

TOWN OF WAYLAND

BETWEEN THE

TOWN OF WAYLAND

AND

THE WAYLAND LIBRARY STAFF ASSOCIATION

MET, AFT, AFL-CIO

**COLLECTIVE BARGAINING
CONTRACT**

July 1, 2020 – June 30, 2023

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Preamble

This Agreement is hereby entered into by the Town of Wayland, hereinafter referred to as the Employer, the Wayland Library Staff Association, and the Massachusetts Library Staff Association, MFT, AFT, AFL-CIO, hereinafter referred to as the Association/Union, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

ARTICLE 1 - Recognition

1-1. The Employer recognizes the Association/Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with the Employer concerning salaries, wages, hours of work, and other conditions of employment for all regular full-time and part-time employees who regularly work ten hours or more each week, excluding the Library Director, all confidential and managerial employees, and all other employees of the Town of Wayland Public Library as set forth in the Bargaining Unit Certification by the Massachusetts Labor Relations Commission MCR-3114. All positions that are in the collective bargaining unit as of January 3, 2005 (Assistant Director, Bibliographic Services Librarian, Children's Librarian, Head of Circulation, Administrative Assistant, Business Manager, Reference Librarian, Computer Specialist/Reference Librarian, Assistant Children's Librarian, Library Assistant - Children's, Library Associate - Periodicals, Library Assistant Circulation and Custodian) shall remain in the unit, subject to the 10 hour or more work week criteria referenced above.

In the event of creation of new positions, the Employer and the Union will meet to determine if the position should be included or excluded from the unit. If the parties are unable to resolve the question after (30) days, the issue shall be submitted to the Massachusetts Labor Relations Commission for final determination.

ARTICLE 2 - Probationary Period

2-1. No employment shall be deemed final and regular until after the expiration of a period of six (6) months' probation. During this probationary period, the Town may terminate the employment of a new employee if she/he is found to be unqualified or performance is unsatisfactory in the sole judgment of the Library Director. By agreement between the Town and the Union, the probationary period may be extended by a period of time not to exceed six (6) months. Employees may utilize sick leave during the initial six (6) months of their employment.

ARTICLE 3 - Discrimination and Coercion

3-1. There shall be no unlawful discrimination by the Employer or the Association/Union against any employee covered by the terms of this Agreement because of race, color, sex (including gender and pregnancy), age, ancestry, sexual orientation, gender identity, disability, religion, national origin, economic status or veteran status, and all employees shall receive the full protection of this Agreement.

3-2. There shall be no discrimination by the Employer or the Association/Union against any employee because of such employee's activity or non-activity or membership or non-membership in the Union.

ARTICLE 4 - Union Dues and Agency Fees

4-1. The Town agrees to deduct regular monthly Association dues from the wages of each employee who authorizes the Town to do so through a signed authorization form (Appendix B) delivered to the town. The Town may conclusively rely upon a written statement from the Treasurer of the Association as to the amounts of such monthly Association dues.

4-2. The Association agrees to indemnify and save the Town 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.

4-3. 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 of any 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.

At the election of the employee, said Agency Service Fee shall be deducted from his/her wages upon presentation to the Town of a signed authorization. An employee who does not authorize the Town to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union.

ARTICLE 5 - Management Rights

5-1. The parties hereby mutually agree that unless expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all rights to manage its affairs, direct its personnel, and to control and implement all matters that relate to its operations.

These rights shall include, but are not limited to, the right to determine and implement decisions relating to the nature, extent and scope of the Employer's operations and services, to establish, maintain or change practices relating to the efficient or economical management of its affairs, or work force, and to control the methods, means, location, materials, and equipment involved in the delivery of its governmental services. The right to regulate the conduct, duties and composition of the work force including, but are not limited to, the right to hire, train, transfer, assign, schedule, discipline, demote, suspend, layoff, recall, reduce, and discharge employees. Discharge of employees shall be for cause.

The failure of the Employer to exercise its rights, or its exercise of such rights in any particular manner, shall not be construed as either a waiver of such rights or the establishment of a binding past practice between the parties.

ARTICLE 6 - Grievance Procedure

6-1. For the purpose of this Agreement a grievance shall be defined as any complaint, dispute or controversy arising between the Employer and the Association/Union and/or any employee(s) under and during the term of this Agreement and involving the interpretation or application of the specific provisions of this Agreement.

All grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present the matter informally to the Library Director or his/her designee for adjustment within ten (10) calendar days of the occurrence or employee's first knowledge of the event giving rise to the grievance or said grievance shall be deemed waived and not subject to consideration in any forum. The employee may have an Association/Union representative present at this meeting. The Library Director shall reply within ten (10) calendar days.

Step 2. If no satisfactory resolution is made in Step 1, the aggrieved employee shall reduce the grievance to writing, and file a copy of the same with the Human Resources Manager within ten (10) calendar days. The Human Resources Manager shall notify the employee and the Association Union of the result of his/her consideration within fifteen (15) calendar days.

Step 3. If no satisfactory resolution is made in Step 2, the aggrieved employee shall submit the grievance to the Personnel Board or its designee. The Personnel Board or its designee shall, upon receipt of the written grievance consider same and notify the employee and Association/Union of its final and binding decision within thirty (30) calendar days.

Step 4. If no satisfactory resolution is made in Step 3, the aggrieved employee shall submit the grievance to the Board of Selectmen or its designee. The Board of Selectmen or its designee shall either issue a written decision or shall convene a hearing within thirty (30) calendar days and shall render a written decision within seven (7) calendar days, starting the day following the close of the grievance hearing (unless the time period is extended by mutual agreement). The Board's failure to issue a decision within the applicable or extended time period shall be construed a denial of the grievance.

