K840303

AGREEMENT

Weston Library Staff Associations,
MLSA, MFT, AFT, AFL-CIO

and

Town of Weston

July 1, 2017 to June 30, 2020

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AGREEMENT

AGREEMENT made this 1st day of August, 2017, by and between WESTON LIBRARY STAFF ASSOCIATION, MLSA, MFT, AFT, AFL-CIO (herein referred to as the "Union"), and the TOWN OF WESTON, a municipal corporation located in Middlesex County, Massachusetts (herein referred to as the "Town").

W I T N E S S E T H: That

WHEREAS, the Union is the collective bargaining agent for the employees of the Town to whom this agreement applies; and

WHEREAS, in the interest of promoting a sound and stable relationship between the Town and said employees the parties desire to set forth the compensation, hours and other conditions of employment which the Town and the Union have arrived at through collective bargaining.

NOW, THEREFORE, the Town and the Union agree as follows:

ARTICLE 1. RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for professional employees and paraprofessional employees of the Weston Public Library, excluding in all cases, however, all elected officials, board and commission members, executive officers of the Town, as such, Director of Weston Public Library, pages, custodians, and temporary/on-call employees. The term "employee" or "employees" as used in this agreement means a person or persons to whom this agreement applies and for whom the Town recognizes the Union as exclusive bargaining agent.

ARTICLE 2. RIGHTS OF THE TOWN: RIGHTS OF EMPLOYEES

2.1 Except as specifically modified by this agreement, the Town retains the right, through its Board of Library Trustees, to select and hire all employees; to promote employees; to determine the necessity for filling a vacancy; to transfer employees from one position to another; to suspend, discipline, or discharge employees; to subcontract work; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required because of lack of work or curtailment of work; to make reasonable rules and regulations which do not conflict with the provisions of this agreement; and generally to control and supervise the Town's operations and municipal affairs without hindrance or interference by the Union. The Union retains its rights under M.G.L. Chapter 150E, Section 2.

2.2 It shall be a violation of this agreement for the Town to interfere with, restrain or coerce any employee in connection with the exercise of the right of the employee to self-organization, to form, to join or assist in any employee organization, to bargain collectively through representatives of the employee's own choosing on questions of wages, hours and other conditions of employment, to engage

in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to dominate or interfere with the formation, existence or administration of any employee organization; or to discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition or complaint or given any information or testimony in connection with the law applicable to collective bargaining; to refuse to bargain collectively in good faith with the Union; or to refuse to discuss grievances with the Union.

ARTICLE 3. NO-STRIKE CLAUSE

3.1 It shall be a violation of this agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown or withholding of services.

3.2 Should any employee covered by this agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith take all reasonable steps to terminate such strike, work stoppage, slowdown, or withholding of services. "Reasonable steps" include, but are not limited to, a public statement that such strike, work stoppage, slowdown, or withholding of services is unauthorized and constitutes a violation of this agreement.

ARTICLE 4. JOB CLASSIFICATIONS AND COMPENSATION

4.1 Job Classifications. The following job classifications are established.

A. Professional Employees:
Adult Services Librarian
Youth Services Librarian
Technical Services Librarian
Reference and Electronic Services Librarian
Young Adult Librarian
Children's Librarian
Reference Librarian

B. Paraprofessional Employees:
Circulation Supervisor
Library Assistant
Administrative Assistant

Additional job classifications may be instituted by the Town whenever the Town's activities require. Note: The Town has the right to determine the level of service to be provided in the classifications herein established.

4.2 Effective on the date indicated compensation at the rates set forth below shall be paid to employees:

Adult Services Librarian
Reference and Electronic Services Librarian
Technical Services Librarian
Youth Services Librarian

	Hourly Rates Effective		
	July 1, 2017	July 1, 2018	July 1, 2019
0 – 6 months	33.27	33.94	34.62
6 – 18 months	34.36	35.05	35.75
18 – 36 months	35.37	36.08	36.80
36 - 48 months	36.53	37.26	38.01
48 – 60 months	37.24	37.98	38.74
Over 60 months	37.24	38.74	39.51

Children's Librarian
Young Adult Librarian
Reference Librarian

	Hourly Rates Effective		
	July 1, 2017	July 1, 2018	July 1, 2019
0 – 6 months	28.19	28.75	29.33
6 – 18 months	29.13	29.71	30.30
18 – 36 months	30.12	30.72	31.33
36 - 48 months	31.04	31.66	32.29
48 - 60 months	31.68	32.31	32.96
Over 60 months	31.68	32.96	33.62

Circulation Supervisor

	Hourly Rates Effective		
	July 1, 2017	July 1, 2018	July 1, 2019
0 – 6 months	26.45	26.98	27.52
6 – 18 months	27.50	28.05	28.61
18 – 36 months	28.55	29.12	29.70
36 - 48 months	29.45	30.04	30.64
48 - 60 months	30.04	30.64	31.25
Over 60 months	30.04	31.25	31.88

