

AGREEMENT

Between the

TOWN OF NATICK, MASSACHUSETTS

And the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

In behalf of

PUBLIC EMPLOYEES LOCAL UNION 1116

Of the

**LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO**

**Covering certain library employees of the Town of Natick,
Massachusetts**

July 1, 2015 through June 30, 2018

Table of Contents

AGREEMENT	6
ARTICLE I - RECOGNITION	6
Section 1. Recognition	6
Section 2. Participation in the Union	6
Section 3. Town Advice to New Employees.....	6
Section 4. Non-Discrimination.....	6
ARTICLE II - EMPLOYEE RIGHTS AND OBLIGATIONS	6
Section 1. Scope of Employee's Rights.....	6
Section 2. Rights of Employee Regarding Tenure and Promotion	7
Section 3. Employee's Personnel File	7
Section 4. Rights of Employee in Political Activity.....	7
Section 5. Disciplinary Action	7
Letters of Discipline:.....	8
ARTICLE III – RIGHTS OF MANAGEMENT	8
Section 1. Scope of Management Rights	8
Section 2. Reasonable Rules and Regulations	8
Section 3. No Strike/No Lock-Out.....	9
ARTICLE IV- UNION ACTIVITIES	9
Section 1. Union Activities During Working Hours.....	9
Section 2.No-union Activities During Working Hours	9
Section 3. Local Officers and Shop Stewards	9
ARTICLE V- AGENCY FEE	9
Section 1. Collection of Union Dues.....	9
Section 2. Agency Fee Liability	10
Section 3. Bulletin Boards.....	10
Section 4. The Use of E-mail.....	10
ARTICLE VI – GRIEVANCE PROCEDURE	10
Section 1. Definition of a Grievance	10
Section 2. Union Requirement	10
Section 3. Grievance Procedure	10
Section 4. Waiver of Grievance – Time Limits	11
Section 5. Extensions-Time Limits.....	11
ARTICLE VII- ARBITRATION	11
Section 1. Submission to Arbitration – Time Limits.....	11
Section 2. Selection of an Arbitrator	11
Section 3. Authority of the Arbitrator	11
Section 4. Decision of the Arbitrator.....	12
Section 5. Time Extensions	12
Section 6. Excluded Subjects	12
ARTICLE VIII – MANAGEMENT – UNION COMMITTEE	12
Section 1. Management-Union Committee on Employee Relations	12
Section 2. Pay Allowance-Union Members	12
ARTICLE IX – SENIORITY AND REDUCTION IN WORKFORCE	12

Section 1. Seniority	12
Section 2. Reduction in Workforce	13
Section 3. Employee Recall	14
ARTICLE X- JOB DESCRIPTIONS AND BENEFITS ELIGIBILITY	14
Section 1. Review of Job Descriptions	14
Section 2. Qualifications and Training	14
Section 3. Time Period.....	15
Section 4. Benefits Entitlements.....	15
Section 5. Temporary Service in Higher Classification	15
Section 6. Rate After Promotion	15
ARTICLE XI – JOB POSTING AND BIDDING	15
Section 1. Posting Vacancy	15
Section 2. Definition – Vacancy.....	16
Section 3. Preference – Library Employees First Interviewed	16
Section 4. Bid for Non-union Positions	16
Section 5. Selection of Employee	16
Section 6. Probationary Period.....	16
Section 7. Bid for Lower Rated Position.....	16
ARTICLE XII- HOURS OF WORK AND COMPENSATORY TIME	17
Section 1. Work Week Definition	17
Section 2. Sunday Hours	17
Section 3. Summer Saturdays	17
Section 4. Overtime and Compensatory Time	17
Section 5 . Part-time Work Beyond Scheduled Hours	18
Section 6 . Overtime Scheduling	18
Section 7. Meal Periods – F/T & P/T	18
Section 8. Rest Periods	18
ARTICLE XIII - LONGEVITY.....	19
ARTICLE XIV – PAID HOLIDAYS	19
Section 1. Paid Holidays	19
Section 2. Holiday Pay Rate.....	20
Section 3. Holidays/Full-time Employees.....	20
Section 4. Holidays/Part-time Employees	20
ARTICLE XV- VACATION LEAVE	20
Section 1. Vacation Allowance.....	20
Section 2. Timing of Vacations	21
Section 3. Purpose of Vacations.....	21
Section 4. Vacation Day Defined.....	21
Section 5. 20 Years Service Vacation Entitlement	21
Section 6. LOA Effect of Vacation Leave	21
Section 7. Vacation Year to Year Carry Over.....	21
Section 8. Definition of Week.....	21
ARTICLE XVI- SICK LEAVE	22
Section 1. Sick Leave Allowance.....	22

Section 2. Reasons for Granting Sick Leave	22
Section 3. Notification of Illness	22
Section 4. Physician’s Statements	22
Section 5. Sick Leave Accrual during LOA Periods	23
Section 6. Willful Violation of Rules and Regulations	23
Section 7. Sick Leave/Workers’ Compensation Interaction	23
Section 8. Transfer	23
Section 9. Sick Leave Buy Back	23
Section 10. Sick Leave Bank	23
ARTICLE XVII- PERSONAL DAYS	24
Section 1. Amount of Personal Days	24
ARTICLE XVIII BEREAVEMENT LEAVE	24
Section 1. Immediate Family	24
Section 2. Other Family and Relatives	24
Section 3. Other Family Members	24
Section 4. Additional Time	24
ARTICLE XIX- MATERNITY/PATERNITY LEAVE	24
Section 1. Maternity/Paternity Leave Allowance	24
ARTICLE XX – MILITARY SERVICE	25
Section 1. Military Leave	25
Section 2. Compensation	25
Section 3. Reinstatement	25
ARTICLE XXI – JURDY DUTY	25
Section 1. Compensation for Jury Duty	25
Section 2. Certificate of Attendance	25
ARTICLE XXII – LEAVE OF ABSENCE	25
Section 1. Personal Leave of Absence	25
Section 2. Service Benefit Accruals	26
Section 3. Seniority	26
ARTICLE XXIII – LIFE AND HEALTH INSURANCE	26
Section 1. Life Insurance	26
Section 2. Group Health Insurance	26
Section 3. Disability and Dental Insurance	26
ARTICLE XXIV – WORKERS’ COMPENSATION	26
Section 1. Work-Related Injury Leave	26
Section 2. Sick Leave/ “Pending Period”	27
Section 3. Sick Leave/Workers’ Compensation Interaction	27
ARTICLE XXV- FAMILY AND MEDICAL LEAVE	27
Section 1. Leave of Absence in Accordance with the Family Medical Act	27
Section 2. Medical Certificate/Statement	27
Section 3. Use of Sick, Personal, and Vacation Time	27
Section 4. Health Insurance Benefits	28
ARTICLE XXVI – EMPLOYEE PERFORMANCE EVALUATIONS	28
Section 1. Performance Evaluations	28

ARTICLE XXVII- PROFESSIONAL EXCUSED TIME & TRAVEL ALLOWANCE	28
Section 1. Workshops and Conferences	28
Section 2. Travel Allowance	28
ARTICLE XXVIII – RATES OF PAY.....	28
Section 1. Anniversary Dates for Step Increases	29
ARTICLE XXIX- WORKING CONDITIONS	29
Section 1. Working Conditions in Building	29
Section 2. Temperature in Building	29
Section 3. Working in Building Alone	29
Section 4. Sexual Harassment.....	29
Section 5. Hostile Work Environment	30
Section 6. Inclement Weather.....	30
ARTICLE XXX – SCOPE OF AGREEMENT.....	30
ARTICLE XXXI – CHANGES OR AMENDMENTS	30
ARTICLE XXXII - SEVERABILITY	30
ARTICLE XXXIII - MISCELLANEOUS	31
Section 1. Local Blood Banks	31
Section 2. LIUNA Annuity.....	31
Section 3. Education Reimbursement	31
Section 4. Trustee Meeting Attendance.....	31

AGREEMENT

This Agreement is entered into by the Town of Natick, hereinafter referred to as the Town, and the Morse Institute Library Staff Members, as represented by the MLDC, Public Employees' Local 1116, Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the Union. Its intent and purpose is to provide an orderly means of resolving conflicts which arise; to promote job security; and to establish rates of pay, hours of work, and other conditions of employment.

