massachusetts Library Staff Association, Local 4928, MFT, AFT, AFL-CIO, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

ARTICLE 1 PURPOSE

The purpose and intent of the parties in executing this Agreement is to continue their harmonious relations, to promote mutual cooperation and understanding concerning rates of pay, hours, and conditions of employment under which the employees perform their duties, all with a goal toward securing harmony and goodwill between the City and the Union.

ARTICLE 2 RECOGNITION

Section 1. The Union is recognized by the City, in accordance with the provisions of Massachusetts General Laws, Chapter 150E, as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to salaries, wages, hours of work, and other conditions of employment for all employees of the City of Waltham Public Library, excluding the Library Director, Assistant Director, Executive Secretary, custodians, and high school pages.

Section 2. The word "employee" and "employees" as used hereinafter in this Agreement refer to all salary and hourly paid employees of the bargaining unit.

Section 3. The City will advise the Union in writing of the name, address, classification, and department of each new library employee. The City recognizes the right of any employee to become a member of the Union, and will not discourage, discriminate, or in any other way interfere with the right of any employee to become and remain a member of the Union.

ARTICLE 3 DISCRIMINATION AND COERCION

There shall be no unlawful discrimination by the Employer or the Union against any employee covered by the terms of this Agreement because of race, color, sex, age, ancestry, sexual orientation, disability, religion, national origin, economic status or veteran status, and all employees shall receive the full protection of this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Unless expressly abridged by the terms and conditions of this Agreement, the City retains all rights granted by Massachusetts General Laws, including, but not limited to exercise of the regular and customary functions of municipal management and/or governmental authority; operation and direction of the affairs of the departments in all of their various aspects; determination of the levels of services to be provided; the direction, control, supervision, and evaluation of employees; the direction and control of the operations and services of the departments; institution of technological changes or the revising of processes, systems, equipment, facilities, or programs; the assignment and transfer of employees; the hiring, appointment, and promotion of employees; the suspension, discipline, or discharge of employees for just cause; and the power to make appropriation of funds.

ARTICLE 5 UNION REPRESENTATIVES

Section 1. The Union shall furnish the Employer a written list containing the names of Union officers immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.

Section 2. The full-time Union Steward or, in his/her absence, the full-time alternate Union Steward shall be granted reasonable time off at the discretion of the Library Director during work hours to investigate and settle grievances.

Section 3. The Union shall be allowed to conduct Union meetings upon Library premises without pay at times and places approved by the Library Director.

ARTICLE 6 UNION DUES AND AGENCY FEES

Section 1. The City agrees to deduct regular monthly Union dues and initiation fees from the earned wages of each employee covered by this Agreement. However, no such deduction shall be made, nor shall the City be obligated to deduct, except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked, "Appendix B". A copy of each authorization shall be

submitted to the City. The dues deducted from the City shall be forwarded to the Union no later than thirty (30) days after such deduction was made.

Section 2. The Union agrees to indemnify and save the City harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this article.

Section 3. All employees covered by this Agreement who do not join the Union shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, of any statutory Agency Service Fee to the Union. The Agency Fee shall cover only those costs which relate to collective bargaining and the administration of this Agreement and no others.

ARTICLE 7 DISCIPLINE

No employee shall be disciplined, reprimanded, suspended, or discharged without just cause.

ARTICLE 8 SENIORITY

Seniority shall be defined as the length of continuous employment in the Library, commencing with the employee's date of hire.

ARTICLE 9 HOURS OF WORK

Section 1.

The Library shall be open during the following hours:

Monday-Thursday 9AM-9PM

Friday & Saturday 9AM-5PM

Sunday 1PM-5PM

The regular work week for FT employees shall be 35 hours per week (the FT employee who currently works 28 is specifically exempt from this requirement).

PT employees shall not work more than 19 hours per week. PT employees whose regular schedule is to work 19 hours per week, if desired may work an additional 50 hours per year (This calculates to 1,038 hours annually (19 weeks x 52 weeks + 50 hours, which is just less than the threshold of being eligible for medical insurance benefits (20 hours x 52 weeks = 1,040 hours).

There are five (5) PT employees whose regular schedule was grandfathered to work less than 19 hours per week as of January 201 5. These five (5) grandfathered employees may pick up additional shifts to work up to 19 hours per week but are not eligible for the additional 50 hours bank.

For payroll purposes only, the pay period shall be Sunday to Saturday.

No employee shall be required to work more than one Saturday per month unless the employee has been hired specifically to work on Saturdays. During the weeks in which they are required to work on Saturday, FT Librarian 1 and Library Department Head employees hired prior to July 1, 201 7 will work forty-two (42) hours. During these weeks the following terms shall apply:

- a) They will receive straight compensatory time for hours 36 - 42.
- b) They will not be required to take time off in the same week leading up to the required Saturday.
- c) They cannot pick up any additional hours.
- d) They cannot accrue, at any given time, more than 21 hours of compensatory time.