Library Assistant

	Hourly Rates Effective		
	July 1, 2017	July 1, 2018	July 1, 2019
0 – 6 months	20.97	21.39	21.82
6 – 18 months	21.92	22.36	22.81
18 – 36 months	22.79	23.25	23.72
36 - 48 months	23.50	23.97	24.45
48 – 60 months	24.00	24.48	24.97
Over 60 months	24.00	24.97	25.47

Administrative Assistant

Hourly Rates Effective

	July 1, 2017	July 1, 2018	July 1, 2019
0 – 6 months	26.02	26.54	27.07
6 – 18 months	26.55	27.08	27.62
18 – 36 months	27.07	27.61	28.16
36 - 48 months	27.61	28.16	28.72
48 – 60 months	28.15	28.71	29.28
Over 60 months	28.71	29.28	29.87

A new step has been added for each job classification that is 2% higher than the current top step and may be paid at "over 60 months of service." This step was added to the Administative Assistant position beginning in FY18 and the remaining bargaining unit positions in FY19. Said step, however, will only be paid upon a satisfactory performance review as provided in Article 20. If an employee does not receive a satisfactory review, the employee will be reviewed again as provided by Article 20.6. If the employee's performance is then found to be satisfactory, the step increase will be paid retroactive to the employee's review date. The review must be conducted within 8 weeks of the employee's review date unless the employee requests an extension of this period. If said performance review is not conducted according to this schedule, the step increase shall be paid as if a satisfactory review had been received. The review process for this additional step only shall be subject to the grievance and arbitration procedure of this contract if the Union believes that the process was violated and/or the evaluation was not equally applied. Before a formal grievance is filed, the Union and Library Director will attempt to resolve the difference informally. For the purpose of this Article, review date is defined as the date the employee began work in his/her present position. Anniversary date is the employee's original date of hire.

4.3 Probationary Period. The probationary period for a newly hired full-time employee shall be six months of continuous service. The probationary period for a newly hired part-time employee shall be six months from date of first employment. The probationary period for an employee promoted within the Library Department shall be sixty (60) calendar days from date of first employment in the new position. In the event that such employee is unable to complete the probationary period successfully she/he will return to her/his former position at the rate of pay then applicable to such former position and with benefits as appurtenant to such former position. The probationary period applicable to newly hired employees, once completed, shall count as credit for the purpose of sick leave, vacation, longevity and other benefits of this agreement. The probationary period applicable to an employee promoted from within shall also count as credit for such benefits whether completed successfully or not.

Permanent Employee

A permanent employee is an employee who has completed the specified probationary period for full-time or part-time employee and who maintains a regularly scheduled workweek.

Temporary Employee

A temporary/on-call employee is an employee who is working on a temporary job to cover shifts for permanent employees on sick, vacation or other leaves of absence after all appropriately qualified permanent employees have been offered the shift(s) and declined or is an employee who will ordinarily be laid off when the work is complete. No temporary workers will be hired while there are employees on layoff status. In the event a temporary employee is hired for a project, such temporary position shall be posted for library employees only for five (5) consecutive days. Temporary/on-call employees shall not be eligible to receive employee benefits, including paid and unpaid leaves.

4.4 Temporary Assignments. A permanent employee whose compensation is determined by an hourly rate who is temporarily assigned for a period of one week or more to a job classification carrying a higher rate shall receive such higher rate for such hours. A permanent employee whose work schedule is reduced below a full-time schedule may be employed in a job classification carrying a lower rate of pay if such employee so elects, but may not be required to work in said lower paid classification

4.5 Vacancies. When the Town elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place in the Library and shall remain posted for at least seven working days. The posting of vacancies shall contain a statement of pay rates established for the position. Employees interested shall apply, in writing, during the stated application period. Applications of bargaining unit employees to fill the vacancy will be considered. If two or more employees of approximately the same ability apply, the length of service to the Town will be taken into account. The Town reserves the right to fill the vacancy by hiring outside the bargaining unit.

4.6 New Classifications and Changes in Duties. If the Town establishes a new bargaining unit job or following bargaining makes a substantial change in the duties of an existing bargaining unit job, the rate for the new or changed job shall be established by the Town with due regard for the content of the new or changed job and the rates paid for comparable work to other employees of the Town. If the Union disagrees with the rate as determined by the Town, the question of what the new rate should be in accordance with the foregoing shall be subject to the grievance and arbitration procedure hereunder.

4.7 It is the intention of the Town to make no substantial changes in working conditions which are in effect and are not covered by this Agreement. If any such changes are to be made, notice will be given to the Union and the matter will be a subject for bargaining between the parties.

4.8 Longevity Pay. Additional compensation shall be paid to employees covered by this Agreement for completion of continuous, permanent full-time in the employ of the Town of Weston who have completed the requisite years of service as follows:

More than 5, but less than 10 years' service	$.1548 per hour
More than 10, but less than 15 years' service	.2063 per hour
More than 15, but less than 20 years' service	.2580 per hour
More than 20, but less than 25 years' service	.3535 per hour
More than 25 years' service	.4128 per hour

Additional compensation shall be paid to employees covered by this agreement for completion of continuous, permanent part-time service in the employ of the Town of Weston as follows:

More than 5, but less than 10 years' service	$.1515 per hour
More than 10, but less than 15 years' service	.2020 per hour
More than 15, but less than 20 years' service	.2525 per hour
More than 20, but less than 25 years' service	.3535 per hour
More than 25 years' service	.4040 per hour

Such compensation shall be referred to as Longevity Pay and shall be deemed to be "Regular Compensation" within the meaning of General Laws, Chapter 32, Section 1. Longevity payments for eligible employees shall be made weekly and shown separately from other types of pay on the employee's paycheck.