ARTICLE I RECOGNITION

Section 1. Recognition

The Town of Natick hereby recognizes the Union as the exclusive collective bargaining representative of all Morse Institute Library employees employed by the Town, exclusive of the Library Director, Assistant Director, Community Relations/Grants Coordinator, Executive Assistant, Pages, and grant funded employees.

Section 2. Participation in the Union

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

Section 3. Town Advice to New Employees

The Town will advise all new employees at the time of employment that the Union is their bargaining representative and will notify the Union at the end of each month of the name and address and classification of each new employee.

Section 4. Non-Discrimination

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, gender, disability, health issues, national origin or sexual orientation.

ARTICLE II EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Scope of Employee's Rights

Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid protection; except that no official of the Town of Natick shall participate in the

management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Section 2. Rights of Employee Regarding Tenure and Promotion

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

Section 3. Employee's Personnel File

Any employee shall have access at reasonable times (within twenty-four (24) hours notice Monday – Friday) to his/her personnel file and shall have the right to question or dispute derogatory and/or damaging statements therein and to file rebuttal for inclusion in said personnel file. Nothing may be added, or placed, or removed from said personnel file unless the employee is duly notified.

All additions shall be initialed and dated by said employee, not necessarily to indicate agreement but to show that the employee has seen said material, and a copy of all items shall be furnished to the employee by the Library Director, or his/her designee, upon seventy-two (72) hours request. The Town shall first obtain the employee's written permission before disclosing any information in a personnel file to any agency; and the employee may forbid or limit disclosure provided, however, that the parties recognize that the Town must furnish information in employee files to governmental agencies having jurisdiction, with suitable notice to the employee thereof, excluding credit checks.

Section 4. Rights of Employee in Political Activity

No employee shall be prohibited from engaging in political activity as he/she sees fit, except during working hours.

Section 5. Disciplinary Action

Employees may be disciplined or discharged for just cause, provided, however, that an employee may be terminated during her/his probationary period without recourse by the employee or the Union.

Disciplinary measures will normally follow the following steps:

1. Verbal Warning – formal notification (written verbal warning) and warning to employee
2. Written Warnings – formal notification to employee
3. Suspension – loss of work and wages for a specified number of hours or days
4. Termination of employment

In cases of serious infraction, the administration may undertake disciplinary action at any step up to and including dismissal.

Written record of any of the above disciplinary actions will be placed in the employee's personnel file. Warnings will inform employees of a specific problem, will outline how

behavior can be improved and what is expected, and that failure to correct behavior will result in further disciplinary action.

Reprimand of any employee will be done in a manner that will not embarrass the employee before other employees or the public. The grievance procedure is available for any employee who alleges she/he has been unjustly disciplined.

The right to union representation during discussion exists where employees reasonably believe discipline may result. If the employee requests such representation, the employee must be allowed Union representation at any stage of the disciplinary process. Requests for representation may be denied when the employee is assured that no discipline will result from the discussion.

Letters of Discipline:

Letters of Discipline shall remain in an employee's personnel file, but shall be deemed inactive no later than two (2) years after their writing. Inactive letters of Discipline will not enter into consideration, and shall not hold any value towards any future disciplinary action if no further infractions have occurred. If the employee is disciplined for any further infraction within the two (2) year period, all letters of Discipline shall be considered active in the employee's personnel file for two (2) years from the date of the most recent Letter of Discipline in her/his file. Such Letters of Discipline shall not be referred to when the management officials of the Town of Natick respond to employment inquiries from third parties except in the case of discharges. This will not prevent the parties from agreeing on different time periods as a result of a grievance settlement.

**ARTICLE III
RIGHTS OF MANAGEMENT**

Section 1. Scope of Management Rights

It is agreed that management officials of the Town of Natick retain the right to direct employees, to hire, promote, transfer, assign, and retain employees within the employing departments, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel and personnel assignments by which such operations are to be conducted and to take whatever reasonable action may be necessary to carry out the mission of the applicable Departments in situations of emergency, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 2. Reasonable Rules and Regulations

The Town of Natick and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement.

Section 3. No Strike/No Lock-Out

The Union shall not engage in, incite or encourage, and no employee represented by it in the Town of Natick shall participate in any strike, work stoppage, slowdown or withholding of services as defined in (Section 1 and 9A of Chapter 150E of the MGL). It is further agreed that during the term of this Agreement, the Town will not cause any lockout of its employees.

**ARTICLE IV
UNION ACTIVITIES**

Section 1. Union Activities During Working Hours

There shall be no deduction of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management concerning grievances during working hours.

Section 2.No-union Activities During Working Hours

No Union activities, including the solicitation of membership or the collection of dues, or Union Meetings will be carried on during an employee's "on-the-clock" working hours. Employees may use Personal Time or Vacation Time to conduct Union Meetings during the library's operational hours subject to the operational needs of the library.

Members of the negotiating team, not to exceed 5 union members, will be allowed 1 hour per month to meet during the employee's working hours to discuss ongoing issues involving contract negotiations, disputes, or questions. Negotiating team meetings are subject to the operational needs of the library. Request for meetings by the union will not be unreasonably denied. The union will notify management no later than two weeks prior to such meetings.

Section 3. Local Officers and Shop Stewards

The Union shall furnish the Town with a written list of its Local Officers and Shop Stewards and shall, as soon as possible, notify the Town Administrator in writing of any changes therein. Only those Officers and Stewards shall be recognized by the Town for purposes of joint meetings, except that at the Union's discretion the Union may be represented by an International Officer and/or counsel.

**ARTICLE V
AGENCY FEE**

Section 1. Collection of Union Dues

Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Massachusetts Laborers' District Council, Local Union 1116, Morse Institute Library Staff Members, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted on a monthly basis, shall not exceed 90% of Local Union 1116

as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.

Section 2. Agency Fee Liability

Massachusetts Laborers District Council, Local Union 1116, Morse Institute Library Staff Members, agrees to indemnify, defend and hold harmless the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is “proportionately commensurate” with the cost of collective bargaining and contract administration.

Section 3. Bulletin Boards

The Library shall provide Bulletin Board space for Union announcements.

Section 4. The Use of E-mail

The Library shall allow employees the use of e-mail to notify staff of union meetings.

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 1. Definition of a Grievance

The purpose of this procedure shall be to settle all disputes or alleged grievances of members of the Union or the Town as quickly as possible.

The term “grievance,” for the purposes of this Agreement, shall mean any difference or dispute between the Town and the Union or between the Town and any employee with respect to the interpretation and application of this Agreement.

A standard form for a written grievance shall be agreed upon by both parties.

Section 2. Union Requirement

Nothing in this Agreement shall be interpreted to require the Union to process an employee’s grievance if it considers it to be invalid or without merit.

Section 3. Grievance Procedure

Step 1. Presentation of grievance for informal discussion with Library Director, or his/her designee.

Step 2. Within ten (10) working days (for the purpose of this article working days will mean days that the library is open to the public, excluding Saturdays and Sundays) of the occurrence, or lack of the occurrence, of the events upon which the grievance is based, an employee may file a written grievance with the Library Director, or his/her designee. The written grievance shall contain a statement of the facts upon which the

grievance is based, including names, dates and places, supervisor and department, the contract provision(s) alleged to have been violated and the relief requested and shall be signed by the employee. The Library Director, or his/her designee, shall give an answer within thirteen (13) working days after receipt of the grievance.

Step 3. If the grievance is denied, or if no answer is received within the time limits set forth above, the employee may submit the written grievance to the Town Administrator. The grievance shall be filed within eight (8) working days of the denial of the grievance in Step 2, or the date on which a response was due, whichever is earlier. The Town Administrator shall give his/her answer within thirty-three (33) working days after receipt of the grievance.

