

AGREEMENT

between

Town of Lexington

and

**Cary Memorial Library Staff Association
Local 4928, MLSA, AFT-Mass, AFL-CIO**

July 01, 2007 - June 30, 2009

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AGREEMENT

Pursuant to the provisions of Chapter 150 E of the General Laws of Massachusetts, this Agreement is made by and between the Town of Lexington, a municipal corporation in Middlesex County, Massachusetts, hereinafter referred to as “the Employer” acting through its Town Manager, and Cary Memorial Library Staff Association, Local 4928, MLSA, AFT-Mass, AFL-CIO, hereinafter referred to as “the Union”, has as its purpose the promotion of harmonious relations and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment.

ARTICLE I RECOGNITION

Section 1: Sole and Exclusive Bargaining Agent

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all employees certified in Massachusetts Labor Relations Commission Case No. MCR - 4709 in the following classifications: all full time and regular part time library personnel employed at a library site, working eight (8) hours or more per two week pay roll period, including the following positions: librarians, branch librarians, library technicians, library associates, circulation supervisors, division heads, desk attendants, pages and other similar full-time and regular part-time positions, but excluding the Library Director, Assistant Library Director, Office manager/executive secretary, custodians, high school student pages, casual and seasonal employees, employees who work less than eight (8) hours per two week payroll period, managerial and confidential employees and all other employees of the Town.

Section 2: Town Advice to New Employees

The Town will notify all new employees at the time of employment that the Union is their bargaining representative.

Section 3: Definitions

Regular Full-Time Employees: are scheduled to work a full department schedule thirty-seven (37) hours per week on a regular basis in a regular position. These employees are entitled to take advantage of the full range of benefits.

Part-time qualified employees: Employees hired to work twenty (20) or more and less than thirty-seven (37) hours per week. These employees are entitled to take advantage of the full range of benefits on a pro-rated basis. *The Director may offer additional hours, without changing their part-time status or benefits, for a period of not more than twelve (12) weeks per employee per calendar year.*

Regular part-time employees: Employees hired to work between fifteen (15) and nineteen (19) hours per week on a regular basis. These employees are entitled to take advantage of sick leave,

vacation and holidays on a pro-rated basis. *The Director may offer additional hours, without changing their part-time status or benefits, for a period of not more than twelve (12) weeks per employee per calendar year.*

The amendments to this section (shown in *italics*) shall expire on June 30, 2009 unless the parties agree otherwise.

Professional and Para-Professional Employee Definitions

“Professional Librarian”, a staff member qualified by education, training or study and experience to practice library work in a position requiring knowledge of library materials and of library aims and techniques equivalent to that attained through graduation from a library school accredited by the American Library Association, with a Master’s degree in Library Science and eligible for certificate of professional librarianship issued by the MA Board of Library Commissioners.

“Para-professional Librarian”, a staff member who has a knowledge of library techniques and is able to engage in the necessary library routines involved in the acquiring and circulation of library materials but not qualified as a professional librarian.

Librarian: A “Professional Librarian” whose position does not generally require direct supervision of staff. In the absence of a Department Head, a Librarian may occasionally supervise staff and have administrative responsibility. This includes reference librarians, children’s librarians, and public service librarians.

Librarian – Department Head: Librarians with five years of public library experience and administrative experience. MLS required. This includes librarians with system-wide and administrative responsibility such as; Head of Children’s Services, Head of Reference Services, Head of Technology Librarian and Head of Technical Services.

Library Technician: Non-professional position having the general title Library Technician. Typical assignments are at the circulation desks at the main library and the branch. High school or Associates degree required. This includes part-time library technicians.

Library Associate: Non-professional position having the general title Library Associate. Usually a specialized area of para-professional librarianship requiring both several years’ experience at a lower level and assignment in a specific department to accomplish specific tasks. Associates or Bachelor’s degree required.

Library Supervisor: Non-professional position having the general title Branch Librarian, Circulation Supervisor. The supervisory grade for paraprofessionals requiring broad knowledge of the collections, policies, and direct supervision over other paraprofessional employees. Bachelor’s degree required.

ARTICLE II
UNION DUES/ INITIATION FEE/ FAIR SHARE FEE

Section 1: Non-discrimination

Neither the Town nor the Union, nor their respective duly-authorized agents, shall discriminate against employees in the exercise of the right to self-organization; to form, join or assist any employee organization; to bargain collectively through representatives of their own choosing on actions of wages, hours, and other conditions of employment; and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion, all in accordance with the provisions of said Chapter 150E. Except as otherwise expressly provided herein, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, provided that such participation is other than during working hours and does not interfere with the employee's work.

In its employment practices the Town and the Union agree to continue their policy of dealing with all persons without discrimination as regard to race, color, creed, national origin, age, sex, marital status, sexual orientation or disability.

The Union shall be responsible for representing the interest of all employees in classifications covered by this Agreement without discrimination and without regard to membership in the Union.

Section 2: No Strike or Work Stoppages

The Union agrees that neither it nor any of its officers or representatives will call, engage in, induce, encourage, instigate, authorize, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services by any employees of the Town of Lexington, nor shall any employee or employees in any employment covered by this Agreement engage in, induce or encourage any such strike, work stoppage, slowdown, or withholding of services.