The following provisions shall apply to the computation of service for Longevity Pay purposes:

a) Transfers between departments when the only time lost from a full schedule is the result of time required to fit the employee into the working schedule of the new department or for vacation time properly taken by the employee shall not break the continuity of service. Time lost from service as the result of a duly authorized leave of absence for other than sick leave or injury leave shall not break the continuity of service, but such time shall not be included in the service required for eligibility. Time lost from service as the result of military leave, sick leave or injury leave to which the employee may be entitled shall not break the continuity of service nor shall it be excluded from service required for eligibility.

b) Successful completion of a probationary period of an employee shall result in the service actually completed during such probationary period being included for Longevity Pay purposes.

c) Any person whose service with the Town is broken by resignation or discharge may not count such service for Longevity Pay purposes at any subsequent date upon reemployment.

d) In any case not herein provided for the Town Manager or designee shall determine the circumstances under which such Longevity Pay may be approved.

4.9 Compensation for Unused Sick Leave. When an employee hired prior to July 1, 2017, and having no break in service with the Library unit, either retires from the service of the Town, or leaves the service of the Town with at least 12 years of full-time continuous service (as computed for Longevity Pay) as a permanent employee, the employee shall receive payment for 47% of accumulated unused sick leave at the rate of the employee's then current regular compensation as defined hereafter. For purposes of calculating the payment of compensation for unused sick leave, regular compensation shall include annual pay or regular hourly wages paid for full-time schedule and longevity pay being paid to such employee as of the last month of employment by the Town. No other items of pay shall be included in the calculation. The amount of said pay for each unused sick leave day shall be one-fifth (1/5) of the weekly rate of pay as computed above. Under no circumstances shall an employee be paid for more than 98.7 days (forty-seven percent of maximum accumulation of 210 sick leave days). Employees hired after June 30, 2017 and permanent part-time employees are not eligible for compensation for unused sick leave.

4.10 Additional Compensation for Saturday and Sunday Work. An employee required to work on Saturday shall receive additional compensation of $4.00 per hour for time worked on Saturday.

An employee required to work on Sunday shall receive additional compensation of $5.00 per hour for time worked on Sunday.

4.11 Easter Sunday. No employee shall be required to work on Easter Sunday. Any employee who volunteers to work on Easter Sunday will be paid double-time and one-half his or her base rate plus the Sunday differential.

4.12 Shift Differential. An employee whose schedule requires work after 6:00 o'clock P.M. shall receive additional compensation at the rate of $2.50 per hour for time worked after 6:00 o'clock P.M.

4.13 Mileage. Employees who are required to use personal vehicles in the performance of their duties shall be compensated for the actual number of miles traveled on business for the Town at the then effective mileage rate paid by the Town.

4.14 Course Reimbursement. The Town will reimburse an employee for all course costs (including fees) for any work related course as well as costs, fees and travel expenses for attendance at conferences and workshops provided the attendance is approved in advance by the Director and subject to funding for such purposes. Approval for attendance will not be unreasonably withheld.

ARTICLE 5. HOURS OF WORK

5.1 The work week for full-time employees shall normally consist of five (5) days of seven and one-half (7-1/2) hours duration within a calendar week beginning on Monday. The total work week shall be thirty-seven and one-half (37-l/2) hours, not including one hour for lunch. The Town retains the right to schedule hours of duty in accordance with work requirements of the Weston Public Library.

5.2 A rest period of fifteen (15) minutes will be granted to each employee during each half of a work day. The timing of the break shall be approved by the Library Director/designee. The intent of the rest period is to allow employees to rest. The rest period shall not be used to delay an employee's start time. A supervisor may permit the rest period to be used at the end of an employee's shift when circumstances occur which prevent the supervisor from allowing the employee to take her/his rest period. Rest periods shall not be accumulated.

5.3 In the event of an unscheduled emergency closing, employees who are on an approved paid vacation or sick leave day will be charged for the respective leave time for the hours they would have normally worked.

Employees who call in as absent due to an anticipated emergency event will be charged vacation hours for any hours they were scheduled to work regardless of whether or not an unscheduled closing of the Library occurs, providing the employees has accrued vacation time. If there is no accrued vacation time, the employee will not receive pay whether or not an unscheduled closing of the Library occurs.

For employees scheduled to work during an emergency closing who are not on sick or vacation leave and /or who report for work on a day the library closes early, the Town will continue its present practice of not reducing a full-time or part-time employee's pay when weather or other emergency forces the unscheduled closing of the Library.