Section 4. Waiver of Grievance – Time Limits

Failure by the Union to comply with above time limits shall constitute a waiver of the grievance.

Section 5. Extensions-Time Limits

Upon the written request of either party the above time limits may be reasonably extended by mutual agreement. A reasonable extension shall not be withheld by either party.

ARTICLE VII **ARBITRATION**

Section 1. Submission to Arbitration – Time Limits

Any grievance which has not been settled under Article VI may be submitted by the Town or by the Union to arbitration in the manner set forth below, thirty (30) working days after the response of the Town Administrator, or his/her designee, is due.

Section 2. Selection of an Arbitrator

The parties shall attempt to select an arbitrator within seven (7) working days after notice of arbitration has been given. If parties cannot agree upon an arbitrator, either party may submit the matter to the American Arbitration Association in accordance with its rules and regulations, and a copy thereof shall be given to the Town Administrator or the Union chairperson.

Section 3. Authority of the Arbitrator

The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and shall not have any authority to add to, to subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to award any retroactive monies beyond the date of which the grievance was first filed.

Section 4. Decision of the Arbitrator

The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5. Time Extensions

The parties may, by mutual agreement, extend the time in any particular case.

Section 6. Excluded Subjects

Notwithstanding any contrary provisions in this Agreement, the following shall not be subject to the grievance and arbitration provisions of this Agreement:

- A. any incident which occurred or failed to occur prior to the ratification date of this Agreement;
- B. any issue for which the decision of an arbitration would not be final and binding;
- C. the dismissal or suspension of a probationary employee;
- D. Exclusive Remedy – the grievance-arbitration provisions of this Agreement will not apply to a grievance unless the employee elects the grievance-arbitration provisions as final and binding and as the exclusive remedy.

ARTICLE VIII

MANAGEMENT-UNION COMMITTEE

Section 1. Management-Union Committee on Employee Relations

The Town, through its Library Director, or his/her designee, shall meet with a committee to be known as the Management-Union Committee on Employee Relations. Committee shall be made up of the Library Director, or his/her designee, 2 union members and one other member of Management. Said meetings shall take place at least twice a year. An agenda shall be provided at least ten (10) days prior to the meeting. The purpose of said meetings shall be for the mutual exchange of opinions and practices; matters affecting the implementation of this Agreement; and other matters of mutual interest which may be agreed upon.

Section 2. Pay Allowance-Union Members

Union members of the Management-Union Committee whose number shall not exceed two (2) shall suffer no loss in pay by reason of attendance at such meetings. It is understood that the Committee shall have no power to negotiate wages, hours, or other conditions of employment or to alter or amend this Agreement in any respect.

ARTICLE IX

SENIORITY AND REDUCTION IN WORKFORCE

Section 1. Seniority

Seniority means an employee's length of continuous service with the Town since his/her last date of hire in positions covered by this Agreement. An employee will acquire seniority after completing a ninety (90) day probationary period, and his/her seniority shall then date from the beginning of his/her employment. During the probationary period of any employee, the

Library Director will determine whether such employee qualifies for the position. The Library Director and the employee may agree to extend the length of the probationary period. The Library Director's decision in this matter only shall not be subject to the grievance procedure. An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons: discharge for just cause; resignation; unauthorized leave of absence in a non-emergency situation.

An employee transferred to a position outside the bargaining unit will retain his/her seniority but will not accumulate additional seniority during the period that he/she occupies a position outside the unit.

Section 2. Reduction in Workforce

- In decreasing, increasing or in making replacements in the workforce, management shall give consideration to seniority, ability and the qualifications of employees for available work in accordance with the procedures set forth below. The parties agree that seniority shall be a factor only where in the exclusive judgment of the Town and Library Director, skill and ability to perform the work are equal. Barring unforeseen circumstances (such as, but not limited to mid-year state aid reductions) thirty days notice shall be given to any employee being laid off, but in no case shall less than fourteen days notice be provided.

The Town and Library Director retain the right to determine what departments, divisions, and job classifications are to exist, whether to lay off employees, to determine the existence or non-existence of a vacancy, and whether any vacancy will be filled. In the event the Town, in its exclusive discretion, determines there is to be a reduction in the number of employees in any job classification, the following procedures shall be taken:

The Library Director shall consider the following factors in determining which employees in a classification shall be laid off:

- Relative qualifications, including ability and skills; professional or vocational education and/or training; proven performance; relevant experience; and past record, including prior evaluations.
- Needs of the library.
- A determination on qualifications shall be arrived at based upon education, training, experience and past performance, including attendance.
- If the Town decides to implement a "Reduction in Force" plan, which involves elimination of any of the positions covered by this Agreement, the individual member of this union will be able to apply for retirement if qualified.
- Any employee, extended beyond the mandated retirement age, may be subject to reduction in force outside the procedures described above. This section shall be subject to the grievance and arbitration procedure.

Section 3. Employee Recall

Employees who are laid off shall be placed on a recall list for a period of 18 months from the effective date of the layoff. Seniority shall be taken into consideration if multiple recalled employees apply for a position.

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

A laid-off employee who is offered and accepts a position in a different job classification than the one that she/he had originally held at the time of the layoff shall maintain their recall status during the original 18-month period and will be given the first opportunity to fill their original job classification in the event a vacancy occurs. Recall employees who accept a position shall be considered as having the same seniority that she/he would have had if she/he had not been laid off. Employees upon reinstatement shall have all unused sick time restored upon return. Accrual rates will include all previous years of service.

Recalled employees shall respond within 10 calendar days of the library job posting in writing or email, otherwise they shall be deemed to have waived their right to be recalled to the vacant position being offered. Where an employee accepts the recall within ten (10) calendar days required, the employee shall return to work within seven (7) calendar days from the date of accepting the position.

Employees on the recall list who apply for re-employment opportunities in a different job classification in the same or lower pay grade from that which they occupied at the time of layoff shall not be entitled to re-employment over more qualified persons applying for the same position. However, in the event that the qualifications of the laid off employee are relatively equal to that of other eligible employees, the laid off employee shall be given the first opportunity to accept the position.

ARTICLE X

JOB DESCRIPTIONS AND BENEFITS ELIGIBILITY

Section 1. Review of Job Descriptions

Management and Labor agree to designate three members each to meet and review all job descriptions before July 1, 2017.

Section 2. Qualifications and Training

Job descriptions shall contain a statement of the qualifications or training required for the position as well as a statement of its basic duties and responsibilities. Each employee shall be informed of the duties and responsibilities of his/her position.

Section 3. Time Period

Job descriptions for all positions are to be made available to the Union within fourteen (14) days after approval of the Library Director.

Section 4. Benefits Entitlements

Full-time employee is defined as one who is scheduled to work a total of 1,950 hours (37.5 hours/wk), excluding any Sunday hours worked, during the 12 months preceding the first day of July of each year. All full-time employees are entitled to all benefits as described in this agreement.

Regular part-time employee is defined as one who is scheduled to work at least 1,040 hours (20 hours/wk), but less than 1,950 hours, excluding any Sunday hours worked, during the 12 months preceding the first day of July each year. Regular part-time employees are entitled to pro-rated benefits.

Part-time employee Part-time employee is defined as one who is scheduled to work less than 1,040 hours per year, excluding any Sunday hours. All part-time employees are entitled to pro-rated benefits after 90 days of employment with the exception of group health insurance and sick leave.

Section 5. Temporary Service in Higher Classification

When asked by the Library Director to work in a higher classification, an employee shall receive additional compensation upon the completion of five (5) consecutive work days. The compensation shall be computed in accordance with Section 6 of this Article, entitled "Rate After Promotion" and shall be retroactive to the first day of work performed in the higher classification.

Section 6. Rate After Promotion

An employee who is permanently promoted to a higher classification will be compensated at whichever of the following rates is higher:

- a. The lowest step specified closest to (b);
- b. The step which is not less than twenty (20) dollars higher than the employee's weekly rate in the classification from which he was promoted, but not higher than the maximum rate of the new classification.