Section 3: Authorization for Union Dues

Upon receipt by the Employer of a signed voluntary authorization by an employee, the Employer agrees to deduct the initiation fee (if any) and bi-weekly Union membership dues which may be duly levied by the Union from the pay of said employee and remit the aggregate to the Treasurer of the Union together with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th day of the next succeeding month. An authorization may be revoked by the employee by sending a signed written notice thereof to the Town Treasurer, such revocation to take effect sixty (60) days after receipt thereof. The Employer shall send a copy of the revocation to the Union. It is the responsibility of the Union to provide the authorization forms and to have them executed by an employee.

Section 4: Authorization of Payroll Deduction

The following form for authorization of dues or agency fee shall be used.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(PRINT NAME OF EMPLOYEE)

TO: TOWN OF LEXINGTON

(PRINT NAME OF EMPLOYER)

Effective _____(date) I hereby request and authorize you to deduct from my earnings each bi-weekly pay period the current amount of dues as established by the Union. This amount shall be paid to the Treasurer of the MLSA, MFT, AFT, AFL-CIO. These deductions may be terminated by me giving you sixty (60) days written notice in advance, or upon termination of my employment.

(Employee's Signature)

(Employee's Address) (Employee's Phone)

Section 5: Fair Share Fee

In addition to the above, all members of the bargaining unit who are not members of the Union and/or who have not voluntarily executed an authorization for a Fair Share Fee deduction shall be required to pay to the Union, as a condition of employment, a Fair Share Fee on or after the thirtieth (30) day following employment to the bargaining unit, or the ratification date of this Agreement, whichever is later. Said Fee shall be deducted bi-weekly, as is provided above. In no event shall the Fair Share Fee be in an amount greater than Union dues.

Section 6: Indemnification

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

ARTICLE III GRIEVANCE PROCEDURE

Section 1: Definition

A grievance shall mean that there has been a complaint by an employee, group of employees or the Union, a violation, misinterpretation, or inequitable application of any provisions of this Agreement.

Section 2: Vision

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 3: Forms

Forms for filing grievances have been jointly prepared by the Library Administration and the Union and given appropriate distribution to facilitate the grievance procedure.

Section 4: Procedure

Since it is important that grievances be processed as quickly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The limits specified may however be extended by mutual agreement.

For the purpose of this article, only those days that fall on or between Monday and Friday shall constitute a workday.

Level One: An employee with a grievance will first discuss it with his or her immediate supervisor either directly or through a representative of the Union with the objective of resolving the matter informally. In the case of an employee's discharge or suspension, a grievance may be immediately submitted at Level 2 of this grievance procedure.

Level Two: If the aggrieved employee is not satisfied with the disposition that has been made within ten (10) workdays after presentation of the grievance, he or she may file the grievance in writing to the Director of the Library. The written grievance shall be filed with the Director of the Library within five (5) workdays after the decision at Level One or within fifteen (15) workdays after the grievance was first presented at Level One, whichever is sooner.

The Director of the Library will represent the Employer at this level of the grievance procedure. Within ten (10) workdays after the written grievance has been filed, the

Director will meet with the aggrieved employee(s) in an effort to resolve it. If the employee(s) does not file a grievance in writing with the director within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based then the grievance will be considered as waived.

Level Three: If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two that was made within ten (10) workdays after his or her first meeting with the Director, the employee(s) may file the grievance with the Town Manager or his/her designee, within five (5) workdays after the response of the Library Director is due. The Town Manager, or his/her designee, shall meet with the aggrieved employee and transmit his/her written decision within twenty (20) workdays after the receipt of the written statement of the grievance.

Level Four: In the event that the grievance shall not have been disposed of after Level 3, the aggrieved, within thirty (30) days after the decision of the Town Manager, or his/her designee, is due, may request arbitration by the American Arbitration Association in accordance with its Voluntary Labor Rules.

The arbitrator's fees and the reasonable expenses of the arbitrator and the conduct of the hearing or hearings shall be shared equally by both parties except that each party shall bear its own expenses for the presentation of this case. The Union recognizes that no more than three members of their Executive Board and the aggrieved shall be present at the arbitration hearing on Town time. The decision of the Arbitrator shall be final and binding.

ARTICLE IV MANAGEMENT RIGHTS

Delivery of services to the public in the most efficient effective and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

The Town is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Town Manager, the Trustees and the Director of the Library reserve and retain those rights, powers, and duties it now has, may be granted or have conferred upon it by the General Laws of the Commonwealth to the town, and Massachusetts General Laws, Chapter 78, Libraries, § 7 – 13, 19A, 19B, 22, 29, 30, 31, 32, 33, 34.

The Town and the Trustees of the Library reserve and retain all rights and authority not expressly abridged by the specific provisions of this Agreement. Specifically these rights include but are not limited to the right to determine library hours; library branch location; library technology; employee work schedules; use of pages and part-time employees;

promotions; staffing and work assignments; to discipline, suspend or discharge employees for just cause; to relieve employees from duties because of lack of work or other legitimate reason; to maintain the efficiency of the operations entrusted to them; to determine the method, means, and personnel by which such operations are to be conducted; and to promulgate reasonable rules and regulations.