Step 5. Arbitration. Whenever certain grievances remain unresolved after processing in accordance with Steps herein, the Association/Union shall have the right to submit the matter to arbitration in accordance with the remainder of this Section.

Except as hereinafter stated, all arbitration proceedings pursuant to this Article shall be instituted before the American Arbitration Association and governed by and conducted in accordance with its

Voluntary Labor Arbitration Rules. It shall be considered a condition precedent to said arbitration that a written demand for same be filed simultaneously with both the American Arbitration Association and the responding party no later than thirty (30) calendar days following the exhaustion of Steps 1 - 4 herein.

However, under extenuating circumstances, time periods referred to in this article may be extended by mutual agreement.

The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this Agreement, establish new terms and conditions under this Agreement, or substitute his/her judgment for that of management unless management's actions are arbitrary, capricious and amount to an abuse of discretion. Furthermore, any action taken in accordance with the Management's Rights provision herein shall not be subject to review in any forum other than that provided for in Steps 1 - 4 of this Article.

Except for the initial filing fee, which is the responsibility of the moving party, all expenses of arbitration shall be shared equally between the parties.

ARTICLE 7 - Hours of Work

7-1. The work week for full-time employees will normally be thirty-five (35) hours consisting of five (5) work days of seven (7) hours each, including the Custodian. Employees may submit requests for adjustments to their work schedules to the Library Director. Any such requests must be approved in writing by the Library Director or his/her designee prior to taking effect. Decisions will be based on the operational needs of the Library. The workdays, which may not be necessarily consecutive, fall within the calendar week beginning Monday and ending Saturday inclusive, except during the summer schedule which is presently Monday through Friday inclusive. Any hours worked on Saturday will be voluntary during the summer schedule. In the event there are not enough volunteers, employees in their probationary period may be scheduled for Saturdays (during summer hours).

There may be rare instances resulting from Library maintenance and repair needs that preclude the custodian from working during the hours mandated in this agreement. The custodian shall be given two weeks advance notice of any schedule change, unless the custodian and the Library Director are in agreement to an earlier date and time.

7-2. Rest periods based upon the following schedule shall be included in the work schedule of all employees:

- 10 minutes for each half shift of three hours
- 15 minutes for each half shift of four hours
- 20 minutes for each shift of 5 hours

In a seven (7) hour day, a break may be taken during each half shift, one break to be ten (10) minutes, and one break to be fifteen (15) minutes.

7-3. Employees shall be compensated at the rate of time and one-half (1 1/2) their straight hourly rate of pay for hours worked in excess of thirty-five (35) hours in a work week or after seven (7) hours worked in a work day. Overtime will be scheduled by the Library Director.

7-4. Any employee who works between the hours of 6:00 p.m. and 9:00 p.m. shall be paid a shift premium for each hour worked. The hourly shift premium shall be 8% of Step 7 of the L-4 grade.

7-5. Weekend Differential:

1. Any employee who works on a Saturday during the school year (when the Library is open 10 a.m. to 5 p.m.) shall be compensated a weekend differential for each hour worked. The hourly weekend differential shall be 10% of Step 7 of the L-4 grade.

2. Any employee who works a Sunday (or Saturday during the summer when the Library is open 10 a.m. to 1 p.m.) will be compensated at the rate of time and one-half (1 1/2) their regular rate of pay.

7-6. Overtime may be taken as compensatory time at the rate of one and one half (1.5) hours for each overtime hour worked in excess of thirty five (35) hours in a work week or seven (7) hours worked in a full work day. Compensatory time will be scheduled by the Library Director. All compensatory time must be documented to the Library Director or a designee on a weekly basis.

7-7. If the Library is closed for all or part of the day, employees who would have normally been scheduled to work shall be compensated in full for their regularly scheduled hours.

7-8. Library employees will not be required to work (suffering no loss of pay) on Governor declared states of emergency.

ARTICLE 8 - Union Representatives

8-1. The Association/Union shall furnish the Library Director and the Human Resources Manager a written list containing the names of Association/Union officers on July 1st of each year and immediately after the designation of any such representatives. The Association/Union shall notify the Human Resources Manager of any changes in the list of representatives.

8-2. 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. If it is necessary that a grievance must be handled by a part-time Union representative during his/her work hours, such part-time employee will be granted reasonable time off. Stewards shall not receive time off or pay from the Town for any time spent investigating, presenting, and processing grievances outside of their regularly scheduled work shift.

8-3. Two (2) Union representatives may attend two meetings each year not to exceed one day each of the state body of the Union without loss of pay.

8-4. The Union shall be allowed to conduct Union meetings upon Library premises without pay at times and places approved by the Library Director.

ARTICLE 9 - Bereavement Leave

9-1. A regular employee upon his/her request shall be granted a leave of absence of five (5) workdays without loss of pay or reduction of vacation credit, in the event of death of an employee's spouse, parent, step-parent, child, step-child, grandchild or any other person living in the household for the purpose of bereavement. A leave of absence of three (3) workdays without loss of pay or reduction of vacation credit, will be granted in the event of death of an employee's brother, sister, grandparent, brother-in-law, sister-in-law or parent-in-law for the purpose of bereavement. Bereavement leave over three (3) days for an employee's brother, sister, grandparent, brother-in-law, sister-in-law or parent-in-law will normally be charged to annual leave. Under extenuating circumstances however, the Library Director may grant additional bereavement leave, but in no event shall the total bereavement leave exceed five (5) workdays.