ARTICLE XI **JOB POSTING AND BIDDING**

Section 1. Posting Vacancy

If a vacancy occurs in any position covered by this Agreement which the Library desires to fill, the Library will post the position in a conspicuous location in the building for a period of ten (10) working days. All employees shall have the right to file a written bid for said position

within the positing period. Management reserves the right to advertise vacancies to the general public during said ten (10) day period.

Section 2. Definition – Vacancy

For the purposes of Section 1 of this Article, a vacancy is defined as an opening created by (1) termination, (2) death, (3) retirement, (4) leave of absence for a period in excess of three (3) months, (5) a new position, or (6) changes in staffing hours.

Section 3. Preference – Library Employees First Interviewed

Those Library employees covered by this Agreement who bid for said vacancy will be considered and may be interviewed before considering Town employees who are not covered by this Agreement, or those not currently employed by the Town; although the Library reserves the right to consider both classes of individuals together if an initial selection is not made from employees included in this bargaining unit.

Section 4. Bid for Non-union Positions

It is agreed that Union members shall have the right to bid for non-union positions posted in accordance with Town policy.

Section 5. Selection of Employee

The selection of an employee to fill a vacancy shall be made on the basis of qualification, experience and ability. The Library Director will be the sole judge of qualifications, experience, and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.

Section 6. Probationary Period

The first three (3) months of employment after the initial hiring date shall be considered a probationary period. The Town reserves the right to terminate any employee before the end of the probationary period if in the judgment of the Library Director the person is not qualified to perform the duties of the position. If the employee has changed positions in the unit and is terminated from the position, the Library Director shall assign the employee to his or her former position, if available, or to a similar position.

Section 7. Bid for Lower Rated Position

Where in the judgment of the Library Director, an employee's illness or physical condition prevents him/her from properly performing his/her present duties, and if in the judgment of the Library Director the employee is capable of performing a lower rated job, and where said employee has been employed by the Town for at least five (5) years, he/she may be allowed to bid for a vacant lower rated position if he/she qualifies as set out herein and if such position is more suitable to his/her physical condition. Any employee who elects to accept a lower rated position, after qualifying for such position, as herein set forth, will receive the pay of the lower rated position. However, he/she will be placed on the equivalent step of the pay scale of such lower rated position.

ARTICLE XII
HOURS OF WORK AND COMPENSATORY TIME

Section 1. Work Week Definition

The work week is defined as beginning on Wednesday and ending the following Tuesday, excluding Sundays. The regular work week for full-time employees shall consist of five (5) days, which may not be consecutive, totaling thirty-seven and one half (37 ½) hours within the above defined work week. If so required by public service schedules, employees shall be scheduled to work shifts of seven and one-half (7 ½) hours on a given day, at least one (1) evening in a work week, and a Saturday rotation.

Section 2. Sunday Hours

The Library Director shall have the authority to hire staff to work Sunday hours provided that all qualified library staff are given first consideration for the scheduled Sunday hours prior to the hiring of outside candidates. This requirement will be considered fulfilled by an internal posting of said Sunday schedule for 10 calendar days. If no internal candidates apply within the 10 days then the director may hire an outside candidate.

Part-time employees working on a Sunday shall be paid at the rate of one and a half (1.5) times the employee's regular base rate.

All full-time library employees working on a Sunday shall be paid at the rate of one and a half (1.5) times the employee's regular base rate or shall receive compensatory time at an hour and one-half for each hour work on a Sunday shift.

The type of compensation for full-time library employee Sunday hours shall be agreed upon by the Library Director and library employee in advance of the shift.

Section 3. Summer Saturdays

Summer Saturdays shall be defined as those Saturdays that fall between Memorial Day and Labor Day.

All library employees shall work a minimum of two Summer Saturdays annually, but may be required to work more if the needs of the department so require it at the discretion of the supervisor.

Section 4. Overtime and Compensatory Time

Overtime is all hours worked in excess of thirty-seven and one half (37 ½) hours as authorized by the Library Directory or his/her designee, excluding Sundays and Summer Saturday as defined above (sections 2 and 3). Hours worked over 37 ½ shall be given as compensatory time or as wages as determined by the Director or his/her designee. Employees

shall be informed in advance of payment method and may decline overtime opportunity without prejudice unless it is an emergency.

Overtime cannot be worked without the permission of the Library Director or his/her designee.

The hourly rate of overtime pay shall be equal to one and one-half (1 ½) times the regular hourly rate of the employee.

Compensatory time shall be given at one and one-half (1 ½) times all hours worked over thirty seven and one half (37 ½). Compensatory time for all hours worked less than 37 ½ hours shall be given as normal hours, including holidays.

Compensatory time cannot be taken in less than 1 (one) hour increments.

Section 5 . Part-time Work Beyond Scheduled Hours

Part-time employees can be asked to work more than their regularly scheduled hours and be called in as needed by the Library schedules. Part-time employees shall be paid on a straight time basis for all hours worked up to 37 ½ hours.

Section 6 . Overtime Scheduling

Any issues concerning the equity of overtime scheduling shall immediately be referred to the Management-Union Committee for resolution.

Section 7. Meal Periods – F/T & P/T

All library employees scheduled to work a six and one half (6 ½) hour or more shift must take a thirty (30) minute, unpaid, meal period within their shift. Meal breaks shall be taken before the final hour of a shift unless otherwise agreed to by the Library Director.

Section 8. Rest Periods

All full-time employees' work schedule shall provide for a fifteen (15) minute rest period during each half of each full shift. Part-time employees who are scheduled to work a shift of four (4) hours will be allowed a fifteen (15) minutes rest period; for each five (5) hour shift a twenty (20) minute rest period; and for each six (6) hour shift a twenty-five (25) minute rest period.

Employees shall not be required to stay in the building during their rest periods, as long as they not exceed their allotted rest period. The scheduling of rest periods must take into consideration the needs of the department and the public service desks, as determined by the Library Director or his/her designee.

ARTICLE XIII
LONGEVITY

Full-time employees shall be compensated according to the following formula as longevity pay. Said payments will be made in lump sum on the employee's anniversary date. Years of service shall be computed as of the employee's anniversary date. All regular part-time and part-time employees who qualify for longevity shall receive a pro-rated benefit.

Years of Service

10 but not 15	\$500.00
15 but not 20	\$550.00
20 but not 25	\$650.00
25+	\$750.00

Effective July 1, 2016

10 but not 15	\$700.00
15 but not 20	\$850.00
20 but not 25	\$1,000.00
25+	\$1,200.00
29+	\$1,500.00

ARTICLE XIV
PAID HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

New Year's Day	Martin Luther King, Jr. Day	Presidents' Day
Patriots' Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	Friday after Thanksgiving*	Christmas Day

*Effective July 1, 2016

Effective July 1, 2016, Morse Library will be closed on the day after Thanksgiving. Full time, regular part-time and part-time employees who work the Saturday immediately after

Thanksgiving Day shall be compensated at a rate of one and one-half (1.5) times their regular rate of pay for hours worked on said Saturday. Full time employees may work for *paid time* off, receiving an hour and a half off for every hour worked.

The Library shall close at 2:00 p.m. on the day before Thanksgiving Day; Christmas Eve; and on New Year's Eve. Any employee who is scheduled to work on a scheduled early holiday closing day shall receive no loss of pay for the early closing, provided that they work during all of the library's operational hours on said days. Employees may take personal time or vacation time for said operational hours and still be paid for their normal scheduled hours.

Section 2. Holiday Pay Rate

Whenever an employee works on any of the holidays enumerated above, he/she shall be paid at the rate of double time his/her regular rate of pay for the hours worked. In addition, said employee shall be entitled to the benefits in Section 3 or Section 4 of this Article.