The parties recognize that the Director of the Library, as the Chief Executive Officer of the Board of Trustees, shall continue to act as the administrator of Board policies and powers. Nothing herein contained shall be interpreted to limit or restrict the discretion and authority inherent in the office of the Director of the Library (except insofar as said powers may be expressly restricted by the terms of this Agreement).

ARTICLE V MILITARY SERVICE

Section 1: Reinstatement Following Military Service

Employees will be granted paid leave of absence to participate in an annual tour of military duty. The Town will compensate the employee for the difference between their military pay and the amount they would have received had they not been on leave.

Section 2: Benefits Determination

All length of service benefits, including salary, sick leave, and vacation, will be computed as if the employee has not left the Town service.

ARTICLE VI JURY DUTY

The Town has a policy of allowing employees to serve their communities by participating in jury duty in accordance with Massachusetts State Law. To encourage this participation, the Town provides protection against loss of income during required jury duty service. All employees will be granted the necessary time off to fulfill their duty. Employees will be paid their regular wage/salary during the period required for such service, less any stipend paid to the employee for serving jury duty. Upon return from duty, the employee must give both the service receipt and check provided by the court to his/her department head. If an employee is released early from jury duty on any given day and can work at least four hours, he/she must return to work.

ARTICLE VII PROBATIONARY PERIODS

A) Sec. 1: Original Appointments: All employees shall serve a 180 calendar day probationary period during which such employees may be discharged at any time for any reason at the sole discretion of the employer. The Director may extend the probationary period for up to

three (3) months if necessary. At the end of the six (6) month probationary period, employees will be credited with all accrued benefits.

B) Sec. 2: Promotions: All promotions of permanent Library employees from one grade to a higher grade in the same class of positions, or from one class of positions to a higher class of positions shall be subject to the following probationary periods:

Professional positions, ninety (90) calendar days;
Non-professional positions, ninety (90) calendar days.

Employees who receive a promotion are subject to a 90 calendar day probationary period, with the option to return to their former position and pay grade during that timeframe.

In the case of an employee who is serving in a position on a temporary basis, who is then appointed to a permanent position, the probationary period shall commence as of the date he or she first assumed the duties of the position on the temporary basis.

ARTICLE VIII LEAVE OF ABSENCE

After satisfying the six (6) month probationary period detailed in Article VII of the Agreement, full time employees may be granted at the discretion of the Library Director a leave of absence up to three (3) months. All requests for a leave of absence must be made in writing. An employee must return from the leave on the designated date in order to be guaranteed a position in the same classification.

The employee who is on leave will receive credit for length of service if he/she returns to work when his/her leave is over. The employee is not eligible for, nor does he/she accrue other benefits while on leave. The employee may, however, continue his/her health insurance coverage through the Town by paying the full monthly premium.

ARTICLE IX JOB POSTING

Section 1: Notice

Sufficient notice shall be given when an employee resigns or retires. Full time employees shall provide notice four (4) weeks in advance. Part time employees shall provide two (2) weeks notice.

Section 2: Vacancy

A vacancy in a bargaining unit position occurs when an incumbent leaves an existing position or when a new position is created.

Section 3: Posting

If a vacancy occurs in any position covered by this Agreement, the Town will post the position in each library building for a period of ten (10) working days. Such postings will contain a description of the duties of the position, requisite qualifications, hours and salary. Employees covered by this Agreement may apply and be considered for any vacancy or new position.

**ARTICLE X
PAID HOLIDAYS**

Section 1: Holidays

The following days shall be recognized:

- | | |
|------------------------|------------------|
| New Year’s Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President’s Day | Veteran’s Day |
| Patriot’s Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

The Town celebrates holidays on the date designated by the State. That is, if the holiday falls on a Saturday then the day-off will fall on Friday. If the holiday falls on Sunday then Monday will be considered a holiday. This schedule shall be confirmed in a memo to all departments at the beginning of each year.

If the regular day off of an employee falls on one of the above listed holidays, she/he shall receive a paid compensatory day to be taken within seventy-five (75) days of the holiday.

The Library will be closed on Easter Sunday. Employees who are regularly scheduled to work on Easter Sunday will not be compensated or receive compensatory time off for that day.

Section 2: Eligibility

To be eligible for holiday pay, the employee must work his/her scheduled working day directly preceding and following the holiday, unless the absence was previously approved by the Library Director or his/her designee. Part-time employees who work fifteen (15) or more hours shall be compensated on a pro-rated basis.

Section 3: Holidays Part-Time Employees

Part-time employees who work fifteen (15) or more hours shall be paid for holidays that fall upon days that they are normally scheduled to work.

ARTICLE XI – Vacations for employees hired BEFORE 07/01/2007

Section 1: Vacation Allowances

For the purpose of this Article, a week is defined as thirty seven (37) hours for full time employees.