During the weeks in which they are required to work on Saturday, FT Library Assistant 1 employees hired prior to July 1, 201 7 will work forty-two (42) hours. During these weeks, the following terms shall apply:

- a) They will receive straight compensatory time for hours 36 - 40.
- b) At the employee's discretion, they will receive compensatory time or pay at the rate of time and one half for hours 41 and 42.
- c) They will receive straight compensatory time if they use holiday, sick, personal time off, etc., that week.
- d) They will not be required to take time off in the same week leading up to the required Saturday.
- e) With the exception of Bela Kaul, they cannot pick up any additional hours.
- f) No employee can accrue, at any given time, more than 21 hours of compensatory time.

All FT employees shall be required to work one evening shift per week unless the FT employee has been specifically hired to work more than one evening shift per week.

All PT employees shall be required to work one 5pm -9pm or 6pm-9pm shift per week unless the PT employee has been hired to work more than one 5pm -9pm or 6pm-9pm shift per week.

During July and August, work on Saturdays shall be voluntary for all employees except those hired to work weekend shifts. Compensation shall be at the employee's regular hourly rate of pay.

During the weeks in which work on Saturday is optional, full time Librarian 1 and Library Department Head employees hired prior to July 1, 201 7 will have the option to work up to a maximum of 40 hours, subject to Department Head approval. During these weeks, the following terms shall apply:

- a) They will receive straight pay up to forty hours.
- b) They must take 2 hours off during the week to limit their hours to 40. In such instances, scheduling is subject to Department Head approval.

During the weeks in which work on Saturday is optional, full - time Library Assistant 1 employees hired prior to July 1, 2017 will have the option to work up to a maximum of forty

(40) hours, subject to Department Head approval. During these weeks, the following terms shall apply:

- a) They will receive straight pay up to 40 hours.
- b) They must take 2 hours off during the week to limit their hours to 40. In such instances, scheduling is subject to Department Head approval.

During weeks in which they are required to work on Saturday according to the terms set forth in Article 9 of the collective bargaining agreement, full - time Library Assistant 1, Librarian 1 and Library Department Head employees hired on or after to July 1, 2017 will work up to a maximum of 40 hours. During these weeks, the following terms shall apply:

- a) They may pick up additional shifts in the same week, if available (so long as the number of hours does not exceed 40).
- b) They will receive straight pay up to 40 hours.

During the weeks in which work on Saturday is optional, full time Library Assistant 1, Librarian 1, and Department Head employees hired on or after July 1, 2017 will have the option to work up to a maximum of forty (40) hours, subject to Department Head approval.

During these weeks, the following terms shall apply:

- a) They will receive straight pay up to 40 hours.
- b) They must take 2 hours off during the week to limit their hours to 40. In such instances, scheduling is subject to Department Head approval.

Work on Sundays shall be voluntary for all employees except those who were hired to work Sunday shifts. Compensation shall be time and a half of the employee's hourly rate of pay, effective upon ratification and funding of this agreement.

Any desk hours that become available with at least one week's notice shall be offered to bargaining unit members. Offerings shall be based upon skills required and experience in the department.

Employees performing the duties of a position not their own for three (3) or more hours per shift shall be compensated at their hourly rate of pay or the rate of pay of the position, whichever is greater.

Section 2.

FT employees shall have one (1) unpaid meal period of one (1) hour in each shift. PT employees scheduled to work a shift of seven (7) hours or more shall have one (1) unpaid meal period of one (1) hour in each such shift.

Section 3.

All FT employees' work schedule shall provide for a fifteen (15) minute rest period during each half of each full shift. PT employees who are scheduled to work a shift of at least three (3) hours will be allowed a fifteen (15) minute rest period in each such shift.

Section 4.

Subject to supervisor approval, unit members shall retain the option of switching shift assignments at their discretion. Any work schedule changes that last more than two weeks must be approved by the department head and Library Director.

ARTICLE 10 HEALTH INSURANCE

Section 1. The City shall offer eligible bargaining unit members the following three health options from which to choose:

- Harvard Community Health Plan (HMO)/Delta Dental
- Tufts Health Plan (HMO)/Delta Dental
- Blue Cross/Blue Shield PPO/ no Delta Dental

Effective July 1, 2008 City contributions shall be as follows:

- 87.5% for Indemnity plan
- 89% for HMOs

Effective July 1, 2008 co-pays and deductibles shall be as follows:

- \$15 per office visit
- \$50 per emergency room
- \$10-\$25-\$45 for prescription drugs

Section 2. Cafeteria Plan., If they so choose, employees may set aside up to the IRS maximum for dependent care expenses, and up to the IRS maximum for medical expenses not reimbursed.