Section 3. Holidays/Full-time Employees

Should any full-time employee's regularly scheduled hours fall upon a holiday, they shall be paid for the holiday for their regularly scheduled hours. If a holiday falls on a day a full-time employee is not scheduled to work she/he shall receive a compensatory day off.

Section 4. Holidays/Part-time Employees

Should any regular part-time or part-time employee's regularly scheduled hours fall upon a holiday, they shall be paid for the holiday on a pro-rated basis for their regularly scheduled hours. If a holiday falls on a day that a regular and part-time employee is not scheduled to work she/he shall receive pro-rated paid time off.

ARTICLE XV **VACATION LEAVE**

Section 1. Vacation Allowance

Full-time employees shall receive a vacation of not less than four (4) weeks with pay in a *fiscal year*, providing that they have actually worked for the Town for thirty (30) weeks in the aggregate during the preceding *fiscal year*. Part-time employees who become full-time shall have their cumulative part-time service credited toward the aggregate (30) required.

Regular part-time employees are entitled to the above vacation time on a pro-rated basis.

Part-time employees are entitled to vacation time on a pro-rated basis according to the following schedule:

- Two (2) weeks vacation after ninety (90) days.
- Three (3) weeks vacation after five (5) years.
- Four (4) weeks vacation after ten (10) years.

New employees, full-time and regular part-time, are eligible for pro-rated vacation time during the *fiscal year* in which they begin service; i.e., a full-time employee who begins work on January 1 is entitled to two (2) weeks vacation between January 1 and June 30. A part-time employee entitled to vacation benefits is entitled to pro-rated vacation benefits based on his/her start date in the fiscal year and the hours worked weekly; i.e., a 20 hour/week employee beginning work on January 1 is entitled to two (2) weeks vacation pro-rated at 20 hours per week between January 1 and June 30. Vacation cannot be taken until the probationary period has been successfully completed.

Vacation time cannot be taken in less than ½ day increments.

Section 2. Timing of Vacations

Vacations will be granted by the Library Director and the Department Supervisor, using reasonable discretion at such time as will cause the least interference with the performance of the regular work of the department.

Section 3. Purpose of Vacations

Vacations are granted both as a reward for service and to enable employees to relax and return to work refreshed.

Section 4. Vacation Day Defined

A day's vacation is a regularly scheduled day off. If a paid holiday occurs during a vacation period, it is not counted as a day of vacation.

Section 5. 20 Years Service Vacation Entitlement

Full-time employees with twenty (20) years service are entitled to five (5) weeks of vacation in one (1) year.

Section 6. LOA Effect of Vacation Leave

Employees granted leave of absence without pay shall not accrue vacation leave during said leave of absence.

Section 7. Vacation Year to Year Carry Over

A. No vacation is to be cumulative beyond the fiscal year in which it is allowed unless all of the following situations are met:

- no more than one week may be carried over and must be used within a six (6) months period;
- the employee, Library Director, and Town Administrator must agree

B. Subject to the operating requirements of the department, the Library Director shall schedule vacation time according to seniority.

Section 8. Definition of Week

For purposes of this Article, a "week" is defined as five (5) days.

ARTICLE XVI
SICK LEAVE

Section 1. Sick Leave Allowance

Full-time employees will accrue sick leave at the rate of one and one-quarter (1 ¼) days for each month of service, not to exceed fifteen (15) days in any year effective July 1, 1984. Sick leave not used in the year in which it accrues, together with accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in a subsequent year up to a maximum of two hundred and twenty-four (224) days. Those employees hired after July 1, 1987, shall accumulate sick leave days to a maximum of one hundred eighty (180) days.

Full-time employees hired after July 1, 1996, will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed 12 days in any year and shall accumulate sick leave days to a maximum of one hundred twenty (120) days.

Regular part-time employees will accrue sick time on a pro-rated basis.

Section 2. Reasons for Granting Sick Leave

Sick leave under this Article shall be granted for the following reasons only:

- Personal illness or physical incapacity to such extent as to be unable to perform the duties of his/her position.
- Attendance upon members of the immediate family (as defined in Article 18, section 1) of the employee, whose illness requires the care of such employee, provided that not more than eight (8) working days with pay shall be granted to such employee for this purpose in any one (1) fiscal year, not to exceed earned sick leave available.
- Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only, and not to exceed earned sick leave available.
- Medical and dental appointments for employee and family members.

Section 3. Notification of Illness

Sick leave will not be allowed unless sufficient notification is given of the illness by the employee, his/her family or a family physician. Notification must be received within a reasonable period after the time scheduled to start work, otherwise leave shall not begin until notification has been received.

Section 4. Physician's Statements

If the absence is more than five (5) days or, if there are repeated absences of shorter duration, a statement from the employee's physician may be required stating extent of the employee's illness or disability. Prior to an employee's return to work, the Town may have the employee examined by the Town's occupational health nurse for certification of the employee's ability

to return to duty. Subsequent certificates may be requested at the discretion of the Library Director.

Section 5. Sick Leave Accrual during LOA Periods

Employees granted leave of absence without pay shall not accrue sick leave during said leave of absence, but, upon resumption of active employment, shall have available the sick leave accrued before time of such leave of absence.

Section 6. Willful Violation of Rules and Regulations

Willful violation of any of the rules and regulations promulgated hereunder, or the willful making of a false claim for sick leave, shall subject the employee to disciplinary action.

Section 7. Sick Leave/Workers' Compensation Interaction

Employees receiving compensation under the provisions of 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.

An employee taking annual vacation while receiving Workers' Compensation shall receive his or her regular weekly pay, chargeable to vacation leave and this will not affect sick leave during this period.

Section 8. Transfer

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

Section 9. Sick Leave Buy Back

- Eliminate all sick leave buy back for new hires effective 7/1/2012.
- Grandfather those employees who retire within the next five (5) years from 7/1/2012 under current practice.
- Those employees who have five (5) years, but less than ten (10) years to retire (using 65 as age of retirement) will be bought out at fifty percent (50%) of their current value.
- Those employees who have ten (10) years, but less than twenty (20) years to retire (using 65 as age of retirement) will be bought out at twenty five percent (25%) of their current value.
- If an employee is eligible to be bought out, but wishes to keep some time on the books, he/she could elect to retain up to twenty-five (25) days, and still participate in the above buy-out. However, this is a one-time only opportunity and employees MUST elect to do so in writing to the Director of Personnel before September 1, 2012.

Section 10. Sick Leave Bank

Members of the unit are entitled to membership in the 1116 Laborers' Sick Leave Bank and are subject to the rules and regulations thereof.

ARTICLE XVII
PERSONAL DAYS

Section 1. Amount of Personal Days

Each full-time member of the union shall be entitled to four (4) personal days effective July 1st of each year. Said days must be used by June 30th of each year.

Regular and part-time employees are entitled to four (4) personal days pro-rated.

Personal time cannot be taken in less than 1 (one) hour increments.

ARTICLE XVIII
BEREAVEMENT LEAVE

Section 1. Immediate Family

Employees covered by this agreement shall be allowed time off without loss of pay for up to five (5) working days following the date of death of a member of the immediate family. The immediate family is defined as spouse, children, or significant other/live-in companion living with the employee at the time of death.

Section 2. Other Family and Relatives

The employee shall be allowed three (3) days off without loss of pay following the death of a parent, brother, sister, parent of spouse or significant other/live-in companion living with the employee at the time of death, grandparent, grandchild, or stepchild, parent in-law, brother-in-law and sister-in-law, or any household member.

Section 3. Other Additional Family Members

The employee shall be allowed one (1) day of paid leave for the funeral of any other family member.

Section 4. Additional Time

Additional days may be granted at the discretion of the Library Director.

ARTICLE XIX
MATERNITY/PATERNITY LEAVE

Section 1. Maternity/Paternity Leave Allowance

Maternity/Paternity leave may be granted up to twelve (12) weeks unpaid leave, provided that the request for such leave is in writing to the department head with sufficient notice for proper planning and pursuant to Chapter 149, Section 105D of the Massachusetts General Laws. In effect, this means that if an employee has any accumulated sick leave, she/he may use it subject to the provisions of standard sick leave policy of the Town as contained in this Agreement.