ARTICLE 10 - Annual Leave

10-1. Annual leave shall be as follows:

- | | |
|------------------------------|-----------------|
| 1. 0 to 5 years employment | 13 working days |
| 2. 5 to 10 years employment | 19 working days |
| 3. 10 to 15 years employment | 22 working days |
| 4. 15 to severance | 25 working days |

Upon successful completion of the initial six (6) month probationary period, employees will be credited with vacation time back to their date of hire. Vacation will be credited at the accrual rate of thirteen (13) working days per year.

10-2. Earning schedule shall be as follows:

1. For 13 days leave per year — 7.5833 hours/month
2. For 19 days leave per year— 11.0833 hours/month
3. For 22 days leave per year— 12.8333 hours/month
4. For 25 days leave per year- 14.5833 hours/month

This earning schedule is based on 260 working days per year and a 5-day week.

10-3. Regular part-time employees will earn days at the same rate, i.e. calculated on the number of hours worked, provided they work at least 10 hours per week,

10-4. Other provisions

1. Leave may be taken in a minimum of a two hour increment, with hourly incremental usage thereafter, with permission of the Department Head, and will be used for all personal business and family emergencies.
2. Leave time may be accumulated up to 15 working days and carried over each vacation year until used or paid for at severance. Any accumulated time over 15 days not taken by 30 December of each year will be forfeited.
3. All regular part-time employees who work less than the standard hours (35) per week shall be granted pro-rated vacation determined by their years of service (in accordance with 10-I above) and the percent that their regularly scheduled hours are to a full-time schedule.
4. Use of vacation leave must be pre-approved by the Library Director.

10-5. Those employed in positions classified as an L-4 or above in Appendix A will receive annual leave days as follows:

- | | | |
|----|-----------------|---------|
| 1, | I to 5 years | 23 days |
| 2. | 5 to 15 years | 24 days |
| 3, | 15 to severance | 25 days |

1. For 23 days leave per year — 13.4166 hours/month

2. For 24 days leave per year — 14.0000 hours/month

3. For 25 days leave per year — 14.5833 hours/month

10-6. Professional and non-professional employees hired after 7/1/14 shall accrue vacation on the following schedule:

Non-Professional

- | | | |
|----|-----------------|---------|
| 1. | 0 to 5 years | 10 days |
| 2. | 5 to 15 years | 15 days |
| 3. | 15 to severance | 20 days |

1. For 10 days leave per year — 5.8334 hours/month

2. For 15 days leave per year — 8.7500 hours/month

3. For 20 days leave per year — 11.6667 hours/month

Professional (those employees in positions classified as L-4 or above)

- | | | |
|----|-----------------|---------|
| 1. | 0 to 5 years | 15 days |
| 2. | 5 to 15 years | 17 days |
| 3. | 15 to severance | 20 days |

1. For 15 days leave per year — 8.7500 hours/month

- 2. For 17 days leave per year — 9.9167 hours/month
- 3. For 20 days leave per year— 11.6667 hours/month

10-7. An employee shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs.

10-8. Employees who are terminated by dismissal, retirement, or death shall be paid an amount equal to the vacation allowance earned, but not used, in the vacation year prior to such separation. Payment shall not be made to an employee dismissed for dishonesty.

10-9. Personal Days

Full time employees shall be entitled to two (2) personal days per contract year (July through June). Personal Leave must be used during the calendar year or it shall be forfeited. Personal leave shall be used in full day increments. Personal leave is to be pre-approved by the Library Director or designee. If the personal leave is for an emergency or unplanned event, the employee will provide as much notice as reasonably possible.

Part time employees shall be entitled to prorated personal leave during the contract year, and then adjusted to the calendar year effective January 1, 2015. The amount of personal leave in hours for such employees shall be determined by dividing the employee's average number of hours normally scheduled per week by thirty-five (35). This leave must be used during the calendar year or it shall be forfeited. Personal leave shall be used in the equivalent of full day increments.

Newly hired employees shall receive Personal Leave in accord with the following schedule:

Employees in pay status on January 1st of each calendar year, or hired between January 1st and March 3 1st, shall receive 2 personal days.

Employees hired between April 1st and June 30th, shall receive 1.5 personal days.

Employees hired between July 1st and September 30th, shall receive 1 personal day.

Employees hired between October 1st and December 3 1st, shall not receive any personal

Use of Personal Days is not contingent upon the completion of the probationary period.

ARTICLE 11 - Holidays

11-1. The following holidays shall be paid holidays for employees of the Library:

- | | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans' Day |
| Patriots' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |

Independence Day

Christmas Eve Day (12:00 noon close)

New Year's Eve (3:00pm close)

Christmas Day

11-2. Regular part-time employees shall be eligible for a pro-rated portion of all paid holidays whether or not they work on a day upon which a holiday occurs.

11-3. If a holiday falls on a non-scheduled work day, a full-time employee working 35 hours or more shall be granted a compensatory day off without loss of pay.

11-4. In order to qualify for holiday pay, an employee must be in full-pay status the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday. This section will not apply to employees absent on approved workers' compensation leave.

ARTICLE 12 - Sick Leave

12-1. Sick leave shall be earned by each regular employee at the rate of 7.4840 hours/month to a maximum of thirteen days per year. Sick leave will not be earned by an employee for any month in which he/she is absent due to illness or leave of absence for more than twenty consecutive working days. For employees hired on or after July 1, 2014 the maximum sick leave accrual shall be 700 hours/ 100 days. Said amount shall be prorated for part-time employees.