5.4 Employees who work, with the approval of the Director, more than 37.5 hours but not in excess of 40 hours in a calendar week may be granted compensatory time off or be paid for said hours, at the employee's choice and consistent with the following: In FY04 the Town will budget $1,500 for the payment for hours worked between 37.5 and 40 hours during the course of a week. In FY05 this amount will be increased to $3,000. Payment for these hours will be made in the order earned and requested by employees. When this account is exhausted, employees will be granted compensatory time off. All compensatory hours will normally be scheduled and taken within one month unless the Town and the employee mutually agree to some other time.

5.5 Employees who work with the approval of the Director more than forty (40) hours in one calendar week shall be compensated for all hours worked in excess of forty (40) hours by payment of

additional compensation at one and one-half times the regular hourly rate applicable to the employee's position. For an employee whose compensation is fixed on an annual basis the hourly rate of pay shall be calculated by dividing the annual rate of pay by 1,957.5 (the number of hours in 260 days at seven and one-half (7 1/2) hours per day).

5.6 Work schedules shall be established so that each full-time employee may choose to receive two consecutive days off in each week.

5.7 In the calculation of leave benefits part-time employees shall suffer no penalty if on any paid leave.

5.8 Weekend work schedules during the summer months (July 1 through Labor Day) will be filled on a voluntary basis. If insufficient volunteers respond the Director may order employees in by inverse seniority on a rotating basis to staff the necessary positions.

ARTICLE 6. HOLIDAYS

6.1 The following holidays shall be recognized:

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

6.2 A permanent full-time employee who works the scheduled day before and the scheduled day after a recognized holiday shall receive regular pay as though the employee had worked on the holiday.

Holidays with pay shall be granted to permanent part-time employees hired on or after July 1, 2008 who regularly work a minimum of twenty (20) hours per week. Permanent part-time staff hired July 1, 2005 through June 30, 2008 who regularly work between ten (10) and twenty (20) hours per week shall remain eligible for holiday pay. For each holiday, the employee shall be paid for the number of hours which equals the average number of hours per day paid to said employee in the year preceding the anniversary date of employment. The average number of hours per day shall be calculated by dividing the total hours actually paid plus any compensated time for unscheduled library closings in such preceding year by 260 (representing 52 five-day work weeks).

In a week a holiday occurs, eligible part-time bargaining unit employees may prearrange with their supervisor one month in advance a time to make up their normally scheduled number of hours during the same week in which the holiday occurs. Due to mitigating circumstances, the supervisor can seek the Library Director's/designee's approval to allow said employee to make up those hours missed due to a holiday closing during another pay period.

Eligible part-time employees who have not completed one full year of service shall receive holiday pay for the number of hours equaling 1/5 the number of regularly scheduled hours in the employee's work week.

An employee who fails to work the scheduled day before and the scheduled day after a recognized holiday shall not forfeit holiday pay provided such failure is due to sickness or leave of absence authorized in advance. The Town reserves the right to require an employee whose absence is due to sickness to provide a doctor's certificate thereof.

6.3 When a holiday occurs during an employee's vacation period, the employee will receive an extra day's vacation.

6.4 Any employee scheduled to work on December 24 or December 31 will be paid for their scheduled hours in the event that the day is designated by the Trustees or their designee as an early closing day.

ARTICLE 7. VACATIONS

7.1 Permanent full-time professional employees (other than Adult Services Librarian, Reference and Electronic Services Librarian, Youth Services Librarian and Technical Services Librarian), shall be granted vacations with pay, based on length of continuous permanent service with the Town as follows:

1 or more years but less than 5	3 weeks (15 days/112.5 hours)
5 or more years but less than 20	4 weeks (20 days/150.0 hours)
20 or more years	5 weeks (25 days/187.5 hours)

The Adult Services Librarian, Reference and Electronic Services Librarian, Youth Services Librarian and Technical Services Librarian shall be granted four weeks (20 days/150 hours) of vacation with pay after completion of one year of continuous permanent full-time service in said job classifications and shall be granted five weeks (25 days/187.5 hours) of vacation with pay after completion of 20 years of continuous permanent full-time service in said job classifications.

7.2 Permanent part-time professional employees hired on or after July 1, 2008 who are regularly scheduled to work a minimum of twenty (20) hours per week, part-time professional employees hired July 1, 2005 through June 30, 2008 who regularly work between ten (10) and twenty (20) hours per week shall be granted vacations with pay, based on length of continuous permanent service with the Town as follows:

1 or more years but less than 5	15 days (pro-rated to average work day)
5 or more years but less than 20	20 days (pro-rated to average work day)
20 or more years	25 days (pro-rated to average work day)

For each vacation day, the employee shall be paid for the number of hours which equals the average number of hours per day paid to said employee in the preceding anniversary year. The average

number of hours per day shall be calculated by dividing the total hours actually paid in such preceding year by 260 (representing 52 five-day work weeks).