ARTICLE XX
MILITARY SERVICE

Section 1. Military Leave

A leave of absence for military service shall be granted to any full-time employee who is a member of a reserved component of any of the Armed Forces of the United States and who is required to engage in field training. This leave of absence shall be in addition to his/her vacation.

Section 2. Compensation

If the amount of compensation the employee received from the Federal or State Government for temporary training duty (a period not to exceed fifteen (15) consecutive days) is less than the base compensation which he/she would have received for the same period, he/she shall be paid the difference by the Town upon proper evidence of military service and of compensation received.

Section 3. Reinstatement

When an employee, not on probation, enters military service of the United States, indefinite leave of absence without pay or benefits shall be granted for the duration of such military service. Each employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Town within sixty (60) days following his/her honorable discharge from military service, and provided he/she has not voluntarily extended the length of his/her military service.

ARTICLE XXI
JURY DUTY

Section 1. Compensation for Jury Duty

In the event that any employee covered by this Agreement is called upon to perform jury services, the Town will pay for working time lost. Payment will be the difference between the jury pay and applicable number of hours in the employee's standard work day, times the employee's base hourly rate, for each day of jury duty.

Section 2. Certificate of Attendance

In order to receive jury duty pay, employees shall be required to present weekly to the Town, a certificate by the Court (or its duly authorized representative) verifying the jury pay received for such duty and, if possible, the time spent in such service.

ARTICLE XXII
LEAVE OF ABSENCE

Section 1. Personal Leave of Absence

Leave of absence without pay may be granted in special circumstances by the Town Administrator upon the advice of the Library Director under the following conditions:

1. Employee shall submit in writing reason(s) for request in advance;
2. The Library Director shall submit to the Town Administrator a report of the impact of such leave on the operation of the library;
3. Leave shall be initially granted for a period not to exceed thirty (30) calendar days;
4. Extension of leave beyond thirty (30) days may be granted by the Town Administrator after submission of additional documentation by the employee and the Library Director

Section 2. Service Benefit Accruals

The period of leave of absence shall not accrue towards length of service benefits, such as wage increments, vacation and sick leave up to thirty (30) days.

Section 3. Seniority

Employees granted unpaid leaves of absence will suffer no loss of seniority.

ARTICLE XXIII
LIFE AND HEALTH INSURANCE

Section 1. Life Insurance

Group Life Insurance shall provide to each full-time and regular part-time employee a Term Life Insurance Policy in the amount of \$5000 by Town Meeting Approval. The net premium of said policy shall be shared equally between the Town and the employee.

Section 2. Group Health Insurance

All new hires will be issued a copy of the PEC (Public Employee Council) Agreement upon hire outlining health insurance cost options.

The attached Memorandum of Agreement Between The Town of Natick and All Collective Bargaining Units representing employees employed by the Town of Natick ("the Unions") stipulates the terms of group health insurance coverage for the period July 1, 2016 through June 30, 2018.

Section 3. Disability and Dental Insurance

The Town may, with agreement of the Union, provide 100% employee pay all, disability and dental insurance plans to full-time and regular part-time employees of this unit on a voluntary basis. It is further understood that these plans shall be offered subject to underwriting requirements for minimum enrollment.

ARTICLE XXIV
WORKERS' COMPENSATION

Section 1. Work-Related Injury Leave

An employee injured while performing his/her official duties in behalf of the Town shall file for occupational sick leave benefits under the provisions of Workers' Compensation laws of

the Commonwealth of Massachusetts. Benefit administration and requirements for the employee shall be available in the Office of the Town Administrator.

Section 2. Sick Leave/ "Pending Period"

Sick leave may be used, when available, during any periods of time a work-related injury claim is pending, provided that the employee agrees in writing to reimburse the Town for the proportion of time used during this "pending period".

Section 3. Sick Leave/Workers' Compensation Interaction

Employees receiving compensation under the provisions of 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.

An employee taking annual vacation while receiving Workers' Compensation shall receive his or her regular weekly pay, changeable to vacation leave and this will not affect sick leave during this period.

ARTICLE XXV
FAMILY AND MEDICAL LEAVE

Section 1. Leave of Absence in Accordance with the Family Medical Act

Employees who have been on active payroll for 12 months and who have worked a minimum of 1,250 hours during that time are entitled to twelve (12) weeks of unpaid leave in accordance with the Family Medical Leave Act of 1993 for the following occurrences:

- Birth, adoption or receipt of foster children within 12 months of the qualifying event. Such leave may be taken intermittently on a reduced work schedule.
- Serious health condition of self, spouse, child or parent. Such leave may be taken intermittently on a reduced work schedule.

Section 2. Medical Certificate/Statement

In cases of family or personal illness, the town requires the employee to provide medical certification of the serious health condition at the beginning of the leave period and every 4 weeks thereafter. The medical statement must include the date the condition began, its probable duration, appropriate medical facts regarding its duration, a statement that the employee is needed to care for individual or that employee is unable to perform his/her duties at work and an estimate of the time required.

Section 3. Use of Sick, Personal, and Vacation Time

The employee may use sick, personal or vacation leave at the onset of the leave period which will be included in the twelve (12) weeks.

Section 4. Health Insurance Benefits

The Town will continue to pay its usual portion of the health insurance benefits for the duration of the twelve (12) week leave period. If the employee is on unpaid leave, his/her share of the insurance premium must be paid to the Town no later than the (15th) of each month. Should the employee resign his/her position at the end of the twelve (12) weeks, the employee must reimburse the premium payments within a reasonable amount of time.

ARTICLE XXVI
EMPLOYEE PERFORMANCE EVALUATIONS

Section 1. Performance Evaluations

A performance evaluation will be done annually for all employees with more than one year seniority. Such performance evaluations shall be scheduled thirty (30) days prior to the employee's anniversary date. Probationary employees will have a performance evaluation at the end of three (3) months of employment. Employees will be given opportunity to read the evaluation report, to sign and date the file copy to signify the report has been read, and to make a written response thereto. Evaluations shall be based upon a mutually agreed upon format and at a mutually agreed upon period of time. The Management/Union Committee shall determine the document.

The evaluation will not be connected to any wage increase.

ARTICLE XXVII
PROFESSIONAL EXCUSED TIME
AND TRAVEL ALLOWANCE

Section 1. Workshops and Conferences

Employees wishing to attend workshops, conferences, and professional association meetings for the benefit of the Library should make their request as early as possible to the Library Director. Authorization for this time *may* be given by the Library Director who shall determine beforehand the appropriate amount of reimbursement for the expenses associated with such meetings. Employees shall present receipts for reimbursement within two (2) working days after returning from the meeting. For any authorized meeting or conference the employee is ordered to attend on his/her time, compensatory wage or time shall be given at the discretion of the Library Director, or his/her designee. Employee shall be informed in advance of the method of compensation. For time over thirty-seven and one half (37 ½) hours in one week, compensatory time or wages shall be given at time and one-half.

Section 2. Travel Allowance

Library staff who are required to travel using their own vehicle for library business and receives authorization for travel from the Library Director will receive a travel allowance at the Federal rate for mileage reimbursement.

ARTICLE XXVIII
RATES OF PAY

(see attached schedule)

Effective January 1, 2011 all employees will go to bi-weekly pay and direct deposit.

Cost of Living Increases shall be awarded as follows:

Effective July 1, 2015: Two Percent (2%)

Effective July 1, 2016: Two Percent (2%)

Effective July 1, 2017: Two percent (2%)

Effective June 30, 2018 increase step 6 (last step) on all scales by 0.25 cents.

The Town agrees to accept the Union's proposal to reclassify those employees in the classification of Reference Staff to Reference Librarians, as well as those employees in the classification Library Associate who work on average in excess of twenty hours per week to Library Assistant.