12-2. When an employee is unable to work due to illness or non-occupational injury, the employee may use sick leave, not to exceed the limit of the employee's accrued sick leave, and be compensated at his/her regular rate of pay. Sick leave may be used in hourly increments with a minimum of one (1) hour.

The department head must be satisfied that the leave is caused by the employee's illness. A doctor's certificate may be required by the Town in connection with a claim for sick leave, including future sick leave, when a pattern of absences of any duration reasonably raises a suspicion of an abuse of sick leave, when sick leave usage becomes excessive or when the Library Director or Human Resources Manager reasonably believes that an absence is not due to the employee's illness.

A sick leave certificate (Appendix C) will be required for absences of more than three consecutive workdays.

If an employee refuses to submit a requested certificate, the Town shall be entitled to refuse sick leave and/or take disciplinary action as may be appropriate.

An employee may use up to five (5) sick leave days per year when necessary to care for sick members of his/her immediate family, or for medical appointments that cannot be handled outside the normal working day.

12-3. Up to the limit of the dollar amount accrued, an employee may request that his/her sick leave be used to supplement any workers' compensation payments, so long as sick leave and workers' compensation payments in each pay period do not exceed his/her regular after-tax income.

12-4. When an employee is on sick leave or receiving benefits under workers' compensation and his/her accrued time expires, unless on leave under the provisions of the Town's Family Medical Leave Act Policy, he/she will fall under the provision of Article 16, Leave of Absence, that is, no provision of this Agreement will apply and seniority will not accrue during his/her absence.

12-5. All regular part-time employees, who work 10 hours or more per week, will earn a percentage of the monthly accrual of sick leave, based upon the percent that their regularly scheduled hours are to a full-time schedule. Earned time will be accumulated in the same manner as for full time employees.

12-6. Perfect Attendance. Each employee with no sick leave taken during any six-month period shall be entitled to one additional annual leave day (employees shall not be entitled to more than two additional days per calendar year).

12-7. An employee injured on the job or absent due to his/her non-work related illness may return to work on modified duty when cleared by the Town's medical authority or in the case of his/her non-work related illness upon satisfactory medical documentation from his/her treating physician and subject to work available as determined by the Library Director and the Human Resources Manager. Modified work is a temporary means to aid in the recovery of an injured or ill worker. Progression to eventual full duty function is the expectation of the modified work program. A modified duty program may be discontinued by the Library Director and/or Human Resources Manager at any point in time based on the availability of work or the supporting medical documentation.

ARTICLE 13 - Sick Leave Bank

13-1. The bank shall be administered by a committee designated by the Association with the approval of the Town and with equal Town representation.

13-2. The purpose of the bank shall be to permit employees who have exhausted their paid sick leave accumulation to continue on paid sick leave by withdrawing paid sick leave days from the bank's general fund.

13-3. The bank's general fund shall be the accumulation of contributions by individual employees. All members of the Wayland Library Staff Association will be required to contribute one (1) day of paid sick leave per year to the general fund from their personal accumulation. Regular part-time employees will contribute days on a pro-rated basis. Association members irrevocably waive any personal rights to use or take advantage of the contributed days, and irrevocably waive any legal or equitable relief or recourse against the Town or against the Association relative to the sick leave bank. The annual contribution shall be waived in any given year if the bank has reached a minimum of 125 accumulated days. The waiver shall only apply to new employees after they have contributed one (1) day.

13-4. Association members who have exhausted their leave accumulation shall be allowed to withdraw from the fund. Said withdrawals shall be requested by the employees and must be approved by the committee. The committee may approve withdrawals up to the balance of the fund.

Except with Town approval, which approval shall not be unreasonably withheld, the committee shall not approve requests for more than ten (10) days per employee per calendar year.

13-5. Whenever the accumulation of the bank shall have fallen below fifty (50) days, the committee shall notify in writing the members of the Association. Association members shall, within fifteen days after the giving of said notice, assign one (1) additional day to the sick leave bank. Any member of the bank, who shall have exhausted his/her personal accumulation of sick leave on the date of the giving of said notice, shall assign the additional day at the time when his/her personal sick leave accumulation exceeds one day. Further, such member shall retain his/her rights in the bank until such period of assigning the additional day has expired.

13-6. The committee shall notify the Town in writing of approved withdrawals. The Town shall then adjust payroll and personnel records accordingly.

13-7. Decisions of the committee shall be binding. The grievance provisions of the Union Agreement shall not apply regarding sick leave bank except that the Association may grieve the issue of whether or not the Town unreasonably withheld approval of committee approval of a request of ten (10) or more days. Decisions shall, in any event, be fair and equitable.

13-8. The committee may, after consultation with the Town, draft rules for administering the sick leave bank consistent with these provisions.

13-9. The Committee shall provide the Town with an update of the bank's general fund by January 31st of each year. The Committee will provide the Town with an update of the bank's account whenever a withdrawal is made.

ARTICLE 14 - Sick Leave Buy Back

14-1. Upon death or retirement an employee or his beneficiary shall receive severance pay equal to that employee's most recent daily straight time rate multiplied by sixty percent (60%) of the employee's unused accumulated sick leave days provided that in no event shall such severance pay exceed the amount as follows:

Less than 20 years of service	Not to Exceed \$7,500
20 years or more of service	Not to Exceed \$10,000

ARTICLE 15 - Paternal Leave

15-1. An employee is entitled to (8) eight weeks paternal leave without pay, provided they have been employed for at least six months and provided they give (2) two weeks notice of their expected departure date and notice that they intend to return to her job. All applicable state and federal laws shall apply.