7.3 Permanent full-time paraprofessional employees shall be granted vacations with pay based on length of continuous permanent service with the Town as follows:

1 or more years but less than 5	2 weeks (10 days/ 75.0 hours)
5 or more years but less than 10	3 weeks (15 days/112.5 hours)
10 or more years but less than 20	4 weeks (20 days/150.0 hours)
20 or more years	5 weeks (25 days/187.5 hours)

7.4 Permanent part-time paraprofessional employees hired on or after July 1, 2008 who are regularly scheduled to work a minimum of twenty (20) hours per week, part-time professional employees hired July 1, 2005 through June 30, 2008 who regularly work between ten (10) and twenty (20) hours per week shall be granted vacations with pay, based on length of continuous permanent service with the Town as follows:

1 or more years but less than 5	10 days (pro-rated to average work day)
5 or more years but less than 10	15 days (pro-rated to average work day)
10 or more years but less than 20	20 days (pro-rated to average work day)
20 or more years	25 days (pro-rated to average work day)

For each vacation day, the employee shall be paid for the number of hours which equals the average number of hours per day paid to said employee in the preceding anniversary year. The average number of hours per day shall be calculated by dividing the total hours actually paid in such preceding year by 260 (representing 52 five-day work weeks).

7.5 Eligibility for vacations shall date from the date of initial appointment as a permanent employee except that no vacation shall be granted to any person who is not permanently appointed after the six months probationary period. Upon completion of each year of service, vacation leave will be credited and available on the eligible employee's anniversary date.

7.6 Vacation leave will be subject to the Director's approval. An employee may carry forward up to ten (10) vacation days from one year to the next. With the approval of the Director, an additional ten (10) days may be carried forward (total of 20 days). Requests for additional vacation carryover must be submitted to the Director in writing at least one month prior to the change in the employee's accrual year.

ARTICLE 8. SICK LEAVE

8.1 Basis of Eligibility and Accumulation. All permanent full-time employees shall be entitled to sick leave with pay on the basis of one (1) day for each full month of service, for a total of twelve (12) days per year until a maximum credit of two hundred ten (210) days is reached.

Permanent part-time employees hired on or after July 1, 2008 who regularly work a minimum of twenty (20) hours per week, permanent part-time staff hired July 1, 2005 through June 30, 2008 who regularly work between ten (10) and twenty (20) hours per week shall be entitled to sick leave with pay on the basis of 5.77 hours for each 100 hours of part-time service completed until a maximum credit of 225.0 hours of sick leave has been reached.

Credit for such leave shall accrue to each eligible employee on the first day of the month following completion of the required service.

8.2 Rules for Use of Sick Leave. An employee in the probationary period may take earned sick leave after 30 days of service.

If an employee is unable to report for work due to sickness as covered in paragraph 8.1, the employee shall cause the Director/designee or specified phone line to be notified at least two hours prior to the start of the employee's shift unless incapable of causing such notice to be given.

The Director/designee may investigate and verify the validity of any absence alleged to be caused by illness or injury.

Proof of illness may be required by the Director or the Board of Library Trustees. Absence for more than three (3) days shall be substantiated by a physician's certificate or explanation by the employee satisfactory to the Director and/or the Board of Library Trustees.

Sick leave is not to be viewed as available to increase vacation leave. It shall be allowed only in cases of necessity and actual sickness and disability of the employee. It shall be permissible to use sick leave, but not to exceed ten (10) days in any fiscal year, for family care or to meet dental appointments, or to take physical examinations or other sickness preventive measures. Employees should build up as much sick leave credit as possible to prevent loss of pay in case of serious illness.

Vacation leave may be used for sick leave when sick leave credits have been exhausted.

Any employee whose absence from duty is the result of willful misconduct in any form shall not be entitled to sick leave and shall not be paid for the period of such absence.

Employees on sick leave must remain at their homes or places of treatment during the period of disability except as otherwise directed by a physician as a necessary part of prescribed treatment of the ailment.

ARTICLE 9. FAMILY AND MEDICAL LEAVE ACT/MASSACHUSETTS PARENTAL LEAVE ACT

Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the Massachusetts Parental Leave Act. The FMLA is a federal law that provides eligible

employees up to 12 weeks of unpaid leave for 1.) the birth or placement of a new born child with the employee for adoption or foster care 2.) the serious health condition of an employee 3.) the serious health condition of an immediate family member or 4.) family military leave. Paid leave may be substituted for unpaid leave in accordance with the Town's FMLA policy and Article 8 (Sick Leave). If an employee takes leave for FMLA reasons, the employee must provide proper documentation in accordance with Department of Labor Standards. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to count sick, vacation, or compensatory leave as Family and Medical leave. However, employees may reserve up to ten days of vacation leave, compensatory leave, or a combination of vacation and compensatory leave for use in that year and shall not be required to use this reserved time during a leave under the FMLA.

ARTICLE 10. CIVIC DUTY LEAVE

10.1 Full-time and part-time employees will be paid by the Town during the period required for jury duty for the difference between the amount paid them by the Court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for scheduled work time spent on approved civic duty leave. An employee summoned as a witness in Court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with the Library Director except that this Article shall not apply to an employee who is also in the employ of another town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

10.2 Official summons to jury duty or witness appearances must be presented in advance to the Library Director to receive authorized civic duty leave.

10.3 To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from Court service for the day or a major portion thereof during the regular work hours must report to work.