Section 3. Commencing July 1, 2022 and each year thereafter, all members of the bargaining unit who are eligible for the City's health insurance program shall pay, by deduction, from their paychecks, an Other Post-Employment Benefits (OPEB) payment of ten dollars (\$10.00) per week, i.e. five hundred twenty dollars (\$520) annually into the City's OPEB Trust Fund and said OPEB payments from the

bargaining unit members shall be separately accounted within the OPEB Trust Fund for the Waltham Public Library Employees' Association, MLSA, AFT-MA.

In consideration for only those members, who are eligible for the City's health insurance program and who are making the above OPEB payments, the wage increase of 2% on July 1, 2016, 2% on July 1, 2017 and 2% on July 1, 2018 shall be increased retroactively as follows:

1. July 1, 2016 one-quarter (0.25%) percent increase
2. July 1, 2017 one-half (0.50%) percent increase
3. July 1, 2018 three-quarters (0.75%) percent increase

ARTICLE 11 LIFE INSURANCE

The City shall provide a life insurance policy in the amount of fifteen thousand dollars (\$15,000) for each eligible employee covered by this Agreement, and a five-thousand-dollar (\$5,000.00) life insurance policy for retirees.

ARTICLE 12 RETIREMENT

Section 1. Eligible unit members shall participate in the City of Waltham Retirement System.

Section 2. Part-time employees hired after September 1, 2005, shall be required to participate in the Massachusetts Deferred Compensation Plan (as permitted by the federal Omnibus Budget Reconciliation Act of 1990) as an alternative to Social Security coverage. Part-time employees hired prior to September 1, 2005, can choose whether or not they wish to participate in the plan in lieu of Social Security.

ARTICLE 13 WORKERS COMPENSATION

The City shall provide workers' compensation to all unit members.

ARTICLE 14 SALARIES

Section 1. The salaries for all bargaining unit members are set forth in Appendix A.

Effective retroactively, the base compensation for all bargaining unit members shall increase as follows:

July 1, 2022 – \$750 for Full Time employees (\$0.41 per hour)

July 1, 2022 – \$410 for Part Time employees (\$0.41 per hour)

Effective retroactively, the base compensation for all bargaining unit members shall increase as follows:

July 1, 2022 3.25%

July 1, 2023 3.25%

July 1, 2024 3.25%

All bargaining unit members shall receive a one-time, non-base ARPA payment as follows:

July 1, 2023 – \$450 for Full Time employees

July 1, 2023 – \$225 for Part Time employees

July 1, 2024 – \$450 for Full Time employees

July 1, 2024 – \$225 for Part Time employees

Section 2. Employees shall have the opportunity to have their pay automatically deposited into an account at a bank of their choice.

Section 3. Savings Bonds may be purchased, on a voluntary basis, through authorized payroll deductions.

Section 4. Employees promoted one pay grade shall be placed at a step that is at least 6% higher than their current rate of pay. Employees promoted two pay grades shall be placed at a step that is at least 10% higher than their current rate of pay.

ARTICLE 15 LONGEVITY

All unit members shall be compensated according to the following formula as longevity pay:

- After ten (10) years 8% of the employee's salary
- After fifteen (15) years 9% of the employee's salary
- After twenty (20) years 10% of the employee's salary
- After twenty five (25) years 11% of the employee's salary

ARTICLE 16

HOLIDAYS

Section 1. The following holidays shall be paid holidays for employees of the Library:

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

Only those employees whose scheduled hours of work fall on the day the holiday is observed will receive holiday pay. Such pay will be commensurate with each employee's scheduled hours of work on that holiday.

Section 2. If a holiday falls on either a Saturday or a Sunday, it will be observed the prior Friday or the following Monday. The actual day upon which the holiday will be observed will be at the discretion of the Trustees.

Section 3. Employees shall be granted holiday time off only for the holidays listed in Section 1. If an employee wishes to observe a holiday that is not listed in Section 1 he/she must utilize compensatory, personal, or vacation time.

Section 4. The Library will close on the following days and times:

- Thanksgiving Eve at 4:30 pm
- Christmas Eve at noon
- New Year's Eve at 4:30 pm

Employees who are normally scheduled to work those days will not need to reschedule their time or use other accrued time off (vacation/personal/comp time) to cover the hours not worked due to the early closing on the three above specified days.

Section 1.

Annual leave shall be as follows:

- 1-4 years of employment 10 days
- 5-9 years of employment 15 days
- 10-14 years of employment 20 days
- 15-19 years of employment 25 days
- 20 or more years of employment 30 days

Effective January 1, 2015, employees with less than 5 years of service shall receive annual leave as follows:

- Initial date of employment to December 31 of the first year of employment- 15 days prorated (months of employment & scheduled hours).
- January 1 of the first year of employment and less than 10 years of employment- 15 days.
- 10 years and less than 15 years of employment- 20 days
- 15 years or more years of employment- 25 days

Additional days effective on employment anniversary date.

Part time employees will receive prorated vacation based upon a ratio of the number of each employee's regular schedule part time hours to full time hours. 'Regular' shall not include additional shift hours.