Full-Time Professional Library Employees:

All full-time professional library employees shall receive four (4) weeks of vacation per year after 1 year of service. All full-time professional library employees are entitled to a paid vacation based on the length of continuous full-time service with the Town:

<u>Length of service</u>	<u>Vacation</u>
6 months to 1 year	2 weeks
1 to 20 years	4 weeks
More than 20 years	5 weeks

Part-Time Professional Library Employees:

All part-time professional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted four (4) weeks of vacation per year after 1 year of service pro-rated to their hours of work.

Full-Time Para-Professional Library Employees:

Effective 01/01/08, all full-time para-professional employees are entitled to a paid vacation based on the length of continuous full-time service with the Town:

<u>Length of Service</u>	<u>Vacation</u>
6 months to 1 year	1 week
1 to 10 years	3 weeks
More than 10 years	4 weeks
More than 20 years	5 weeks

Part-Time Para-Professional Library Employees:

Effective 01/01/08, all part-time para-professional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time paraprofessional employees pro-rated.

Section 2: Vacation Accumulation

Employees may carry over up to five days of vacation time by petitioning their supervisor in writing before the end of the calendar year. Additional carry over requests shall be approved by the Town Manager upon recommendation of the Library Director if there are extenuating circumstances. Any vacation time that is carried over must be scheduled at such time as will cause the least interference with regular library operations.

Section 3: Vacation and Probationary Period

All employees begin accruing vacation immediately, but no vacation may be taken until the probationary period has been successfully completed. Once this period is successfully completed, the employee is eligible to use any vacation time accrued.

Section 4: Vacation Notice

Vacation time may be taken in full or half days. The Director of the Library shall grant vacation leave at such times during the vacation year as will best serve the public interest and convenience. Employees who wish to take a vacation shall provide the Library Director with sufficient notice.

Vacation time may be taken on any day of the defined workweek.

ARTICLE XII - Vacations for employees hired AFTER 07/01/2007

Section 1: Vacation Allowances

For the purpose of this Article, a week is defined as thirty seven (37) hours for full time employees.

Full-Time Professional Library Employees

Employees hired after July 1, 2007 become eligible to earn vacation after successful completion of the introductory period per the following schedule:

- During the first 12 months accrue 6.16 hours per month
- At 13 months of continuous service accrue 12.33 hours per month
- At 240 months of continuous service accrue 15.42 hours per month

Part-Time Professional Library Employees

All part-time professional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted four (4) weeks vacation pro-rated to their hours of work.

Full-Time Para-Professional Library Employees

Employees hired after July 1, 2007 become eligible to earn vacation after successful completion of the introductory period per the following schedule:

- During the first 12 months of continuous service accrue 3.08 hours per month
- At 13 months of continuous service accrue 9.25 hours per month
- At 120 months of continuous service accrue 12.33 hours per month
- At 240 months of continuous service and beyond accrue 15.42 hours per month

Part-Time Para-Professional Library Employees

All part-time paraprofessional employees who work fifteen (15) hours or more per week and whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time paraprofessional employees pro-rated.

Section 2: Vacation Accumulation

Accrued vacation time shall not exceed 25 days unless approved in writing by the Town Manager. Once an employee accrues 25 days of vacation they will stop accruing additional vacation time each month until said level of unused vacation falls below 25 days.

Section 3: Vacation and Probationary Period

All employees begin accruing vacation immediately, but no vacation may be taken until the probationary period has been successfully completed. Once this period is successfully completed, the employee is eligible to use any vacation time accrued.

Section 4: Vacation Notice

Vacation time may be taken in full or half days. The Director of the Library shall grant vacation leave at such times during the vacation year as will best serve the public interest and convenience. Employees who wish to take a vacation shall provide the Library Director with sufficient notice.

Vacation time may be taken on any day of the defined workweek.

ARTICLE XIII SICK LEAVE

Section 1: Notification

When an Employee finds it necessary to be absent due to illness, the employee or his/her representative shall notify as soon as possible the Director of the Library or person designated by the Director. No such leave benefit shall accrue to an employee who fails to give such notice. The Director may require the presentation of a doctor's certificate after an employee takes three (3) consecutive sick days.

Section 2: Sick Leave Allowance

Sick leave shall be granted for personal illness, medical appointments or family illness and may be taken in hourly increments.

Regular full-time employees earn one and a quarter (1 ¼) days of sick leave for each calendar month worked, up to a total of fifteen (15) working days each year. Unused sick leave accumulates from year to year to a maximum of one hundred and thirty-five

(135) days. Sick leave compensation is paid only when the employee is ill and unable to perform his/her job or he/she is utilizing accrued sick leave for qualifying circumstances to care for a dependent. It cannot be taken as compensation when terminating employment.

At the end of the probationary period, which is a minimum of six months, the new employee will be credited seven and a half (7 ½) sick days. Part-time employees who are regularly scheduled to work fifteen (15) hours or more per week are allowed sick leave on a basis prorated against a thirty-seven (37) hour workweek.

Upon termination of employment, employees shall not be entitled to any direct or indirect payment for unused sick leave.

Section 3: Sick Leave/Worker's Compensation

Employees receiving compensation under the provisions of the Workers Compensation Law may draw on accumulated sick leave while it lasts to make up the difference in the regular weekly pay of an employee while receiving Workers Compensation.