Section 1. Anniversary Dates for Step Increases

All employees hired on or before June 30, 2000 shall receive step increases on the first day of July. All employees hired on or after July 1, 2000 shall receive step increase on the employee's anniversary date in their current position.

ARTICLE XXIX
WORKING CONDITIONS

Section 1. Working Conditions in Building

The Town and the Library Staff Members recognize that it is important for employees to work in clean, safe, well ventilated, well-lit areas, and with functioning facilities, and in which the temperature is maintained at an acceptable level, and the Town agrees to exert good faith and reasonable effort to provide such working conditions.

Section 2. Temperature in Building

Should the temperature in any section of the working areas of the Library fall below 55 degrees Fahrenheit or above 85 degrees, and no attempt is made to rectify the situation, the staff shall be dismissed with no loss of pay for that day. This may be changed in an emergency situation with mutual agreement.

Section 3. Working in Building Alone

No person shall be required to work a shift alone in any public area or be required to work alone in the building at any time except in the case of an emergency, provided the safety of the library property is not in jeopardy.

Section 4. Sexual Harassment

No library employee shall be subject to unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2)

submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

Section 5. Hostile Work Environment

No library employee may engage in conduct that falls under the definition of unlawful workplace harassment which is defined as: one that both a reasonable person would find hostile or abusive and one that the particular person who is the object of the harassment perceives to be hostile or abusive. Hostile work environment is determined by looking at all of the circumstances, including the frequency of the allegedly harassing conduct, its severity, whether it is physically threatening or humiliating, and whether it unreasonably interferes with an employee's work performance.

Section 6. Inclement Weather

Management agrees to post on the phone message system by 7:30 a.m. any notice of a delayed opening due to inclement weather for said day. If the Natick Public Schools have been cancelled due to inclement weather, the Library will not open before 12 noon. All employees scheduled to work shall be paid for their scheduled hours.

ARTICLE XXX
SCOPE OF AGREEMENT

This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Union acknowledges that during the negotiations, which resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that the agreements, contained in this Agreement, were arrived at after free exercise of such rights and opportunities.

ARTICLE XXXI
CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by the mutual consent, in writing, of the parties hereto.

ARTICLE XXXII
SEVERABILITY

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and

void. Otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XXXIII **MISCELLANEOUS**

Section 1. Local Blood Banks

Staff wishing, and who are physically able to donate blood to local blood banks, shall be allowed time off from employment. Employees must provide official certification of attendance at a local blood bank.

Section 2. LIUNA Annuity

Beginning July 1, 2010, the Town of Natick shall increase the hourly contribution into the LIUNA Annuity Fund by 10 (ten) cents per hour for a total of 41 cents per hour for each employee eligible for benefits under this Agreement.

The Town of Natick's participation in this fund shall be subject to the enactment of a mutually agreeable participation agreement between the Town of Natick and the Local Laborers' Union 1116. Said agreement shall indemnify the Town of Natick. The Town of Natick shall not be bound by this Section if it is found to violate any federal or state law.

Section 3. Education Reimbursement

The Town of Natick shall appropriate \$7,500 in each year of this Agreement to be used as an educational reimbursement for employees covered by this Agreement. Said educational reimbursement shall be provided on a first-come, first-served basis for the cost of tuition and fees for job-related courses approved in advance by the Library Director and for which the employee receives a final average grade of "B" or better. Workshops and classes for which no grade is given shall also be eligible for education reimbursement. Workshops and classes that are audited shall not be eligible for education reimbursement. Said benefit shall be available to employees who have been employed by the Library for at least 36 months.

Employees must complete and submit a Request for Education Reimbursement form to the Library Director before registering for each course. Courses must be directly related to the employee's field of work or required for a college degree in same. This benefit is available to employees on the following two levels:

- a. The rate is up to \$1,875 for a full-time employee (37.5 hours per week)
- b. Part-time employees receive the same benefit on a pro-rated basis, using the average number of hours worked in the previous fiscal year.

Section 4. Trustee Meeting Attendance

As public desk staffing permits, union steward, invited staff, and/or supervisors may attend Trustee Meetings which occur during their regularly scheduled hours without loss of pay.

THIS AGREEMENT shall remain in full force and effect from July 1, 2015 to June 30, 2018.

TOWN OF NATICK

PUBLIC EMPLOYEES LOCAL 1116
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AFL-CIO

[Signature]

Nicholas J. McBarry

Susan A. Salomoff

Jonathan Friedman

John Cully

[Signature]

Doreen Plachy Weld

Vere Reddy Jr.

R. S. Carr MDC

Dated: 10/17/16

Dated: 10/18/16

Approved as to Form:

Labor Counsel

Dated: _____

Memorandum of Agreement Between
The Town of Natick and
All Collective Bargaining Units representing employees employed by the
Town of Natick ("the Unions")

The terms of this agreement will be in effect from July 1, 2016 through June 30, 2018

WHEREAS, the Town of Natick (the "Town") currently provides health insurance benefits to its eligible subscribers through participation in a collaborative known as the West Suburban Health Group (WSHG);and

WHEREAS, the Town and the Public Employees' Committee (PEC) have agreed to the following terms that will, if implemented, allow the Town to remain a member of WSHG; and

WHEREAS, the Town and the Unions by mutual acceptance of this Agreement acknowledge and affirm that said Agreement shall supersede and void any conflicting provisions in any Collective Bargaining Agreements (CBAs), and the parties mutually agree that the Town under the terms of MGL Chapter 32B section 19 and pursuant to a majority vote of the (PEC) have satisfied all of its bargaining obligations relating to the subjects of this Agreement:

NOW THEREFORE, the Town and the PEC ("the parties") agree as follows:

- 1) This Agreement will be for a two year period commencing July 1, 2016 and ending June 30, 2018. The PEC acknowledges and agrees that this Agreement shall be implemented by the Town if approved by weighted majority vote of the PEC comprised of Collective Bargaining Units of the Town.
- 2) Effective upon the date of execution of this Agreement by the Board of Selectmen, the Board of Selectmen's August 31, 2015 acceptance of MGL Chapter 32B, sections 21-23 is hereby revoked. This revocation is not binding on future Boards of Selectmen. The parties to this Agreement further agree that the Board of Selectmen may, and are hereby authorized to, rescind the acceptance of MGL Chapter 32B section 19 at any time.
- 3) The parties agree that effective July 1, 2016, the Town will contribute 75% toward the cost of the Fallon Select and Fallon Direct health insurance plans for both family and individual plans.
- 4) The parties agree that effective July 1, 2016, the Town will contribute 62% toward the cost of all other Rate Saver family and individual plans.

- 5) The Town's contribution to the Harvard Pilgrim PPO plan shall remain at 50%. The Town's contribution towards all Medicare supplement plans shall remain at 50%.
- 6) The Town shall continue to maintain a Flexible Spending Account program for eligible employees and shall continue to pay the administrative fee for all employees enrolled in the FSA. The Town will offer a debit card for all FSA subscribers. Notwithstanding any other terms in this Agreement, this provision shall sunset effective June 30, 2018 unless the Town in its sole discretion elects to continue the FSA program.
- 7) The parties agree that in order to maintain eligibility for health care coverage from the Town of Natick, all subscribers (including those who are not changing their health care provider) must select a health insurance plan during the open enrollment period for FY 2017 health care coverage.
- 8) The parties agree that the Town will budget \$100,000 in FY 2017 for a "Continuity of Care Mitigation Fund." The Mitigation Fund is established for the purpose of helping employees/non-Medicare retirees and their covered family members who, at the time of open enrollment for the FY 2017 coverage year, are receiving active treatment by a primary specialist that specializes in a defined practice and that specialist is not covered within the Fallon Select network.
 - For these purposes, the terms "active treatment", "serious condition" and "primary specialist" are defined as follows:
 - Active treatment: treatment following an inpatient stay or outpatient procedure for recovery or rehabilitation for a serious disease. It may include continuing care for a serious disease that requires diagnostic tests or adjustment of medications or treatments that occur and are scheduled every six months or sooner. Continuing care that occurs at intervals greater than every six months would not qualify as active treatment. It may also include an inpatient procedure for a serious disease scheduled no later than July 1, 2016. Active treatment does not include preventive services or services to monitor a patient's condition after the patient completes treatment for a serious disease.
 - Active treatment shall also include mothers who give birth after April 30, 2015 and before July 1, 2016 if the mother requires postpartum care and the mother's care provider(s) is not covered under the Fallon Select plan/network.
 - Serious condition: one that is life threatening or could lead to a serious or permanent disability if left untreated.
 - Primary specialist (may include but not limited to): a primary medical specialist in the following fields or practice; cardiologist, endocrinologist, gastroenterologist, hematologist, oncologist, maternal fetal medicine, neonatologist, neurologist, nephrologist,

orthopedist, urologist, medically necessary plastic surgeon, pediatric specialist.