Section 2. Vacation leave shall be scheduled on the basis of seniority, except that all unit members shall be afforded the opportunity to pick up two weeks of vacation leave before senior members pick additional weeks earned by length of service. Requests for the initial two week vacation period must be made by December 31st of the prior year.

Effective December 31, 2020, employees may carry over up to five (5) days of earned vacation leave from one year to the next.

Section 3. Employees who take 0-2 sick days in a fiscal year shall be granted three (3) days for personal reasons in the subsequent fiscal year. Employees who take more than two (2) sick days, but up to four (4) sick days in a fiscal year shall be granted two (2) days leave for personal reasons in the subsequent fiscal year.

Section 4. All vacation and comp time an employee plans to take must be noted on the calendar in the appropriate department. No more than one week of vacation may be taken between Thanksgiving and the 1st of the year. If a staff member wishes to carry over vacation into the following year, he/she must notify the director in writing. Employees are entitled to hold a maximum of twenty one (21) hours of

compensatory time. Part time employees may accumulate a pro-rated amount of compensatory time of the twenty-one (21) hours based upon a ratio of the number of regular part time hours to full time hours.

(In the advent of a City - wide proposal regarding compensatory time, the parties shall return to the bargaining table to negotiate the issue accordingly)

ARTICLE 18 SICK LEAVE

Section 1. Employees shall be credited with fifteen (15) sick leave days per year. Sick leave not used in any year shall accumulate to a maximum of 200 days, to be used in subsequent years. In the event of suspected sick leave abuse, an employee may be subject to the conditions set forth in the City sick leave abuse policy.

Section 2. Sick leave may be used only for the employee's illness, injury, or disability related to a physical condition requiring a doctor or hospital care, including non-routine medical or dental appointments, except that up to ten (10) days of the fifteen (15) sick leave days per year may be used in the event of a serious illness requiring bedside care or household attention of the employee's spouse/partner, child, parent, or sibling. The Library Director may require a doctor's certificate attesting to the seriousness of the illness.

ARTICLE 19 PARENTAL LEAVE

Parental leave (in instances of newborns or adoptions) is available to all employees who have completed their probationary period. The employee must give two weeks' notice of their departure date and state their intention to return to the job. The employee is entitled to a maximum of eight (8) weeks leave without pay. If they so choose employees will be allowed to use accumulated sick, vacation, and/or personal leave during parental leave. Parental leave will not affect the employee's right to receive vacation time, sick leave bonuses, advancement, seniority, length of service credit, benefits, plans, or programs to which he/she was eligible at the date of his/her leave, and any other advantages or rights, provided that such leave shall not be included where applicable, in the computation of such rights and benefits. Upon expiration of parental leave, employees shall retain all rights in accordance with M.G.L. 149, Section 105D. The employee is responsible for the payment of 100% of medical insurance benefit premiums for the duration of the leave.

ARTICLE 20 BEREAVEMENT LEAVE

Section 1. Employees will be granted leave of absence with pay for not more than five (5) work days on account of the death of a father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, or individuals who were members of the employee's household.

Section 2. Employees will be granted leave of absence with pay for not more than three (3) work days on account of the death of a first cousin, brother-in-law, sister-in-law, aunt, uncle, nephew or niece.

Section 3. In the event of a familial loss due to miscarriage or stillbirth; the pregnant employee shall be entitled to up to five (5) days at the time of this loss. Neither the length of the pregnancy nor the number of children will impact the number of days to which members of the bargaining unit are entitled.

ARTICLE 21 LAYOFF AND RECALL

Section 1. In the event it becomes necessary for bona fide economic reasons to reduce the workforce, the Employer shall notify the Union at least thirty days (30) days in advance of the need for reductions. The parties shall then meet to determine ways to avoid any reductions in force.

Section 2. When reductions remain necessary, voluntary reductions shall occur prior to forced reductions.

Section 3. Notwithstanding the provisions of Article 8, part - time employees shall be laid off prior to full - time employees. Layoffs shall be in reverse order of seniority within a department; the least senior employees shall be the first laid off.

Section 4. Employees shall be entitled to recall rights for an open position (for which they are qualified) for a period of up to two (2) years from the date of being laid off. Recall shall be conducted on the basis of seniority.

Section 5. No new employees shall be hired while an individual has recall rights.

Section 6. Employees who are recalled will be credited with prior continuous service for the purposes of seniority, and shall be afforded all rights and benefits they held prior to being laid off (provided such rights and benefits have not been altered in ensuing collective bargaining agreements. In such instances, the employee will be afforded rights and benefits in accordance with the Agreement in place at the time of his/her recall.).

