

Memorandum of Agreement

between

The Town of Bridgewater

and

The Bridgewater Public Library Staff Association

This Memorandum of Agreement is entered into by and between the Town of Bridgewater (hereinafter the “Town”) and the Bridgewater Public Library Association (hereinafter the “Association”).

WHEREAS, the Town and the Association are parties to a Collective Bargaining Agreement for the period July 1, 2021 through June 30, 2024; and,

WHEREAS, the Town and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective July 1, 2024.

NOW, THEREFORE, the Negotiating Team of the Town, acting subject to the ratification of this Memorandum of Agreement by the Town Select Board, and the Negotiating Team of the Association, acting subject to the ratification of this Agreement by the membership of the Bridgewater Public Library Association agree as follows:

The terms and conditions of employment set forth in the collective bargaining agreement for the period July 1, 2021 through June 30, 2024 shall remain in full force and effect for the period July 1, 2024 through June 30, 2027, except as modified below.

1. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

2. **Article 2 – Union Dues & Agency Fee**

Delete Articles 2.1 and 2.3

3. **Article 4 – Grievance Procedure**

Amend to read as follows:

4.10 Discipline. Employees shall have the right to have a Union Steward or representative present in any disciplinary action including reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. Employee’s personnel file shall be available to the employee. Employees shall be notified of

reprimands via their town email (the Town will ensure each employee is assigned a Town email address).

4. Article 6 – Salaries, Overtime, 2nd Weather Emergencies:

Amend to read as follows:

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

5. Article 7 – Hours of Work

Amend to read as follows:

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

A new hire will be entitled to all benefits after ninety (90) working days of service. Benefits will be averaged on a pro rata basis for the each month worked during the aforesaid consecutive twelve (12) month period. Thereafter, benefits will be calculated by calendar

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

6. Article 9.0 – Holidays:

Amend to read as follows:

9.0 All full-time and permanent part-time employees, as defined in Article 7.0, working twenty (20) or more hours covered by this Contract who are regularly employed, shall

receive regular compensation for the number of hours scheduled to work for the following holidays:

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

or the following day, when any of the above holidays occur on Sunday, notwithstanding any other provisions of this Agreement. One half (1/2) day before Christmas, and one-half (1/2) day before New Years are discretionary days that may be granted as time off as determined by the Library Director. If Town Hall closes early, the Library will also close early. If Christmas Eve falls on a Saturday, the Library will be closed.

7. Article 10 – Vacations

Amend to read as follows:

10.0 Every Full-time and permanent part-time employee, as defined in Article 7.0, shall be granted vacation leave in accordance with the provisions of this Article. Employees shall not be eligible to accrue or use vacation leave during their probationary period. On the first pay period after the expiration/conclusion of an employee's probationary period, the employee shall be credited with one (1) year employee vacation time pro-rated from the hire date through December 31 of the current year.

Vacation leave shall be issued on January 1 of each year and shall expire upon the following December 31, except for the following provisions:

Any employee who has accrued vacation time on December 31, 2025 shall be permitted to carryover up to two (2) weeks of vacation time. This carried over vacation time shall expire on July 1, 2026.

Effective December 31, 2026 and each year thereafter: Employees will be permitted to carry over one (1) week of vacation into the following year, which must be used prior to April 30th with written approval by the Department Head provided that sufficient notice (before December 31st) is submitted to Human Resources.-

Employees reaching a new vacation accrual milestone based on their years of service shall receive a prorated amount of the new vacation accrual rate for the period from their anniversary date through December 31 of the current year.

10.1 In scheduling vacations, preference should be given to employees on the basis of years of employment in the department whenever possible. Such vacations shall be granted by the Library Director at such times as is in his/her opinion will cause the least interference with the performance of the regular work of the library.

10.2 Full-time employees, as defined in Article 7.0, shall be granted vacation leave in accordance with the following:

Complete Years of Service	Vacation Time
1 - 5	3 weeks
6 - 10	4 weeks
11 - 20	5 weeks
21 and above	6 weeks

Permanent part-time employees, as defined in Article 7.0 (with more than ninety (90) working days of service with the town) shall be entitled to the above amount of vacation in the ratio that their part-time employment bears to full-time employment. Said vacation shall not exceed three (3) weeks or thirty-five (35) hours per week. Other part-time employees are excluded from vacation benefits.

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

10.4 Eligible employees who have fulfilled requirements for a vacation and whose service is terminated, or by resignation or retirement, or death, who have not been granted vacation to which they are entitled, shall be paid an amount in lieu of the vacation due, pro-rated to the number of months worked.

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

8. Article 11 – Sick Leave

Amend to read as follows:

11.0 Employees who are regularly scheduled to work at least ten (10) hours per week shall be entitled to paid sick leave at the rate of fifteen (15) days per calendar year, to be pro-rated according to hours of work for part-time employees and credited on January 1. For employees of less than one year of service, sick leave shall be accumulated at the rate of one and one-quarter (1 1/4) days per month, for a full month served prior to the employee's first January 1. On the new employee's January 1, he/she shall then be credited with fifteen (15) days for the upcoming calendar year.