15-2. An employee is entitled to return to the same or similar position without loss of benefits for which they were eligible on the date their leave commenced, provided they are absent from such employment for a period not exceeding eight weeks.

15-3. An employee on paternal leave may use their accrued sick leave or vacation leave. If they have no accrued leave available or their accrued leave expires, they will fall under the provisions of Article 16, Leave of Absence, that is, no provision of this Agreement will apply and seniority will not accrue during this absence.

ARTICLE 16 - Leave of Absence

16-1. Any employee may apply for a leave of absence without pay.

16-2. Up to four (4) weeks leave of absence may be granted at the discretion of the Library Director.

16-3. If an employee wishes to request more than four (4) weeks leave of absence for reasons including but not limited to the adoption of a child, he or she must apply in writing to the Human Resources Manager and Town Manager for permission to do so. A long-term (e.g. one year) leave will be granted only under very unusual circumstances.

16-4. If a leave of absence is granted, vacation, sick leave and seniority are not accrued during the period of absence, however, prior continuous service will be retained for purposes of seniority and eligibility for benefits.

ARTICLE 17 - Jury Duty

17-1. If an employee is called to serve on jury duty, he/she shall be paid the difference between compensation for serving on jury duty and his/her normal regular base pay. Employees serving on jury duty should report for work on the days or portions thereof on which they serve, where practical. Reasonable documentary proof of actual service of jury duty must be presented in order that his/her compensation be paid.

17-2. An employee summoned as a witness on behalf of the Town of Wayland shall be granted court leave after filing the notice of service with the Library Director. If an employee is summoned while on annual leave, he/she will be given an additional day of annual leave.

ARTICLE 18 - Seniority

18-1. Seniority shall be defined as the length of continuous employment in the Library, pro-rated for less than full-time employees.

ARTICLE 19 - Reduction in Force

19-1. In the event of a reduction in force for bona fide economic reasons or other just cause, the parties of this Agreement recognize their obligation under Chapter 150E, of the Massachusetts General Laws, to negotiate the impact of said reduction in force and hours on the bargaining unit, provided either party so requests to meet.

19-2. Where qualifications and ability to perform the duties of the job are equal, layoffs shall be based upon seniority, the least senior employee shall be laid off first. Employees, who are laid off due to a reduction in force, will have recall rights for two years from their date of separation.

19-3. Employees who have been laid off and are reemployed within two years will be credited with prior continuous service for purposes of seniority.

19-4. Each laid off employee shall inform the Human Resources Department of his/her current address so that notice of possible rehiring shall reach him/her in a timely manner. If the laid off employee does not respond within ten (10) working days following the mailing of this recall notice by certified mail, return receipt requested, to his/her last known address, his/her recall rights shall be canceled.

19-5. No new employee shall be hired while a qualified employee has recall rights unless the qualified employee has declined the available position.

ARTICLE 20 - Professional Conferences Association Memberships

20-1. At the sole discretion of the Library Director, employees may be granted leave with pay and conference related expenses to attend approved professional conferences and seminars.

20-2. At the sole discretion of the Library Director regular full-time employees may receive professional membership in the Massachusetts Library Association, New England Library Association or other professional library associations.

20-3. Professional Conferences. The Town shall make available a total of \$2,000.00 annually for members for related expenses, to attend professional conferences, seminars, and meetings for memberships in professional associations. All conferences, seminars or meetings, for the purpose of this section, must be first approved by the Library Director.

ARTICLE 21 - Severability

21-1. 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, the terms of this Agreement shall prevail.

ARTICLE 22 - Waiver

22-1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, Employer and Association]Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except to the extent that negotiations are required under Chapter 150E of the Massachusetts General Laws.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 23 - Job Posting and Vacancies

23-1. Whenever a position covered by this Agreement becomes vacant, such a vacancy will be adequately publicized by the Library Director by mean of a notice placed on the Association Bulletin Board as far in advance as possible. The qualifications for the position, its duties and the closing date for filing application will be clearly stated. The Union representative shall be provided a copy of the notice at the time of posting. This notice of vacancy shall remain posted for seven (7) days.

Interested employees shall apply in writing within the seven (7) day period. The Employer in its sole discretion will award the position to the most qualified applicant, with preference given to current qualified employees. The Employer reserves the unqualified right to hire outside the bargaining unit after reviewing all candidates' applications.

ARTICLE 24 - Office Conditions

24-1. At the discretion of the Library Director, should the temperature in any work section of the Library fall below 58 degrees Fahrenheit or exceed 90 degrees Fahrenheit, for a period of more than an hour, the building will be closed and employees released from duty until the situation has been rectified. Employees may be required to work remotely for continuity of operations.

24-2. If prior to the scheduled opening of the Library, the Library Director in consultation with the Police Chief, Fire Chief, Director of Public Works or Town Administrator, determines weather conditions to be adverse the Library shall be closed. In such instances the Library Director shall contact employees by 7:00 a.m. Employees shall not suffer monetary loss nor loss of personal time.

24-3. If during the course of normal hours of operations the Library Director determines weather conditions to be adverse, the Library shall close. Employees who are working at the time a closing goes into effect will be allowed to leave prior to the end of their assigned shift. Employees will be paid for the duration of their assigned shift. Prior to leaving employees will be expected to shut down computers, ensure patrons are out of the building, etc. Employees scheduled to work evening hours shall be notified two hours in advance of their scheduled shift of the closure, and shall not suffer monetary loss nor loss of personal time.

ARTICLE 25 - Mileage Reimbursement

25-1. An employee who is required in the course of his/her duties to use a personal vehicle will be reimbursed at the current IRS recognized rate.