ARTICLE 22 VACANCIES AND JOB POSTINGS

Section 1. When a position or shift covered by this Agreement becomes vacant on a permanent or semi - permanent basis (e.g., termination or long-term absence), such vacancy shall be posted in a conspicuous area within the Library listing the pay, hours, duties, and qualifications. Notices of vacancies shall remain posted for ten (10) working days. Interested employees shall apply in writing within the ten working day period. Preference shall be given to qualified internal applicants over outside applicants.

Section 2. Upon receipt of the application, both the employee and the employer shall sign the document, and each shall retain a copy.

Section 3. All qualified internal applicants shall be granted an interview.

Section 4. When a shift covered by this Agreement becomes vacant on a temporary basis (e.g., to cover staff absences due to short-term illness or days off), such vacancy shall be posted via e-mail to all employees listing the pay, hours, duties, and qualifications. To the extent possible, notices of vacancies shall remain posted for ten (10) working days. Interested employees shall apply via e-mail within the ten (10) day period.

Section 5. With respect to the filling positions and/or shifts as described in this Article, when qualifications are equal seniority shall be the contributing factor subject to Section 6 below and Article 9, section 1.

Section 6. It is not management's intent to create part-time positions with benefits that are offered to full-time positions. Therefore, no position may be awarded to a part-time employee if by doing so his/her weekly hours (as determined by pay period) would exceed nineteen (19).

ARTICLE 23 EMPLOYEE FILES

Section 1. No material derogatory to an employee's conduct, service, performance, character or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the same time.

Section 2. The employee shall have the right to submit a response to any statement contained in his/her file. The employee's statement shall be included in the file.

Section 3. Upon request, an employee shall be given access to his or her file within two (2) workdays. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his or her file.

Section 4. Official grievances filed by any employee under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the employee nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

**ARTICLE 24
PROFESSIONAL CONFERENCES
AND ASSOCIATION MEMBERSHIPS**

Section 1. Employees shall be eligible for reimbursement for tuition costs, including books, for academic course work taken and successfully completed with a minimum grade of "C". Course taken must be approved by the Library Director and must be job related.

Section 2. Employees may be granted leave with pay and conference related expenses to attend approved professional conferences and seminars.

Section 3. Subject to appropriations, the City shall make available \$3,000.00 annually for related expenses to attend professional conferences, seminars, and meetings for memberships in professional associations. For the purpose of this section, ail conferences, seminars, and/or meetings must be first approved by the Library Director.

**ARTICLE 25
MILEAGE REIMBURSEMENT**

An employee who is required in the course of his/her duties to use a personal vehicle will be reimbursed at the current City rate per mile.

**ARTICLE 26
EMPLOYEE RIGHTS AND OBLIGATIONS**

Section 1. Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid protection; except that no elected official of the City of Waltham shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Section 2. In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint, and coercion, and such employees shall be protected against discrimination in regard to tenure, promotion, or other conditions of employment.

Section 3. Subject to Article 31, section 1, an employee shall be made permanent after six (6) months

**ARTICLE 27
UNION RIGHTS**

Section 1. The Union shall have the right to use designated areas in the Library provided there is no interference with any scheduled Library activities.

Section 2. The Union shall have the right to place Union related materials in the existing boxes of Library employees.

Section 3. The Union shall be permitted to erect a bulletin board in a conspicuous employee - only area for the posting of Union materials.

**ARTICLE 28
PAST PRACTICE**

The parties shall not be bound by any practice or conditions established which are not adopted or continued after the effective date of the Agreement.

**ARTICLE 29
SEVERABILITY**

Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute as defined by Massachusetts General Laws, Chapter 150E, Section 7, only the practice or provision so affected shall become null and void, otherwise, all provisions or practices under this Agreement shall remain in full force and effect.

**ARTICLE 30
MISCELLANEOUS**

Section 1. Jury Duty. Jury duty will be granted to all employees requested to serve. The City will pay the employee's salary for the first three (3) days of jury duty as required by G.L. c. 268, section 14 A.

Section 2. Right to Know Law. The purpose of the law is to create a mechanism for the providing and the obtaining of information. This information concerns the identity and affects of toxic and hazardous chemicals in the workplace. It is designed to afford employees and

community residents the opportunities to gain, through their employers and public officials, information regarding such chemicals. Further, it places a responsibility upon employers to provide such information to employees.

Section 3. The statute covers both public and private employers who manufacture, use, process, or store toxic or hazardous substances, and who have employees who are or may be exposed under normal working conditions or under foreseeable emergencies, to toxic or hazardous chemicals contained on the Massachusetts Substance List. There are no exclusions for employers based on number of employees or size or nature of operation. Research laboratories, as herein described, are exempt. Such exemption, however, does not extend to school laboratories.

Section 4. The law is two - fold. First, it places upon employers the responsibility for providing to all of its employees information regarding the identity and effects of toxic and hazardous chemicals. In addition, it affords employees the right and opportunity to obtain such information from and through their employers.

Section 5. A complete copy of this Law is available in the Personnel Department.