Section 4: Transfers

When an employee is transferred to another Town department, any unused sick leave accumulated to her/his credit shall be available for his/her use as necessary.

Section 5: Sick Leave Bank - CARY LIBRARY

A Sick Leave Bank shall be available for use by eligible members of the library staff covered by this agreement. Members shall become eligible after they have donated at least one (1) sick leave day per year. The Sick Leave Bank shall be seeded with days previously donated by the library staff to the Sick Leave Donation Program for the Town Employees. Applications for the use of the Sick Leave Bank will be issued by the Library Director.

Library employees may donate sick, personal, vacation or compensatory leave hours to the Sick Leave Bank. Any number of days may be donated by an individual employee providing the employee keeps a total of at least fifteen (15) days in his/her own leave bank. The days may be donated at any time during the year.

The Bank shall be maintained at no less than twenty-five (25) days. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed ten (10) days. Upon completion of the ten (10) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Library Director to serve at his/her discretion and three (3) members shall be designated by the Cary Library Staff Association, M.L.S.A., M.F.T., AFT., AFL-CIO. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.

The following criteria shall be used by the Sick Leave Bank Committee in administering the Sick Leave Bank in their determination of eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Town of Lexington.
4. Prior utilization of the Sick Leave Bank.

When the Sick Leave Bank is reduced to twenty-five (25) days, it shall be renewed by contribution of at least one (1) additional day of sick leave from each member of the bargaining unit who wishes to remain a member. Such additional days will be deducted from the members' annual sick leave.

Section 6: Sick Leave Incentive Program

Regular full-time employees, upon receiving a pension from the Lexington Retirement Board who meet the following criteria (except disability retirement) will receive a one-time employee attendance incentive payment of \$3,000 who has maintained during the preceding 36 months of employment and meet both of the following criteria:

1. 888 hours of unused sick leave,
2. Who have met or exceeded the sick leave performance standard, which shall not exceed 37 hours annually.

Exceptions will be made only for those employees who had a history (during the most recent 48 consecutive months) of meeting or exceeding the sick leave performance standard and who would have qualified for the attendance incentive payment but for a serious, unexpected and unplanned off-duty injury, illness or medical condition that includes overnight hospitalization and/or surgery and recovery that resulted in not meeting the acceptable sick leave performance standard in one of the last three years (36 months). Employees not meeting the performance standard because of unique circumstances may receive the incentive payment if approved in writing by the Town Manager or designee.

ARTICLE XIV PERSONAL DAYS

Upon completion of the probationary period defined in Article VII of this Agreement, full time employees may have up to 24 hours of paid leave per calendar year to conduct personal business. This leave is granted at the discretion of individual department heads. Personal leave does not accumulate from year to year. It cannot be taken as compensation upon termination of employment. Personal days can be taken in hourly increments.

**ARTICLE XV
BEREAVEMENT LEAVE**

Employees will be granted up to a maximum of three (3) days of paid leave in the event of the death of a member of the immediate family. “Immediate” includes life-partner, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or any relative who resides with you as a member of your household. Employees will be granted up to a maximum of two (2) days of paid leave in the event of the death of an aunt, uncle or cousin. In special circumstances, where additional leave is necessary, a request may be made to the Library Director. Granting additional paid bereavement leave will be done solely at the discretion of the Library Director.

**ARTICLE XVI
MATERNITY/FAMILY MEDICAL LEAVE**

Section 1: Maternity Leave

M.G.L. 149:105D provide full and part-time female employees eight (8) weeks of unpaid leave following the birth or adoption of a child. The Town offers employees who are out on Maternity/Adoptive Leave the option to take accrued sick and vacation days during this period. To be eligible for Adoptive Leave, the child must be under eighteen (18) or twenty three (23) years of age if the child is mentally or physically disabled. Maternity/Adoptive Leave taken during the year counts toward the twelve (12) weeks available under the FMLA. Maternity leave may be extended up to a total of four (4) months.

Section 2: Family Medical Leave Act

The Family Leave Act of 1993 requires employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Unpaid leave must be granted for any of the following reasons: to care for your spouse, son or daughter, or parent, who has a serious health condition; to care for a son or daughter within one year of birth, adoption or the initiation of foster care; or if the employee has a serious health condition that makes him/her unable to perform his/her job. Any leave granted counts towards the twelve (12) weeks of FMLA leave.

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be delayed if requirements are not met. The employee must ordinarily provide thirty (30) days advance notice except when the leave is “unforeseeable”. The Town may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Town’s expense). In the event that it is the employee who is suffering from a serious health condition a fitness for duty report may be required to return to work.

During any FMLA leave, the employee can maintain his/her health coverage under any “group health plan” by paying his/her portion of his/her full monthly premium, while the

town continues to pay its portion of the premium. Except in certain circumstances the Town will seek recovery of the premium paid if the employee does not return to work upon completion of the leave of absence. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. There are exceptions, and the employee should contact the Director to discuss this. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

When an Employee finds it necessary to be absent the employee or his/her representative shall notify at once the Director of the Library or person designated by the Director. No such leave benefit shall accrue to an employee who fails to give such notice. The Director may require the presentation of a doctor's certificate in connection with any claim for sick leave. If an employee has received sick leave contrary to the provisions of this Article or through any misrepresentations made by him or her or others, he or she shall reimburse the Town in an amount equal to the sick leave pay so received. Requests for additional sick leave shall be reviewed by the Director and can be granted in extreme necessity and emergency.

