

**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, 2018 through June 30, 2021**

## 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- Bulletin Boards and Email.....	9
Section 3. Bulletin Boards.....	11
Section 4. The Use of E-mail.....	11
ARTICLE VI – GRIEVANCE PROCEDURE .....	11
Section 1. Definition of a Grievance .....	11
Section 2. Union Requirement.....	11
Section 3. Grievance Procedure .....	11
Section 4. Waiver of Grievance – Time Limits .....	12
Section 5. Extensions-Time Limits.....	12
ARTICLE VII- ARBITRATION .....	12
Section 1. Submission to Arbitration – Time Limits .....	12
Section 2. Selection of an Arbitrator .....	12
Section 3. Authority of the Arbitrator .....	12
Section 4. Decision of the Arbitrator.....	12
Section 5. Time Extensions .....	12
Section 6. Excluded Subjects .....	12
ARTICLE VIII – MANAGEMENT – UNION COMMITTEE .....	13
Section 1. Management-Union Committee on Employee Relations .....	13
Section 2. Pay Allowance-Union Members .....	13
ARTICLE IX – SENIORITY AND REDUCTION IN WORKFORCE .....	13
Section 1. Seniority .....	13
Section 2. Reduction in Workforce.....	14

Section 3. Employee Recall.....	14
<b>ARTICLE X- JOB DESCRIPTIONS AND BENEFITS ELIGIBILITY .....</b>	<b>15</b>
Section 1. Review of Job Descriptions .....	15
Section 2. Qualifications and Training .....	15
Section 3. Time Period.....	15
Section 4. Benefits Entitlements.....	15
Section 5. Temporary Service in Higher Classification .....	16
Section 6. Rate After Promotion .....	16
<b>ARTICLE XI – JOB POSTING AND BIDDING .....</b>	<b>16</b>
Section 1. Posting Vacancy .....	16
Section 2. Definition – Vacancy.....	16
Section 3. Preference – Library Employees First Interviewed .....	16
Section 4. Bid for Non-union Positions .....	17
Section 5. Selection of Employee .....	17
Section 6. Probationary Period.....	17
Section 7. Bid for Lower Rated Position.....	17
<b>ARTICLE XII- HOURS OF WORK AND COMPENSATORY TIME .....</b>	<b>17</b>
Section 1. Work Week Definition .....	17
Section 2. Sunday Hours .....	18
Section 3. Summer Saturdays .....	18
Section 4. Overtime and Compensatory Time .....	18
Section 5 . Part-time Work Beyond Scheduled Hours .....	19
Section 6 . Overtime Scheduling .....	19
Section 7. Meal Periods – F/T & P/T .....	19
Section 8. Rest Periods .....	19
<b>ARTICLE XIII - LONGEVITY .....</b>	<b>19</b>
<b>ARTICLE XIV – PAID HOLIDAYS .....</b>	<b>20</b>
Section 1. Paid Holidays .....	20
Section 2. Holiday Pay Rate.....	20
Section 3. Holidays/Full-time Employees.....	20
Section 4. Holidays/Part-time Employees .....	20
<b>ARTICLE XV- VACATION LEAVE .....</b>	<b>21</b>
Section 1. Vacation Allowance.....	21
Section 2. Timing of Vacations .....	21
Section 3. Purpose of Vacations.....	21
Section 4. Vacation Day Defined.....	22
Section 5. 20 Years Service Vacation Entitlement .....	22
Section 6. LOA Effect of Vacation Leave .....	22
Section 7. Vacation Year to Year Carry Over.....	22
Section 8. Definition of Week.....	22
<b>ARTICLE XVI- SICK LEAVE .....</b>	<b>22</b>
Section 1. Sick Leave Allowance.....	22
Section 2. Reasons for Granting Sick Leave .....	23
Section 3. Notification of Illness.....	23