ARTICLE 26 - Wages

26-1. There will be base hourly rate increases as follows:

Effective July 1, 2020

2.00%

Effective July 1 ,2021	2.00%
Effective July 1 ,2022	2.5%

26-2. Clothing Allowance - The Town agrees to furnish an annual clothing allowance not to exceed \$400 for the custodian of Wayland Public Library. The custodian will be eligible to receive clothing allowance payments, upon presentation of receipts verifying the purchase of work-related clothing. Such receipts shall be presented in a manner prescribed and deemed acceptable by the Human Resources Manager.

26-3. Effective no earlier than the first pay week of March 2008, employees will be paid on a biweekly basis. Employees will receive their pay via direct deposit. Pay advices will be distributed electronically with employees having access to their information while at work.

ARTICLE 27 - Reclassification

27-1. An individual newly hired by the Library or permanently transferred from one job to another shall be paid the minimum salary or wage rate for his/her classification except as hereinafter provided.

27-2. Where, in judgment of the Library Director, unfairness would otherwise result, a Library employee temporarily assigned to work of a higher classification for at least two (2) weeks shall be paid at the higher classification. The step at the higher classification shall be determined by selecting the first step that assures the individual of an increase in wages at least equal to the next step in their current grade level for the period of the assignment. The new higher salary becomes effective when the employee begins the 11th consecutive workday of the temporary assignment.

27-3. Any employee who is promoted to a higher job classification will receive at least one periodic step increase under the job classification at the time of the promotion. The step at the higher classification shall be determined by selecting the first step that assures the individual of an increase in wages at least equal to the next step in their current grade level

27-4. The duties of any employee may be reviewed by the Library Director upon request of the employee or on the Library Director's own initiative. If it appears to the Library Director that such employee belongs in a different job classification because of changes in the nature of the employee's duties, the Library Director may recommend his/her reclassification to the Human Resources Manager which shall then review the facts and approve or deny the proposed reclassification. A reclassified employee shall be assigned a new anniversary date, which shall be the effective date of the reclassification. Reclassified employees shall only be eligible for a step increase on each subsequent anniversary following a reclassification.

ARTICLE 28 - Increases within Established Rate Ranges

28-1. On each employment anniversary date, employees shall be reviewed and considered for a step increase. Under no circumstances shall an employee receive a step increase beyond the maximum

step of their range. Step increases will be granted only upon the written recommendation of the Library Director, with the approval of the Human Resources Manager.

28-2. Upon completion of the probationary period for a new employee, such employee will be reviewed and considered for a one step increase under the same conditions as prescribed in Section 1.

28-3. In the event that a step increase is withheld, the employee may request a written explanation for the action, which would be signed by the Library Director and presented to the employee with a copy provided to the Human Resources Manager.

ARTICLE 29 - Discipline and Discharge

29-1. Employees shall not be disciplined, lowered in rank or compensation, or discharged, except for just cause, and the reasons for any of the preceding shall be given to the employee in writing. (This section does not apply to performance counseling meetings).

29-2. An employee's personnel file shall be available to him/her and no reprimand shall be placed in an employee's file unless first shown to the employee. Each employee shall be granted full and complete access to their personnel files and all documents therein as long as advance notice is given to the Human Resources Department. A Human Resources representative shall be present when an employee reviews his/her file. No documents may be removed by the employee from the personnel file. Copies of documents will be supplied upon request.

29-3. Employees shall have the right to have a union representative or steward present in any disciplinary action involving a formal warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee before the public or staff.

ARTICLE 30 - Health Insurance

30-1.

a. In accordance with Massachusetts General Laws, only those bargaining unit members who are regularly scheduled to work 20 hours or more per week will be eligible to participate in group insurance (health, life, dental, LTD, etc.).

b. Pursuant to M.G.L. Chapter 32B, section 19 a Public Employee Committee (PEC) was created. The provisions of the health insurance provided shall be governed by the agreement reached between the PEC and the Town.

c. Providing cost-effective health insurance is beneficial to both the Town and bargaining unit members. In order to meet that objective the Union recognizes that group health insurance plans, carriers, providers, benefits, coverages, deductibles, co-payments and prescription co-payments may change from time-to-time.

The parties agree, that at any time and at the request of either party, they will engage in bargaining over group health insurance (including but not limited to carriers, providers, benefits, coverages,

deductibles, premiums, co-payments and prescription co-payments). Both parties recognize that reasonable advance notice shall be given for bargaining over proposed changes.

d. The Town offers the health plans and contribution rates as identified in the Section 19 Agreement between the Town of Wayland and the Wayland School and Town unions (the PEC) dated March 21, 2022, effective July 1, 2022 and continuing through June 30, 2025. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.

e. Part-time employees, hired on or after July 1, 2008, will contribute to health insurance plans at the rate of 50.0% of the monthly premium.

30-2. The Town agrees to provide life insurance, at the employee option, in the amount of \$10,000 with an additional \$10,000 of accidental death and dismemberment coverage with 50% of the premium paid by the Town and 50% of the premium paid by the employee. At the employee's option and expense, additional life insurance will be made available.

ARTICLE 31 - No Strike

31-1. The Association/Union, its officials, members and all employees performing work within the scope of this Agreement, individually and collectively, hereby agree that at no time will they cause, condone, sanction or participate in any strike, walkout, slowdown, sit-down, picketing, sympathy job action, work stoppage, employee demonstration or any other kind of cessation, interruption or interference with the performance of employment duties for the Town of Wayland.