ARTICLE XVII

PROFESSIONAL LEAVE TIME

Section 1: Authorization

Consistent with the needs of the Library, the Director and/or the Trustees may authorize employees to attend professional conferences. An employee's request to attend a professional meeting must be made in writing to the Director at least two (2) weeks before the date of the meeting, and the Director's approval must likewise be in writing. The Director may waive the notice in unforeseen circumstances.

Section 2: Professional Leave Time

When an employee attends a professional meeting with the prior approval of the Director, such attendance shall be compensated as for time worked as follows: If the professional meeting is held during the employee's regular working hours, the employee may attend without loss of pay; if held outside the employee's regular working hours, the employee shall be entitled to receive pay or compensatory time off, at the employees' discretion.

Section 3: Professional Leave Expenses

The Town shall pay all meal expenses up to \$35 per day, and all travel expenses.

**ARTICLE XVIII
MEDICAL/DENTAL INSURANCE**

Section 1: Medical Insurance

Pursuant to the provision of MGL Chapter 32B Section 19, the Town and the Union hereby agree that the provision for health insurance shall be negotiated through the Coalition Negotiation Subcommittee and the Town.

Section 2: Dental Insurance

Pursuant to the provision of MGL Chapter 32B Section 19, the Town and the Union hereby agree that the provision for dental insurance shall be negotiated through the Coalition Negotiation Subcommittee and the Town.

Section 3: Pre-Tax Flex Spending Account

The Town will make available a pre-tax flexible spending account for any employee for dependent care and non-reimbursable medical expenses in accordance with Section 12.5 of the IRS code.

**ARTICLE XIX
WORKERS' COMPENSATION**

Section 1: When a member of a bargaining unit suffers an illness or injury, which arose out of and in the course of his/her employment with the Town, he/she shall be provided worker's compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

Section 2: The Town reserves the right to require the employee to seek medical treatment at a medical facility designated by the Town.

Section 3: Employees receiving benefits under the provisions of MGL Chapter 152 may draw on accumulated sick leave to make up the difference between regular weekly wages and worker's compensation benefits.

**ARTICLE XX
ADVANCED STUDY AND REIMBURSEMENT**

Section 1: Tuition Reimbursement

Reimbursement is contingent upon availability of funds. Tuition reimbursement shall be available to full-time employees for 75% of the cost of courses including distance learning courses successfully completed with a grade of B or better, that are related to the employment of the employee and for which the employee has received prior approval from the Library Director. Employees who are enrolled in distance learning programs and must attend programs on campus will not be required to use vacation,

personal, or compensatory time. Full-time employees who have been employed by the Library for at least one year may receive the benefits described in this section of this article.

Section 2: Scheduling

At the discretion of the Library Director any employee may be granted time off from his or her duties to take or continue to take courses of study in library science or other library-related courses of study for the purpose of acquiring or of increasing his or her professional ability when consistent with the availability of funding. The Board may also, at their discretion, grant not more than four (4) hours of leave with pay during each week if such employee is taking said course(s) of study. Travel time to and from the school where such courses of study are taken shall be included in the said four (4) hours of leave with pay. An employee may be granted up to six (6) hours of leave with pay, per week, for a maximum of six (6) weeks in order to take or continue to take summer courses. Employees who are enrolled in distance learning programs and must attend programs on campus will be granted leave with pay during the times they must be on campus. Travel time to and from the school where such courses are taken shall be included in this leave with pay.

Section 3: Statement of Intent

An employee who has been granted leave with pay from their regular duties as aforesaid shall file with the Director a declaration of his or her intention to remain in the employment of the Library for a period of at least six (6) months following the completion of said course(s) of study.

ARTICLE XXI MISCELLANEOUS

Section 1: Bulletin Boards

The Library Director agrees to make space available to the Union on bulletin boards located in non-public areas in the Main Library and the East Lexington branch library for the purposes of posting routine Union notices, circulars, and other materials relating to union business.

Section 2: Union Representatives

A written list of Union Representatives (chapter chairpersons) shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes.

Section 3: Personnel File

The employee shall have the right upon request at reasonable times to examine their

personnel file and to have a copy of any material in it (a reasonable copying charge may be required). The employee will receive a copy of their personnel file within five (5) working days.

Section 4: Closings

Emergencies: In the event of an emergency closing, those employees scheduled to work will be compensated for the hours that the library is closed.

Temperature: When the temperature in an indoor work area reaches 86F or drops to less than 62F, affected employees shall either be relocated or allowed to leave, at the employer's option, without loss of pay. However, in those instances where a temperature lower than 62F or higher than 86F occurs at the opening of business, neither of the actions mentioned above will be taken for 60 minutes from the start of the business day to allow the Library to correct the problem causing the low or high temperatures. The Library Administration will be responsible for determining the temperature in areas of the main library and the East Lexington branch library.