9. Article 11 – Sick Leave

Amend to read as follows:

11.2 Upon return to work following an absence in excess of three (3) consecutive work days, an employee may be required to undergo a medical examination to determine his/her fitness for work. In cases of illness, such above mentioned physical examination shall be conducted by the employee's own physician, at the employer's expense. In cases of injury related to the actual performance of duty, such examination shall be conducted in accordance with the following:

Employees who sustain work related injuries or illnesses shall inform their supervisor immediately. Supervisors/Department heads shall notify Human Resources of the injury or illness. No matter how minor an on the job injury may appear, it must be reported immediately. Some examples include, but are not limited to, slips, trips, falls, near misses, malfunctioning or damaged equipment, citizen or visitor injury, theft, threats or actions of violence. The employee, in conjunction with their supervisor and/or department head, must submit a completed accident or property damage report within twenty-four (24) hours of the incident. This will ensure compliance with OSHA and enable an eligible employee to qualify for coverage as quickly as possible

The Town will maintain Workers' Compensation insurance to cover injuries or illnesses that arise out of employment and occur during the course of employment pursuant to Massachusetts General Laws Chapter 152. This insurance provides medical, surgical, or hospital treatment in addition to payment for lost earnings that result from work-related injuries. Any employee who suffers an on-the-job injury or illness, no matter how minor, must report that injury or illness to the appropriate supervisor and/or Department head and the Town Manager's Office. Injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity are not compensable under the Massachusetts Workers' Compensation Act. The salary compensation under worker's compensation is calculated at 60% of the average weekly wage of the employee.

If an employee has accumulated leave and requests to do so, the difference between the worker's compensation pay and their regular pay may be charged to accumulated sick, vacation, or compensatory time leave so that the employee receives 100% of his/her weekly gross payroll. The employee may also elect only to receive the worker's compensation. No deductions are made from the worker's compensation check and therefore the employee must make arrangements for voluntary deductions such as health insurance

10. Article 12 – Maternity/Paternity leave

Amend to read as follows:

12.0 Parental leave. Pursuant to M.G.L. Chapter 149, Section 105D, an employee who has successfully completed three (3) months of employment shall be entitled to eight 8 weeks of parental leave for the purpose of birth of a child or for the placement of a child

under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. Employees may utilize any accumulated leave time for parental leave.

11. Article 14 – Bereavement Leave

Amend to read as follows:

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

12. Article 17 – Group Insurance

Amend to read as follows:

17.1 The Town will pay eighty percent (80%) of each employee's premium and the employee will pay twenty percent (20%). New employees hired after the ratification of this agreement will share the cost of health insurance premiums; with the Town contributing 75% of the cost and new employees contributing 25%.

13. Article 20 – Working Area Conditions

Amend to read as follows:

20.0 Clean, well lit, air conditioned, and well-ventilated work areas shall be provided for all employees. Employees shall be relocated to another area in the library where said conditions don't exist.

14. Article 20 – Working Area Conditions

Amend to read as follows:

20.2 During Monday – Friday the Library will be closed whenever town hall is closed for inclement weather. On Saturdays the library will be closed at the discretion of the Director. If the Director decides to close, an announcement will be placed on the public telephone system of the Library by 7:00 a.m. followed by an e-mail notification to employees. Email shall suffice in the event the phone service is experiencing difficulties.

If no announcement is made by 7:00 am, employees are to assume that the library is open.

When the library is closed due to inclement weather, employees scheduled to work will be paid their regular rate of pay.

15. Article 22 – Miscellaneous

Delete section 22.6, renumber accordingly

16. Article 23 – Longevity

Amend to read as follows:

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

After 10 years of continuous service	\$500
After 15 years of continuous service	\$650
After 20 years of continuous service	\$1000
After 25 years of continuous service	\$1,300
After 30 years of continuous service	\$1,600
After 35 years of continuous service	\$1,900

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

After 15 years of continuous service	\$100
After 20 years of continuous service	\$200
After 25 years of continuous service	\$300
After 30 years of continuous service	\$400
After 35 years of continuous service	\$500

17. Article 24 – Wages

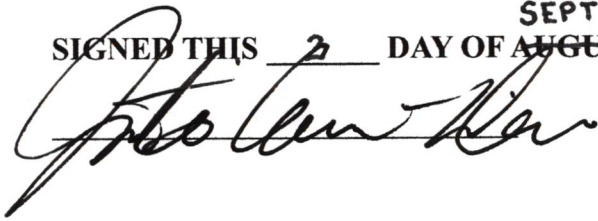
Effective July 1, 2024:	2 % increase to each step on the salary schedule
Effective July 1, 2025:	1 % increase to each step on the salary schedule
Effective July 1, 2026:	1% increase to each step on the salary schedule
Effective January 1, 2027:	1% increase to each step on the salary schedule

18. Article 31 – Duration

Amend to read as follows:

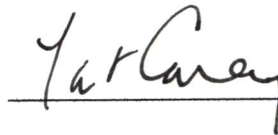
Duration of the Agreement shall be effective as of July 1, 2024, and shall continue until June 30, 2027, and shall be automatically renewed from year to year thereafter, unless either party services upon the other written notice of the desire to modify or terminate this Agreement. If such notice is served, negotiations shall commence between the parties of February 1, 2027.

SIGNED THIS 2 DAY OF ~~SEPTEMBER~~ ~~SEPTEMBER~~ ~~2025~~ ~~2025~~



For the Town

Vanessa Eastwood



For the Association