The Association/Union, its officials, members and all employees performing work within the scope of this Agreement, individually and collectively, further agree that, in the event of a violation of this provision any and all individuals involved shall be subject to damage or discipline action in accordance with Massachusetts General Laws Chapter 150E.

ARTICLE 32 - Professional Development

32-1. At the request of the Library Director, members of the Library staff with at least one year of service may study library-related courses at colleges and universities. Staff may attend undergraduate or graduate level courses. Full-time staff may be granted time off with pay, the amount of time to be approved by the Library Director. Both full and part-time members of the unit may be given partial tuition reimbursement for one course per term at the discretion of the Library Director. Typical reimbursement after the successful completion of a course will be 75% payment of tuition fee or \$850.00 (whichever is less) for an undergraduate course or \$1,300.00 toward the cost of a graduate level course at an accredited college. Whenever possible, supervisors will try to arrange schedules so that staff members desiring to continue their education in library science may be able to register for the course.

32-2. The Library Director in his/her sole discretion may grant regular full-time employees educational leave with pay during a work shift to attend a class if pursuing a Master's degree in library science or credit for job-related course and seminars.

32-3. Compensatory time off shall be given to full-time employees who are requested by the Librarian Director to take job-related courses on their personal time. Said request will be put in writing to the employee by the Librarian Director.

32-4. Library employees who have been provided with paid educational leave agree to remain in the employ of the Library for a period of one year following the completion of the course. Employees who sever their employment relationship prior to the end of the one-year period agree to reimburse the Town for any educational leave they received.

ARTICLE 33 - Family Medical Leave

33-1. An employee shall be entitled to leave for any of the purposes listed in the Town of Wayland's Family Medical Leave Act Policy and in accordance with the Federal Family Leave Act of 1993 (FMLA). For the purpose of determining leave eligibility under FMLA, the twelve (12) month "roll back" method shall be used. Requests for FMLA leave must be filed with the Human Resources Manager. An employee may use vacation and/or sick time to receive pay while on FMLA leave. Employees are subject to all provisions outlined in the Town of Wayland's FMLA policy.

ARTICLE 34 - Performance Evaluations

34-1. Employees will receive an annual performance evaluation. The evaluation will be in the agreed to format (Appendix D) and will begin on the employee's anniversary date in his/her position.

ARTICLE 35 - Health & Safety

35-1. There may be a Health & Safety Committee comprised of two (2) representatives of the Union and the Librarian Director, the Public Buildings Director and the Human Resources Manager (or their designees). The Committee's function is to discuss health and safety issues affecting the workplace. The Committee may meet periodically as needed on a date and time that is mutually agreeable.

ARTICLE 36 - Duration of Agreement

36-1. Except as otherwise specifically provided, the Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2023, and shall be automatically renewed thereafter, unless either party serves upon the other written notice of a desire to modify or terminate this Agreement. Such notice to be served on or before April 1, 2023.

APPENDIX A – Wage & Classification

Effective: July 1, 2020 + 2.00%

Step	1	2	3	4	5	6	7	8	9	10
L-1	41,305	42,530	43,829	45,111	46,484	47,895	49,306	50,791	52,332	53,872
L-2	44,610	45,946	47,338	48,767	50,179	51,701	53,279	54,875	56,509	58,198
L-3	48,174	49,622	51,107	52,647	54,244	55,859	57,530	59,256	61,039	62,876
L-4	52,035	53,594	55,172	56,862	58,551	60,333	62,115	63,990	65,902	67,888
L-5	56,193	57,883	59,627	61,410	63,247	65,141	67,109	69,114	71,175	73,328
L-6	60,668	62,505	64,380	66,348	68,316	70,376	72,456	74,646	76,873	79,175
L-7	65,549	67,499	69,541	71,601	73,774	75,983	78,266	80,604	83,018	85,506
LC	39,578	41,063	42,493	44,053	45,667	47,802				

L-1 - Library Assistant -
L-1 - Library Assistant -
L-2 - Library Associate -
L-4 - Assistant Children's

L-4 - Bibliographic Services
L-4 - Library Administrative
L-4 - Computer Specialist/Ref
L-4 - Head of Circulation

L-4 - Reference
L-5 - Children's
L-5 - Business Manager
L-7 - Assistant Director

LC - Custodian

Effective: July 1, 2021 + 2.00%

Step	1	2	3	4	5	6	7	8	9	10
L-1	42,131	43,381	44,706	46,013	47,414	48,853	50,292	51,807	53,379	54,950
L-2	45,502	46,865	48,285	49,743	51,182	52,735	54,344	55,972	57,639	59,362
L-3	49,137	50,614	52,129	53,700	55,328	56,976	58,681	60,441	62,260	64,133
L-4	53,076	54,666	56,275	57,999	59,722	61,540	63,357	65,269	67,220	69,246
L-5	57,317	59,041	60,820	62,638	64,512	66,444	68,451	70,496	72,598	74,794
L-6	61,881	63,755	65,668	67,675	69,682	71,783	73,905	76,139	78,411	80,759
L-7	66,860	68,848	70,931	73,033	75,249	77,503	79,831	82,217	84,678	87,216
LC	40,370	41,884	43,343	44,934	46,581	48,758				

L-1 - Library Assistant -
L-1 - Library Assistant -
L-2 - Library Associate -
L-4 - Assistant Children's

L-4 - Bibliographic Services
L-4 - Library Administrative
L-4 - Computer Specialist/Ref
L-4 - Head of Circulation