Inclement Weather: In the event of inclement weather, the Main Library and the Branch will open at their regular posted hours, unless determined otherwise by the Director. If the Director determines that Cary Library shall be closed for any portion of the day, all staff scheduled to work those hours shall be paid for the time the Library is closed.

In determining whether to open or close Cary Library the Director will use the following protocol:

1. Before 6 a.m. the Director will contact the Department of Public Works to review weather conditions, and determine the town's ability to plow and maintain the Library parking lots, including the off-site employee lot.
2. If the Director decides to close, an announcement will be placed on the public telephone system of Cary Library by 6:15 a.m. followed by an e-mail notification to employees.
3. Library employees are responsible for checking either the voice mail or e-mail system to determine their work status.

Section 5: Car Allowance

All employees who are assigned to use their personal automobiles during their scheduled hours of work for library purposes, including trips to the library branch, shall be reimbursed at the rate consistent with the IRS rate.

Section 6: Membership Dues

The Board of Trustees will reimburse all professional librarians and Department Heads for a membership in one of the following organizations: American Library Association, Massachusetts Library Association, and the New England Library Association. The Board of Trustees will reimburse full-time paraprofessionals for membership dues in one of the following professional

organizations; Massachusetts Library Association or the New England Library Association.

Section 7: Existing Conditions of Employment

Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, shall be the same as personnel policies established by the Town of Lexington in force on the said date, shall continue to be so applicable during the life of this Agreement.

Section 8: Mailboxes

Mailboxes or email accounts at the Library shall be provided to all bargaining unit members.

Section 9: Volunteers

The volunteer program will continue according to established past practice in the Cary Memorial Library. Presently, the volunteer program includes the Friends of the Library Shelf Sleuth program; tax work-off program, high school community service, and court ordered services. Volunteers do not provide direct service to the public unlike library staff.

Section 10: Swim Tags

Employees who work twenty (20) hours a week are eligible to receive discounted swim tags.

ARTICLE XXII TEMPORARY SERVICE IN A HIGHER POSITION

- a) Sec. 1: Whenever a vacancy exists in any position covered by this Agreement and an employee in a lower grade and salary is assigned by the Director to cover the vacancy on a temporary basis, the employee so assigned shall receive the compensation of the higher-graded position's lowest step that would involve an annual increase in pay of at least \$100 over the employee's current salary. This compensation would continue while the employee performs satisfactorily in the higher grade until such temporary service is terminated.
- b) Sec 2. If permanently appointed to the position, the employee will remain at the step he/she was receiving on a temporary basis. His/her new step date will be the date originally appointed on the temporary basis.

**ARTICLE XXIII
EMPLOYEE EVALUATION**

Section 1: Evaluation

A performance evaluation of all employees of the Library shall be made at least annually by their supervisors. Employees will be given a written copy of their evaluation reports and will have the right to discuss such reports with their supervisors including the Library Director. Evaluations will be conducted in a confidential manner. The evaluation reports will then be placed in the employee's personnel files.

Section 2: Time frame

Evaluations shall be completed sixty (60) days before the employee's anniversary date. Failure to evaluate an employee sixty (60) days before their anniversary date will not delay any scheduled step increase.

**ARTICLE XXIV
IN SERVICE TRAINING**

Section 1: In service training

At least three (3) in service training mornings will be scheduled each year. The main library and the East Lexington branch will be closed from 9:00AM – 12:00PM (branch 9:00AM – 1:00PM) and all staff will be required to attend, unless his or her absence is approved by the Director or Assistant Director. The mornings will be used to train the staff in new policies, procedures, and technologies and/or for staff education or communication. This day will be scheduled in advance so all employees and the public will have sufficient notice.

Section 2: Attendance at workshops/meetings

To ensure recurring training on library systems, all full-time and part-time employees who work fifteen (15) hours per week or more, excluding pages, will attend at least two (2) workshops offered by the Minuteman Library Network or the Metrowest Regional Library System. All Department Heads will also attend a conference held by a national, state, or regional organization every two (2) years, with the approval of the Director and depending upon the availability of funds. All employees will be required to share the information distributed at these meetings with the library staff. Employees may discuss the training or meeting at an in-service training day, individual department meetings, e-mail staff, or distribute a report and place it in the staff room.

**ARTICLE XXV
SENIORITY, LAYOFF AND RECALL**

Section 1: "Seniority" shall mean length of continuous service computed from the date of original employment in the town. Probationary periods, temporary service in a higher position, authorized leave(s) of absence and changes within classification shall be included in computing an employee's length of service. Authorized leaves of absence shall not be used in computing longevity.

Section 2: If a reduction in force should occur, the Employer will determine who will be laid off by first considering retirements, resignations, and leaves of absence. If a reduction in force should occur, the Town will determine who will be laid off by giving consideration to the professional background, qualifications, specialization, and other relevant factors. When the results are reasonably equal, length of service with the Library will be given preferential consideration.

Section 3: An employee whose position is abolished, as a result of a reduction in force will be given an opportunity to return to a previously held position in a lower classification.

Section 4: The Union shall be notified in writing as soon as the Employer decides that layoffs will occur. The Union shall be given the names of all employees who are scheduled to be laid off, the dates they were hired, and the date that the layoffs are scheduled to take effect.