ARTICLE 31 PERFORMANCE APPRAISAL/EVALUATIONS

Section 1. A new hire shall be considered a probationary employee for the first six (6) months of employment. The employee shall be evaluated by the end of the second and fifth months of the probationary period, unless the employee earlier has been rejected during probation. If the fifth month's evaluation indicates the employee's performance is unsatisfactory or needs improvement, the City may extend the probationary period an additional three (3) months.

A written record of each probationary period evaluation shall be placed in the employee's personnel file. The employee shall be provided with a copy and an opportunity to respond to the evaluation in writing, a copy of which will be attached to the evaluation.

The evaluations shall be based on the performance appraisals used for permanent employees

If the employer fails to serve notice of an extension of the probationary period or terminate the employee within the six month probationary period, the employee shall be considered permanent.

Section 2. 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 3. 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 32 GRIEVANCE/ARBITRATION PROCEDURE

Section 1.

The term "grievance" shall mean any dispute concerning interpretation, application or enforcement by the City, and any dispute concerning the rights, privileges, powers, and/or immunities of the City and/or the Union or any unit member concerning wages, hours, and conditions of employment. Any unit member(s) and/or the Union shall have the right to present a grievance and have it considered on its merits. Unit members presenting grievances shall have the right of available Union representation (of his/her choosing) to be present at all stages of the procedure.

Section 2.

Grievances shall be processed in the following manner:

Step 1. Orally to Supervisory Authority.

Within thirty (30) days after the employee or Union has actual knowledge, or reason to know, of the occurrence upon which the grievance is based, the Union or the member suffering the grievance shall present the grievance to the assistant director and shall attempt to adjust the grievance informally.

Step 2. Supervisor Adjustment

If the grievance has not been resolved at Step 1, a meeting with the Director or his/her designated representative and the employee or the Union shall be held within five (5) calendar days. If the Grievance is not satisfactorily adjusted at this meeting, the Director or his/her designated representative(s) shall give a written explanatory answer within five (5) calendar days of the meeting.

Step 3. In writing to the City.

If the grievance is not resolved at Step 2, the grievance shall be submitted in writing to the City within ten (10) calendar days. A meeting between the Mayor, and/or his designated representative(s), and the employee or the Union shall be held within five (5) calendar days after referral to the City. If the grievance is not satisfactorily adjusted at this meeting, the City shall give its answer or reason within fifteen (15) calendar days of the meeting.

Step 4. Submission to Arbitration

If the grievance has not been resolved at Step 3, the Union and only the Union may submit the grievance to arbitration. Such submission shall be made within thirty (30) calendar days after the expiration of the fifteen (15) calendar days, with written notice of said submission to be given to the City, by delivery in hand, or by registered mail, addressed to the City Solicitor.

The arbitrator shall be selected by means of a request for the selection of an arbitrator, filed and processed in accordance with the rules for voluntary labor arbitration of the American Arbitration Association. Such hearing shall be conducted in accordance with the applicable rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the Union or member thereof and the City, except that the arbitrator shall make no decision which alters, amends, adds to, or detracts from the contractual Agreement between the Union and the City.

Section 3.

A. Grievances not appealed to any next step within prescribed time limits shall be deemed settled. The time limit may be waived by written mutual agreement of the Union and the City.

B. Member's Rights, Records, Decisions -No member shall be discriminated against, or suffer harassment because he/she has given testimony or taken part in any grievance procedures.

Any grievance of a general nature, affecting a large group of members, may, at the option of the Union, be filed at Step 2 of the grievance procedure.

**ARTICLE 33
DURATION OF AGREEMENT**

The duration of this Agreement shall be from July 1, 2022 and shall continue in full force and effect until June 30, 2025. The Agreement automatically shall be renewed from year to year thereafter, unless either party serves upon the other written notice of desire to modify the Agreement. If such notice is served, negotiations for a successor agreement shall commence between the parties on an agreed upon date. In the event a new contract is not executed on or before July 1, 2025, all terms and provisions and conditions contained herein shall remain in full force and effect until new contract has, in fact, been executed.

ARTICLE 34 PERSON IN CHARGE

When the Library Director, Assistant Director, or a Department Head is not at the Library, a librarian designated by the Director, Assistant Director, or Department Head shall assume the following responsibilities:

- Moving staff for coverage
- Handling disruptive patrons
- Emergencies
- Other responsibilities as needed

The person in charge shall be compensated an additional \$5.00 for each hour worked.

ARTICLE 35 SAFETY ADVISORY COMMITTEE

The Union and the City are committed to providing a safe workplace. A safety advisory committee shall be created no later than 30 days after ratification. The committee shall consist of two (2) members of the bargaining unit designated by the Union and at least two (2) members of management/City designated by the City. The AFT Union representative or his/her designee and the Mayor or his/her designee may also attend the meetings. Meetings shall be held semi-annually to discuss safety concerns and issues. Such safety concerns and issues and recommendations and advisories made by Union members and/or management with respect to same are non-binding on the City. No grievance rights shall arise from safety concerns and issues, discussions of same, and/or recommendations made by any Safety Advisory Committee member nor shall this provision impose any requirements on the City beyond that required by law. No management rights are abridged or superseded by this provision.