10.4 Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

10.5 Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

ARTICLE 11. UNPAID LEAVE

Employees requesting an unpaid leave of absence will submit to the Director, in writing, the anticipated beginning and ending dates of the requested leave along with the reason for the

requested leave. When reviewing the unpaid leave request, the Director will take into consideration: the timeliness of the submission of the request; the employee's reason for the request; the length of time for the leave; and the staffing needs of the library during the anticipated leave period. Granting of up to four calendar weeks of such leave per fiscal year will be at the sole discretion of the Director. Requests for additional leave within the same fiscal year shall be granted at the Town Manager's or designee's discretion. Neither the Director nor Town Manager/designee shall unreasonably deny a request for an unpaid leave or unpaid leave extension. The Director and/or Town Manager/designee will commit to writing her/his reason(s) for a denial of an unpaid leave or unpaid leave extension.

Sick Leave: Employees who are on non-FMLA unpaid leave of absence for more than five calendar days in a calendar month shall not accrue sick leave for the period of time that they are out.

Step Increases: An employee who elects a non-FMLA unpaid leave of absence of more than ten calendar days per fiscal year shall have his/her next satisfactory performance step date (if applicable) adjusted by the number of calendar days spent on unpaid leave.

Longevity: An employee who elects a non-FMLA unpaid leave of absence of more than ten calendar days per fiscal year shall have his/her longevity date adjusted by the number of calendar days spent on unpaid leave.

Vacation: An employee who elects a non-FMLA unpaid leave of absence of more than five work days in a calendar month shall not accrue his/her leave for that month.

Health Insurance: All unpaid leaves will be administered in accordance with the Town of Weston Contributory Benefits Rules and Regulations.

ARTICLE 12. PERSONAL DAYS

All full-time employees currently employed on July 1, 2008 will receive three (3) personal days as of that date. Full-time employees may be allowed up to three (3) personal days each fiscal year provided the employee was a full-time member of the unit as of January 1 of the same calendar year. An employee hired after January 1 through March 31 may be allowed up to two (2) personal days effective July 1 of the same calendar year. An employee hired April 1 through June 30 may be allowed up to one (1) personal day effective July 1 of the same calendar year. No eligible employee shall be able to use personal leave until the employee has been continuously employed for six months unless otherwise approved by the Director.

Personal days do not carry forward from one fiscal year to the next. Personal days must be approved in advance by the Director for an employee's use for the purpose of attending to personal business which unavoidably conflicts with the employee's work schedule, such as attending a memorial

service for a person not covered under the unit's bereavement policy, or to observe religious holidays, and the like. Personal days are meant to provide some flexibility in the employee's balance of work, home life and personal matters, and they are not to be used for the purpose of extending or increasing vacation time. Personal days shall be taken in full day or half day increments only.

ARTICLE 13. GROUP HEALTH AND LIFE INSURANCE

13.1 The Town will continue for the duration of this Agreement to provide employees with group health and group life insurance substantially equivalent to that which is being provided employees on the effective date of this Agreement. The Town and the Union agree that all employees eligible to enroll in the Town's health insurance group plan as stipulated in the Town's Contributory Rules and Regulations shall, effective January 1, 2006, contribute 20% towards the premium of any HMO, POS or EPO which the Town in its discretion may offer.

13.2 Any claims or disputes concerning eligibility for or payment of benefits under said insurance plans shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure provided for in this Agreement.

ARTICLE 14. MEMBERSHIPS IN LIBRARY ASSOCIATION

14.1 The Town will provide and pay for memberships for all permanent professional employees in Massachusetts Library Association and in addition for Adult Services Librarian, Reference and Electronic Services Librarian, Youth Services Librarian and Technical Services Librarian membership in New England Library Association.

14.2 The Town will provide and pay for three memberships in Massachusetts Library Association to be made available to permanent paraprofessional employees who volunteer for such membership. In the event that more than three employees wish to volunteer, the memberships shall be provided to the three employees with the greatest seniority determined by the date of first employment on a continuous basis in the Library Department. In subsequent years, membership will be awarded in a rotating manner based on seniority.

ARTICLE 15. DISCIPLINE AND DISCHARGE

The Town shall not discipline, suspend or discharge any employee without just cause. In all cases involving the suspension or discharge of a permanent employee the Town shall notify the employee in writing of suspension or discharge and the reasons therefor. Any dispute arising between the Town and the Union concerning the existence of just cause for suspension or discharge may (subject to paragraph 16.2) be subject to the grievance and arbitration procedure set forth in this agreement, except that the suspension or discharge of a probationary employee shall not be subject to the arbitration procedure under this agreement.

ARTICLE 16. GRIEVANCE PROCEDURE

16.1 The procedure for handling grievances which may arise under this agreement is as follows:

a) A grievance for purposes of this agreement is a dispute, claim or complaint arising under the terms of this labor agreement. It may be filed by either the Town, the Union or an employee in the bargaining unit.

b) Grievances filed by an employee (or by the Union on behalf of a specific employee) shall be processed in the following manner:

Step 1 Within ten days of the occurrence on which the grievance is based, the aggrieved employee and the Union may discuss and attempt to adjust the grievance with the Director of the Library.