- o An employee/retiree/covered family member who believes he/she is eligible for this benefit is obligated to apply for Fallon Select coverage and pursue Fallon Transitional Care. Should continuation of the existing care be denied, pursue all available appeals in an effort to gain authorization from Fallon Select for continued treatment and care prior to the close of the open enrollment period for FY 2017 health insurance coverage.
 - o For employees who qualify for the Mitigation Fund, the Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. If, in FY 2017, the costs under this provision exceed the \$100,000 appropriation, the funds will be distributed on a pro-rata basis.
 - o In FY 2018, the Town will budget an appropriate amount based on FY 2017 obligations under this provision, not to exceed \$100,000.
- 9) The parties agree that the Town will budget \$60,000 in FY 2017 and FY 2018 for a "Retiree Mitigation Fund." The Retiree Mitigation Fund is established for the purpose of helping non-Medicare eligible retirees who don't qualify for Fallon because they live outside of the Fallon coverage area and who have retired on or before June 30, 2016. An application form will be developed and an application deadline established. The Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. At the conclusion of the application period, if it is determined that the amount owed to eligible retirees exceeds the amount of the Retiree Mitigation Fund, the budgeted amount will be distributed on a pro-rata basis.

In FY 2018, the Town will budget an appropriate amount based on FY 2017 obligations under this provision, not to exceed \$60,000.

- 10) Should the West Suburban Health Group (WSHG) disband for any reason or should the WSHG cease to offer Rate Saver health insurance plans at any time during the term of this Agreement, this Agreement shall become null and void and the Parties shall negotiate a new agreement pursuant to MGL Chapter 32B, sections 21-23 or MGL Chapter 32B, section 19, subject to the Board of Selectmen's acceptance of said statutes. If WSHG votes any other changes in health care coverage that affect this Agreement the Parties will meet to consider amendments to the Agreement regarding said changes.
- 11) The Town and the Union agree to promote subscribers' understanding of these health insurance changes through the use of direct mailings or emails and

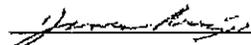
distribution of other promotional materials to the Town's employees and other impacted subscribers. In addition, the Town will schedule a minimum of 12 seminars at which Fallon representatives will present information about the Fallon Select and Fallon Direct health insurance programs and be available to answer questions. Such seminars will be scheduled at various locations and times in an effort to make them as convenient as possible for employees to attend; no additional compensation will be offered to employees attending these seminars.

- 12) The Town will continue to offer a two-year "opt-out" program for employees who have been enrolled in a Town offered health benefit plan for at least one year prior to the date of this Agreement, with program details provided on the Opt-Out Form; payments to be \$2,000 Opt-Out Stipend for those on the individual plan and \$4,500 Opt-Out Stipend for those on a family plan per plan year for each year of this agreement. Individuals who initially participated in the Opt-Out benefit in FY2016 shall receive the above amounts in FY 2017 for their second year Opt-Out Stipend.
- 13) Any and all provisions of any collective bargaining agreement relative to health insurance rates, contribution rates or policies between the Town or School Committee and any bargaining unit shall be superseded by the terms of this Agreement.
- 14) The parties agree that the Town will hold quarterly meetings with the Insurance Advisory Committee and the members of the Public Employee Committee will be invited to said meetings.
- 15) The parties agree that the Town will commence applicable payroll deductions in June, 2016 for the insurance coverage scheduled to commence on July 1, 2016.
- 16) The parties agree that this Agreement shall end on June 30, 2018 and none of its terms shall be binding after that date. If the Agreement is not extended or renewed or if the parties cannot reach an alternative agreement, health insurance offered by the Town shall revert to the pre-July 1, 2016 terms and conditions.
- 17) The effective date of this Agreement shall be the date on which the required 51% weighted vote of all Town unions and retiree representation has been achieved and the Board of Selectmen and School Committee have executed and ratified this Agreement
- 18) The parties agree that should any provision in this Agreement be found to be illegal or unenforceable then it shall be stricken from the Agreement and the rest of the Agreement shall remain in full force and effect.

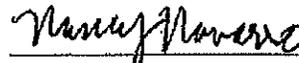
Public Employee Committee

The Education Association of Natick:

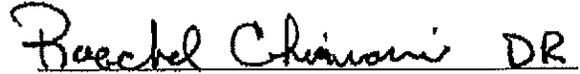
1) Unit A- Teachers


James Araujo

2) Para Professionals


Nancy Navarro

Food Service Workers, Local 1116


Raechel Chlavarini

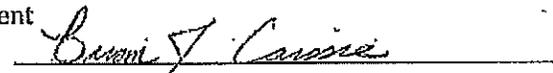
MTA; Administrative Assistants and Clerks


Joyce MacGregor

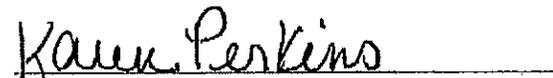
Local Union 1116 Laborers' International Union- Clerical


Annie Greel

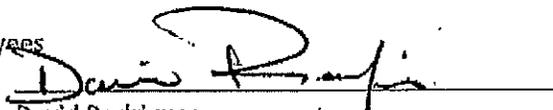
Local Union 1116 Laborers' International Union- Public Works Department


Brian Caissie

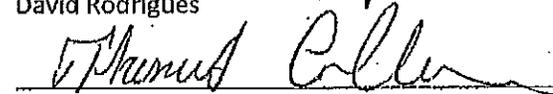
Local Union 1116 Laborers' International Union- Morse Library


Katen Perkins

Maintenance and Custodians Local #1116, Facility Management Employees


David Rodrigues

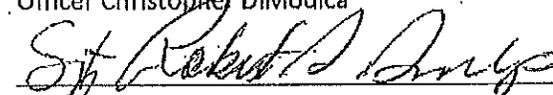
Supervisors' and Administrators' Association


Thomas Collins

Natick Patrol Officers' Association

Officer Christopher DiModica

N.E.P.B.A., Local 82, I.U.P.A. AFL CIO


Sgt. Robert Dunlop

N.E.P.B.A., Local 182- Dispatchers


Tracy Bourles

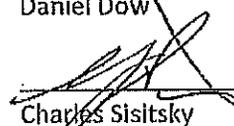
Local 1707, International Association of Firefighters, AFL-CIO


Daniel Hartwell

Deputy Fire Chiefs' Association

Daniel Dow

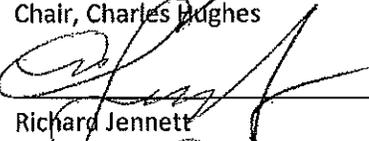
Retiree Representative


Charles Sisitsky

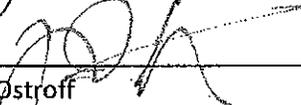
Board of Selectmen:



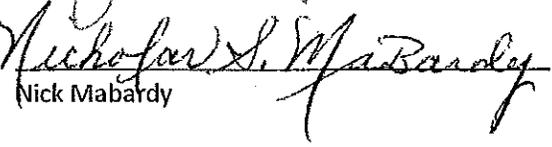
Chair, Charles Hughes



Richard Jennett



Josh Ostroff



Nick Mabardy

John Connolly