**ARTICLE 36
CLOSING FOR BAD WEATHER**

- If it begins snowing after the library has opened for the day and is expected to continue into the evening, a decision on whether to close will be made by 2:30 p.m. If the Library closes early staff scheduled to come in later shall be notified by 3:00 p.m.
- When the Library closes early or open late all permanent full and part time staff will be paid for the hours they were scheduled to work.
- When the Library is open any employee deciding not to come in, or having to leave early because of bad weather will take time without pay or as a vacation or compensatory time for the remaining number of the employee's scheduled hours the Library remains open.
- If a vacation or compensatory day has been planned on a day the library closes early, it is still a vacation or compensatory day. However, if the library does not open, the employee will not be charged with a vacation or compensatory day.
- If Waltham schools are closed for the day, the library will open one (1) hour late (10:00AM).
- If Waltham schools have a delayed opening, the library will open on time (9:00 AM).
- If a storm is bad enough to delay opening until noon, or not to open at all, a decision will be made by the director, and staff will be called.
- The Director will consider the following criteria when making the above decisions:

Library parking lot conditions
Road conditions in the Waltham area
Declared snow emergencies

**ARTICLE 37
TELEPHONES**

- Personal telephone conversations shall be avoided at public desks. Exceptions are made for emergencies. All other calls should be made during non - desk time.

- Personal usage of phones, cell phones, and pagers provided by the City shall be limited to matters which cannot be addressed outside of working hours or emergency situations.
- Directory Assistance calls are to be avoided

A committee shall be formed consisting of three individuals representing the City/Library, and three individuals (from various departments within the Library) representing the Union. The committee shall review and if necessary, make recommendations regarding rules and regulations.

The committee's recommendations shall be made to the City and the Union who shall review and negotiate them. Both parties may suggest amendments to be negotiated. The parties may consult with personal expert to achieve this objective. The costs of such services shall be borne equally.

The City and the Union agree that they shall work diligently towards implementing new/modified rules and regulations at the earliest possible opportunity.

**ARTICLE 38
PARKING**

Employees shall not park in the metered parking lot behind the library, even after 5:00pm or on Sundays. Four (4) spaces in the Library Employee parking /or are reserved for non-bargaining unit members. The remaining spaces are reserved for bargaining unit members. Each department (Children's, Reference, Circulation, etc.) shall have a designated area in the lot. Spaces are assigned on the basis of seniority.

When any spot in the lot (unit and non-unit) is available on a temporary basis (e.g. the individual is out for the day), the space may be filled by unit members on the basis of seniority. Users of the non-bargaining unit spaces are not responsible for informing unit members when any such unit space is available.

For The City

For the Union

Paul Centrofanti date

Amber Harvey Date

Claire Sowa Date

APPENDIX A
SALARY SCHEDULE

Library Union
Hourly Rates – Full Time (w/OPEB)
July 1, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	43.57	45.20	46.92	48.69	50.53	52.45
12	40.94	42.48	44.08	45.73	47.46	49.26
11	38.10	39.52	41.01	42.54	44.14	45.79
10	35.48	36.79	38.16	39.59	41.06	42.60
9	33.04	34.26	35.53	36.85	38.21	39.64
7	29.44	30.51	31.63	32.79	34.00	35.26
6	27.93	28.93	29.98	31.08	32.22	33.40

Library Union
Hourly Rates – Part Time (no OPEB)
July 1, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	42.95	44.56	46.25	47.99	49.81	51.69
12	40.36	41.88	43.44	45.08	46.78	48.55
11	37.55	38.96	40.41	41.93	43.51	45.14
10	34.97	36.26	37.61	39.02	40.47	41.98
9	32.58	33.76	35.01	36.31	37.67	39.07
7	29.02	30.08	31.18	32.32	33.51	34.75
6	27.52	28.52	29.56	30.63	31.76	32.94

Library Union
Hourly Rates – Full Time (w/Sunday Differential) (w/OPEB)
July 1, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	65.36	67.80	70.38	73.04	75.80	78.68
12	61.41	63.72	66.12	68.59	71.20	73.89
11	57.15	59.29	61.52	63.81	66.21	68.69
10	53.22	55.18	57.24	59.38	61.59	63.90
9	49.56	51.39	53.29	55.27	57.32	59.46
7	44.15	45.77	47.44	49.19	51.00	52.89
6	41.89	43.40	44.98	46.62	48.34	50.10

Library Union
Hourly Rates – Part Time (w/Sunday Differential) (no OPEB)
July 1, 2022