Step 2 If not settled at Step 1, the grievance shall be referred to the Town Manager or designee within seven days after completion of Step 1. The Town Manager or designee shall schedule a meeting with the employee, authorized representatives of the Union, and at least two Library Trustees, within eight (8) calendar days of the receipt of the referral. The Town Manager or designee shall render his or her decision in writing within eight (8) calendar days after said meeting or after such additional meetings as may be required by mutual agreement of the Town Manager or designee and the authorized representatives of the Union.

c) Grievances of a general nature filed by either the Town or the Union shall be discussed by them within ten (10) calendar days of the submission of the grievance and an answer rendered in writing within twenty-one (21) calendar days by the responding party.

d) If the grievance is not settled under the provisions of Step 2, it shall be referred to arbitration. The Town Manager or designee and the Union shall select a single arbitrator. If the parties are unable to agree within fourteen (14) calendar days upon the selection of one arbitrator the matter shall be referred to the American Arbitration Association for selection of the arbitrator in accordance with its Voluntary Labor Arbitration Rules. The arbitration shall in either event proceed in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. No individual employee has the right to require arbitration, that right being reserved to the Union and the Town.

e) In the event the Town files a grievance alleging violation of Article 3, said grievance may be submitted to arbitration forthwith without regard to the prior steps.

Each party shall bear the expenses of presentation of its case and the expense of the arbitrator shall be shared equally by the Town and the Union. No arbitrator shall have any power to add to or subtract from or modify any of the terms of this agreement or to decide any question except the grievance as submitted. No award may be made retroactive for more than thirty days prior to the date the grievance was reduced to writing under Step 2, except in cases where the affected employee was unaware of the grievance for reasons beyond the employee's control.

16.2 The grievance and arbitration procedure hereunder shall not apply to any matter which is within the proper jurisdiction of the Contributory Retirement Appeal Board or the Civil Service Commission.

16.3 Failure to comply with the time limits provided in this article shall result in waiver of further grievance rights.

ARTICLE 17. AGENCY SERVICE FEE AND DUES DEDUCTIONS

a. All permanent full-time and part-time employees covered by this agreement 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 an Agency Service Fee to the Union. At the election of the employee, said Agency Service Fee may be deducted from the employee's wages upon presentation to the Town of a signed authorization. Such authorization may be cancelled by sixty (60) days' written notice to the Town. An employee who does not authorize the Town to make periodic payroll deduction as provided herein shall make the Agency Service Fee payment directly to the Treasurer of the Union. This paragraph shall become effective only if accepted by a majority of all employees in the bargaining unit in accordance with the applicable provisions of General Laws Chapter 150E, Section 12; the Union has established a rebate procedure as required by said section.

b. The Town will deduct from the pay of each employee who submits a written authorization in accordance with the form attached to this agreement on the payroll for the first payroll each month the membership dues in the Union for that month. The Town will transmit quarterly the total amount deducted, with a list of employees from whom the dues have been deducted, to the Treasurer of the Union.

c. The Union will provide a bond to the Town Treasurer in accordance with the provisions of Chapter 180, Sections 17A and 17G of the General Laws.

d. The Union shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article or in reliance on any assignment furnished by the Union.

ARTICLE 18. NON-DISCRIMINATION

The Town and the Union agree not to discriminate in any way against any employee on account of race, sex, age, color, religion, marital status, national origin or ancestry, genetics, sexual orientation, gender identity, active military status or disability.

ARTICLE 19. PERSONNEL FILES

A centralized personnel file shall be kept for each employee in the Human Resources Department at Town Hall. No information in a personnel file shall be released except as required by State and federal law. When post-employment information is inserted into an employee's personnel file (excluding routine paperwork), he/she shall be given a copy of such material by the Library Director or Human Resources Director. An employee, upon written or verbal request, may inspect his/her personnel file in the presence of the Human Resources Director or designee, or may be provided with a copy of all or part of his/her personnel file. Reasonable access during Town Hall working hours to an employee's personnel file will not be denied.

ARTICLE 20. PERFORMANCE EVALUATIONS

20.1 Evaluations of employees will be conducted by the Library Director or Department Head.

20.2 All employees will be evaluated within one month of her/his anniversary date with the exception of new employees. New employees will be evaluated within one month of the end of their six (6) month probation period and thereafter each year on her/his anniversary date.

20.3 Each employee shall be given a minimum of two weeks notice as to the date of her/his evaluation.

20.4 The evaluation will be conducted by reviewing each required task as outlined in the job description for that position.

20.5 A copy of the evaluation will be given to the employee. The employee will sign the evaluation signifying receipt only. One copy shall be placed in the employee's centralized personnel file at Town Hall.

20.6 In the event the employee receives an unsatisfactory evaluation, the Director or Department Head will meet with the employee to review steps for improvement in the area(s) indicated on the evaluation. These unsatisfactory points will be reviewed with the employee within six (6) months but in no case later than six (6) months.