Section 5: Laid off employees will remain eligible for re-hire for up to eighteen months. Notification will be made by certified mail allowing for a seven (7)-calendar day response time. After the seven days the positions will be posted internally and then opened up to the general public.

**ARTICLE XXVI
WORKWEEK**

Section 1: Workweek

The regular workweek for full time employee shall be thirty-seven (37) hours scheduled in five (5) working days. The regular workweek shall include Saturday but not Sunday. An employee who is scheduled to work a full working day of at least seven (7) hours, shall be allowed an unpaid duty-free one hour lunch period, and a fifteen (15) minute rest period during each one-half (1/2) day.

An employee working less than a full day but four (4) hours or more will be granted one fifteen (15) minute break.

Section 2: Saturday-Shift Differential

A \$2.00 per hour shift differential will be paid to employees assigned to work on Saturdays.

Section 3: Sunday – Differential

All employees who work on Sunday shall be paid at the rate of time and a half or receive compensatory time at time and half at the employees discretion.

Section 4: Evening Shift Differential

A \$2.00 per hour shift differential will be paid to employees assigned to work after 6:00PM. If the dinner hour is between 6 pm and 7 pm, the differential will be paid for that hour.

Section 5: Flexible Hours

Flexible hours shall be arranged between the Department Head and the Employee.

Section 6: Overtime

The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time over (40) forty hours for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the Director.

Section 6a. Compensatory Time

At the discretion and prior approval of the Director, and in accordance with the provisions of the United States Fair Labor Standards Act, paid compensatory time off from normally scheduled work hours may be provided to eligible employees, in lieu of payment for approved overtime work. Payment for banked compensatory time will be paid at the employee's termination. Payment for banked compensatory hours in lieu of time off from work may be paid prior to termination only with advanced approval of the Town Manager. Unless waived by the Director, compensatory time must be taken within seventy-five (75) days after being earned.

Section 7: Timesheets

Every employee must sign in on a weekly time sheet provided to him or her by the library office. Failure to fill in the time sheet may result in a delay of payment to the employee.

Each employee will receive a monthly report on their hours of work, sick leave, vacation leave, personal days, and any other relevant absences from work. Employees are responsible for reviewing the reports and reporting to the library office any discrepancies.

**ARTICLE XXVII
WAGE SCHEDULE**

Section 1: Compensation Schedule

2.50% COLA FY2008 July 1, 2007 – June 30, 2008

2.25% COLA FY2009 July 1, 2008 – June 30, 2009

Section 2: Longevity Schedule effective January 1, 2007

Years of Service Payment

After 10 \$200.00 /annually

After 15 \$400.00 /annually

After 20 \$600.00 /annually

After 25 \$800.00 /annually

After 30 \$1,000.00 /annually

Regular Full-Time Employees shall be compensated according to the above schedule. Part-time (Qualified) employees shall receive longevity compensation on a pro-rated basis, based upon number of work hours scheduled. Payments will be made bi-weekly, but not part of base compensation.

**ARTICLE XXVIII
HEALTH AND SAFETY**

A Health and Safety committee shall be established consisting of three (3) union members and three (3) management people. Such committee shall meet at least once every six (6) months to discuss health and safety topics at the Main Library and Branch Library.

**ARTICLE XXIX
DURATION**

This Agreement shall continue and remain in full force and effect from July 1, 2007 through June 30, 2009, and shall continue thereafter until a new agreement is reached.

Signed the _____ day of _____, 2008.

Carl F. Valente
Town Manager
Town of Lexington

Margaret Donovan,
Chapter Chair
Cary Memorial Library Staff Association
Local 4928

Negotiation Team

Negotiation Team

Negotiation Team

Negotiation Team

Negotiation Team

FY2008 MUNIS

APPENDIX A

Effective July 1, 2007

2.50%

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Department Head		\$25.40	\$27.71	\$30.02	\$32.34	\$34.65
Librarian			\$21.56	\$23.34	\$25.12	\$26.91
Branch Librarian Circulation Supervisor	\$16.85	\$18.52	\$20.19	\$21.86	\$23.55	\$25.21
Library Associate	\$15.98	\$17.58	\$19.17	\$20.78	\$22.37	\$23.98
Library Technician	\$12.94	\$14.24	\$15.53	\$16.82	\$18.11	\$19.40
Adult Pages	\$7.71	\$8.60	\$10.37	\$11.26	\$12.15	\$13.04

FY2009 MUNIS

APPENDIX B

Effective July 1, 2008

2.25%

<u>Position Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Department Head		\$25.97	\$28.33	\$30.70	\$33.07	\$35.43
Librarian		\$22.04	\$23.87	\$25.69	\$27.51	\$28.06
Branch Librarian	\$17.23	\$18.94	\$20.65	\$22.36	\$24.07	\$25.77
Circulation Supervisor						
Library Associate	\$16.34	\$17.98	\$19.60	\$21.25	\$22.87	\$24.52
Library Technician	\$14.56	\$15.88	\$17.20	\$18.52	\$19.84	\$20.24
Adult Pages	\$7.88	\$8.79	\$10.61	\$11.51	\$12.42	\$13.33