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	64.43	66.84	69.37	71.99	74.71	77.53
12	60.54	62.82	65.16	67.62	70.17	72.82
11	56.33	58.43	60.62	62.89	65.26	67.71
10	52.46	54.39	56.42	58.53	60.71	62.97
9	48.86	50.64	52.52	54.47	56.50	58.60
7	43.54	45.12	46.77	48.48	50.27	52.13
6	41.27	42.78	44.34	45.95	47.64	49.41

**Library Union
Hourly Rates – Full Time (w/OPEB)
July 1, 2023**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	44.99	46.67	48.44	50.27	52.17	54.15
12	42.27	43.86	45.51	47.21	49.00	50.86
11	39.34	40.81	42.34	43.92	45.57	47.28
10	36.63	37.98	39.40	40.87	42.39	43.98
9	34.11	35.37	36.68	38.04	39.45	40.92
7	30.39	31.50	32.65	33.86	35.10	36.40
6	28.84	29.87	30.96	32.09	33.27	34.49

**Library Union
Hourly Rates – Part Time (no OPEB)
July 1, 2023**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	44.35	46.01	47.75	49.55	51.42	53.36
12	41.67	43.24	44.85	46.54	48.30	50.12
11	38.77	40.22	41.72	43.29	44.92	46.61
10	36.11	37.44	38.83	40.28	41.79	43.34
9	33.63	34.86	36.15	37.49	38.89	40.34
7	29.97	31.05	32.19	33.37	34.60	35.88
6	28.41	29.44	30.52	31.63	32.79	34.01

**Library Union
Hourly Rates – Full Time (w/Sunday Differential) (w/OPEB)
July 1, 2023**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	67.48	70.00	72.66	75.41	78.26	81.23
12	63.40	65.78	68.26	70.82	73.51	76.29
11	59.00	61.21	63.51	65.88	68.36	70.92
10	54.94	56.97	59.10	61.31	63.59	65.97
9	51.17	53.05	55.02	57.07	59.18	61.39
7	45.59	47.25	48.98	50.78	52.66	54.61
6	43.25	44.80	46.43	48.13	49.90	51.73

**Library Union
Hourly Rates – Part Time (w/Sunday Differential) (no OPEB)
July 1, 2023**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	66.52	69.01	71.62	74.32	77.14	80.05
12	62.50	64.86	67.27	69.81	72.45	75.18
11	58.16	60.33	62.58	64.94	67.38	69.91
10	54.16	56.16	58.25	60.43	62.68	65.02
9	50.45	52.29	54.22	56.24	58.33	60.51
7	44.95	46.58	48.29	50.05	51.90	53.82
6	42.61	44.16	45.78	47.44	49.19	51.01

**Library Union
Hourly Rates – Full Time (w/OPEB)
July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	46.45	48.19	50.02	51.91	53.87	55.92
12	43.64	45.28	46.99	48.75	50.60	52.51
11	40.62	42.13	43.72	45.35	47.05	48.82
10	37.82	39.22	40.68	42.20	43.77	45.41
9	35.22	36.52	37.88	39.28	40.74	42.26
7	31.38	32.53	33.71	34.96	36.25	37.59
6	29.77	30.84	31.96	33.13	34.35	35.61

**Library Union
Hourly Rates – Part Time (no OPEB)
July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	45.79	47.51	49.30	51.16	53.10	55.10
12	43.03	44.64	46.31	48.06	49.87	51.75
11	40.03	41.53	43.08	44.70	46.38	48.12
10	37.28	38.66	40.10	41.60	43.15	44.75
9	34.73	35.99	37.32	38.71	40.15	41.65
7	30.94	32.06	33.24	34.45	35.73	37.05
6	29.33	30.40	31.51	32.66	33.86	35.11

**Library Union
Hourly Rates – Full Time (w/Sunday Differential) (w/OPEB)
July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	69.67	72.28	75.02	77.86	80.80	83.87
12	65.46	67.92	70.48	73.13	75.90	78.77
11	60.92	63.20	65.58	68.02	70.58	73.22
10	56.73	58.83	61.02	63.30	65.66	68.12
9	52.83	54.78	56.81	58.92	61.11	63.38
7	47.07	48.79	50.57	52.44	54.37	56.38
6	44.66	46.26	47.95	49.70	51.53	53.41

**Library Union
Hourly Rates – Part Time (w/Sunday Differential) (no OPEB)
July 1, 2024**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13	68.68	71.26	73.95	76.74	79.65	82.65
12	64.54	66.97	69.46	72.08	74.81	77.63
11	60.05	62.29	64.62	67.05	69.58	72.18
10	55.92	57.98	60.15	62.39	64.72	67.13
9	52.09	53.99	55.99	58.07	60.23	62.48
7	46.41	48.10	49.86	51.68	53.59	55.57
6	44.00	45.60	47.27	48.99	50.79	52.67

APPENDIX B
AUTHORIZATION FOR PAYROLL DEDUCTION BY:

MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

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

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

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

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

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

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY

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