20.7 If the employee disagrees with an evaluation, she/he may write a rebuttal that will be attached to the evaluation in the personnel file.

20.8 In no case shall an employee be required to evaluate themselves.

ARTICLE 21. EFFECT OF AGREEMENT

This agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

ARTICLE 22. LABOR MANAGEMENT MEETINGS

22.1 Labor Management meetings may be held during the year if requested by either party. Such meetings are not a substitute for grievance procedures nor are they intended to be a forum for negotiating impact or changes in terms and conditions of employment. Such meetings will be held between 9:00 and 10:00 a.m. prior to opening the library to the public and will follow an agenda mutually agreed by the Director and the Union.

22.2 Union representative and the Director will attend and by mutual agreement any other employee or management person with an interest in the matter to be discussed may attend.

22.3 One union steward or representative and the grievant will be granted time off with pay to attend a scheduled grievance or arbitration hearing if held during working hours.

ARTICLE 23. BEREAVEMENT LEAVE

All employees shall, if not otherwise on leave, be granted leave without loss of pay in the event of the death of the employee's family members as defined below. The intended purpose of bereavement leave is to attend the funeral or memorial service. If, however, the funeral or memorial service is scheduled for a period of time removed from the date of death, the employee may defer all or some of his/her leave until the time of service. Additional days may be granted but will be chargeable to vacation time.

Immediate family: spouse, mother, father, son and daughter, in addition, a life partner or blood relative living within the same household as the employee.

Extended family: grandparent, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling of your spouse or spouse of your sibling.

Eligible employees are entitled to bereavement leave without loss of straight time pay for normally scheduled work hours, as follows:

Employees are entitled to five (5) calendar days of bereavement leave, per occurrence, for a death in the employee's immediate family.

Such leave shall be taken on the day of the funeral/memorial services and four additional scheduled work days immediately before and/or after the day of the funeral service, unless an alternate period is approved by the Library Director/designee.

Employees are entitled to three (3) calendar days of bereavement leave, per occurrence, for a death in the employee's extended family.

Such leave shall be taken on the day of the funeral/memorial services and two additional scheduled work days immediately before and/or after the day of the funeral service, unless an alternate period is approved by the Library Director/designee.

The Library Director/designee may grant bereavement leave of one (1) day to attend the funeral/memorial service of a blood relative or an individual with a unique, family-like relationship to the employee. These requests shall not be unreasonably denied.

The employee must notify the Library Director/designee of the death and request bereavement leave, and provide the supervisor with a copy of the death notice if required to do so.

The Library Director/designee will approve the bereavement leave if satisfied with the legitimacy of the request, or deny the request if he/she does not receive satisfactory documentation.

ARTICLE 24. LAYOFFS AND RECALL

In the event that the Town deems it necessary to lay off employees, the following procedures shall apply:

1. The Town shall determine those positions which are to be abolished.
2. The least senior employee in the job classification wherein the position to be abolished falls shall be laid off first.
3. An employee to be laid off may bump a less senior employee in a lower classification where the employee so bumping is qualified to perform the less senior employee's job.
4. Any employee bumped may similarly exercise bumping rights.
5. Employees shall be entitled to be recalled in inverse order of the layoff to positions for which they are qualified for a period of two (2) years.
6. An employee shall have fourteen days from notice of recall to notify the Town of his/her intent to exercise his/her rights of recall and shall be available for work at the end of said fourteen-day period. An employee who fails to notify the Town within the fourteen days or who declines the offered position shall lose all future recall rights. It is the responsibility of each employee to ensure that the Town has the proper mailing address of such employee.

7. All contractual benefits existing at the time of layoff shall be retained at the time of recall, with lapses in service having no effect upon accrual balances, and there shall be no accrual of seniority during the time of layoff.

ARTICLE 25. BADGES

All employees covered by this agreement shall wear badges, which shall read, "Weston Public Library" and the name of the department to which the employee is assigned (e.g., Circulation, Reference).

ARTICLE 26. EFFECTIVE DATE AND TERM OF AGREEMENT

This agreement shall become effective as of July 1, 2017, and shall remain in full force and effect until June 30, 2020, and thereafter for successive one (1) year periods unless either of the parties hereto on or before January 1st in any year notifies the other party in writing of its desire to terminate, amend, or modify the same.

WITNESS the execution hereof as of the day and year first above written.

TOWN OF WESTON
BOARD OF SELECTMEN

WESTON LIBRARY STAFF ASSOCIATIONS,
MLSA, MFT, AFT, AFL-CIO

By 8.1.2017

PRESIDENT

VOLUNTARY AUTHORIZATION FORM

Massachusetts Library Staff Associations, MFT, AFT, AFL-CIO -Authorization for payroll deduction of (check one):

_____ Agency Service Fee

_____ Union Dues

By _____
Last Name First Name Middle Name

To: TOWN OF WESTON

Effective: _____
Date

I hereby request and authorize you to deduct monthly from my earnings the amount established by Massachusetts Library Staff Association as Agency Service Fee/Union dues as above indicated. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue in force unless written order of revocation is given by me to the Town.

Signed _____

Address _____

_____