L-4 - Reference
L-5 - Children's
L-5 - Business Manager
L-7 - Assistant Director

LC - Custodian

Effective: July 1, 2022 + 2.5%

Step	1	2	3	4	5	6	7	8	9	10
L-1	43,184	44,465	45,824	47,163	48,600	50,074	51,549	53,102	54,713	56,324
L-2	46,639	48,036	49,492	50,986	52,462	54,053	55,703	57,372	59,080	60,846
L-3	50,365	51,880	53,432	55,043	56,712	58,401	60,148	61,952	63,816	65,737

L-4	54,403	56,032	57,682	59,449	61,215	63,078	64,941	66,901	68,901	70,977
L-5	58,750	60,517	62,340	64,204	66,125	68,105	70,162	72,259	74,413	76,664
L-6	63,428	65,349	67,310	69,367	71,424	73,578	75,752	78,042	80,371	82,778
L-7	68,532	70,570	72,705	74,859	77,130	79,440	81,827	84,272	86,795	89,396
LC	41,379	42,932	44,427	46,057	47,745	49,977				

L-1 - Library Assistant -
L-1 - Library Assistant -
L-2 - Library Associate -
L-4 - Assistant Children's

L-4 - Bibliographic Services
L-4 - Library Administrative
L-4 - Computer Specialist/Ref
L-4 - Head of Circulation

L-4 - Reference
L-5 - Children's
L-5 - Business Manager
L-7 - Assistant Director

LC - Custodian

APPENDIX B – DUES AUTHORIZATION

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Print Name of employee)

TO: TOWN OF WAYLAND

Effective _____ I hereby request and authorize you to deduct
(Date)

from my earnings each week, the current amount of dues as established by the UNION.

This amount shall be paid to the treasurer of WAYLAND LIBRARY STAFF ASSOCIATION,
M.L.S.A., MET, AFT, AFL-CIO.

These deductions may be terminated by me by giving you a 60 days written notice in advance or
upon termination of my employment.

Employee's Signature

Employee's Address

Employee's Phone

APPENDIX C – Physician’s Certificate

Certificate by Primary Care Physician or Associated Medical Professional, Treating Dentist,
etc. of Patient Inability to Work Due to Illness

Date

To: Town of Wayland

Employee Name

1. This is to certify that I have consulted with the above individual on:

_____ at _____
Date (s) Please Enter Place (Office, Hospital, etc.,) or by Telephone

2. It is my medical opinion that he/she should be out of work due to:

(Please State Nature of Illness)

3. The expected duration of the illness is _____ calendar days commencing on

Date

Signature

Address

Please Print Name/Title

Telephone

I certify that the above is true.

Employee Signature

Date

APPENDIX D – Performance Evaluation Form

TOWN OF WAYLAND
Library Staff Association

Performance Evaluation Period: _____

Employee: _____

Position: _____

Stage 1 — Initial Conference

The following signatures acknowledge the completion of Stage 1. Primary duties, responsibilities and/or goals have been established and are listed on the attached sheet. These primary duties, responsibilities and/or goals will serve as the basis for this evaluation. Applicable performance criteria (e.g. amount, quality, timeliness, completion of work product) have been identified.

Employee's Signature: _____ Date: _____

Library Director's Signature: _____ Date: _____

Stage 2 — Mid-year Conference

The following signatures acknowledge the completion of Stage 2. Primary duties, responsibilities and/or goals have been reviewed. The employee has been notified of performance-to-date. Any deficiencies that may affect the annual review and corrective measures to improve performance have been identified. Deficiencies and improvement measures are noted on attached sheets.

Employee's Signature: _____ Date: _____

Library Director's Signature: _____ Date: _____

Stage 3 — Annual Review Conference

The following signatures acknowledge the completion of Stage 3. The overall annual performance rating is based on the attached primary duties, responsibilities and/or goals. Any other items affecting this evaluation are noted below.

Annual Performance Rating: Satisfactory Unsatisfactory

_____ I agree I disagree with the annual review.

Employee's Signature: _____ Date: _____

Comments:

Library Director's Signature: _____ Date: _____

Comments:

PRIMARY DUTIES, RESPONSIBILITIES AND GOALS #1.

Primary duties, responsibilities and/or goals with performance criteria:

Annual Performance Rating: **Satisfactory** **Unsatisfactory**

Comments: _____

#2. Primary duties, responsibilities and/or goals with performance criteria:

Annual Performance Rating: Satisfactory Unsatisfactory

Comments: _____

PRIMARY DUTIES, RESPONSIBILITIES AND GOALS

#3. Primary duties, responsibilities and/or goals with performance criteria:

Annual Performance Rating: Satisfactory Unsatisfactory

Comments: _____

#4. Primary duties, responsibilities and/or goals with performance criteria:

Annual Performance Rating: Satisfactory Unsatisfactory

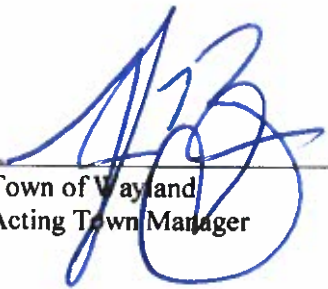
Comments: _____

OTHER

Parties agree to initiate a review of job descriptions for Library positions no later than October 5, 2018. Said review may warrant a review of a position's classification.


The parties also agree to discuss part-time employees who are working on a Saturday being able to choose working the extra day or taking another day off during the week. Said discussion may lead to an MOA between the parties.

Signed this 27th day of October 2022.



Town of Wayland
Acting Town Manager

Marisa N. Wright



Wayland Library Staff Association
MET, AFT, AFL-CIO