Section 4. Physician's Statements .....	23
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 .....	24
Section 9. Sick Leave Buy Back .....	24
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 .....	25
Section 4. Additional Time .....	25
ARTICLE XIX- MATERNITY/PATERNITY LEAVE .....	25
Section 1. Maternity/Paternity Leave Allowance .....	25
ARTICLE XX – MILITARY SERVICE .....	25
Section 1. Military Leave .....	25
Section 2. Compensation .....	25
Section 3. Reinstatement .....	25
ARTICLE XXI – JURY DUTY .....	26
Section 1. Compensation for Jury Duty .....	26
Section 2. Certificate of Attendance .....	26
ARTICLE XXII – LEAVE OF ABSENCE .....	26
Section 1. Personal Leave of Absence .....	26
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 .....	27
Section 3. Disability and Dental Insurance .....	27
ARTICLE XXIV – WORKERS' COMPENSATION .....	27
Section 1. Work-Related Injury Leave .....	27
Section 2. Sick Leave/ "Pending Period" .....	27
Section 3. Sick Leave/Workers' Compensation Interaction .....	27
ARTICLE XXV- FAMILY AND MEDICAL LEAVE .....	28
Section 1. Leave of Absence in Accordance with the Family Medical Act .....	28
Section 2. Medical Certificate/Statement .....	28
Section 3. Use of Sick, Personal, and Vacation Time .....	28
Section 4. Health Insurance Benefits .....	28
ARTICLE XXVI – EMPLOYEE PERFORMANCE EVALUATIONS .....	28
Section 1. Performance Evaluations .....	28
ARTICLE XXVII- PROFESSIONAL EXCUSED TIME & TRAVEL ALLOWANCE .....	29
Section 1. Workshops and Conferences .....	29
Section 2. Travel Allowance .....	29

ARTICLE XXVIII – RATES OF PAY .....	29
Section 1. Anniversary Dates for Step Increases .....	30
ARTICLE XXIX- WORKING CONDITIONS .....	30
Section 1. Working Conditions in Building.....	30
Section 2. Temperature in Building.....	30
Section 3. Working in Building Alone .....	30
Section 4. Sexual Harassment.....	30
Section 5. Hostile Work Environment .....	30
Section 6. Inclement Weather.....	30
ARTICLE XXX – SCOPE OF AGREEMENT.....	31
ARTICLE XXXI – CHANGES OR AMENDMENTS .....	31
ARTICLE XXXII - SEVERABILITY .....	31
ARTICLE XXXIII - MISCELLANEOUS .....	31
Section 1. Local Blood Banks .....	31
Section 2. LIUNA Annuity.....	31
Section 3. Education Reimbursement .....	32
Section 4. Trustee Meeting Attendance.....	32

## **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.

All issued discipline 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  
BULLETIN BOARDS AND E-MAIL**

**Article V UNION MEMBERSHIP, DUES, AND INITIATION FEES**

As sole collective bargaining agent for the employees described above, the Union agrees to offer Union membership to all persons covered by this Agreement upon a tender by any such persons of such uniform and non-excessive dues and initiation fees as are required by the Union. Continued membership in the Union shall be subject to such rules and regulations, by-laws, and constitutions as are uniformly applied by the Union to

all its members. Upon receipt by the Town of Natick of a signed voluntary authorization by an employee, the Town of Natick agrees to deduct the initiation fee (if any) and monthly Union membership dues from the wages of said employee and remit the aggregate amount to the treasurer of the Union along with a list of employees from whose pay said dues have been deducted.

Such remittance shall be made by the tenth (10th) of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Town Administrator or his/her designee. Said revocation shall take effect sixty (60) days after the receipt thereof by the Town Administrator or his/her designee. The Town of Natick shall send a copy of the revocation to the Union.

The following authorization of dues form shall be used for Union dues and initiation fees:

**AUTHORIZATION FOR PAYROLL DEDUCTION**

By \_\_\_\_\_  
Last Name First Name Middle Name

To \_\_\_\_\_  
Employer Department

Effective Date \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings the Union membership and initiation fee (if applicable) and, once each month, an amount established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

This authorization shall continue for a period of one year from the date hereof, or until the termination of this Agreement (whichever occurs first), and shall be automatically renewed for successive periods of one year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

The Union shall notify the Town Administrator or his/her designee by certified mail of any change in the sum of money to be deducted as dues pursuant to the authorization hereunder,

which amount the Town of Natick shall begin to deduct thirty (30) days after receipt of the notification. The union agrees to hold the Town of Natick harmless from any liability arising from the operation of this article.

**Section 1. Bulletin Boards**

The Library shall provide Bulletin Board space for Union announcements.

**Section 2. 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 December 31, 2019.

### **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.

**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 posting 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 Director or his/her designee, excluding Sundays and Thanksgiving Saturday. 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.

<b>Years of Service</b>	
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. 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.

**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 two (2) hour 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 prorated 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.

All 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 ten (10) 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.

**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 1<sup>st</sup> of each year. Said days must be used by June 30<sup>th</sup> 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, step children, parents of employee, parents of spouse, grandparents, grandchildren, brother/sister of the employee 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 brother-in-law, sister-in-law, or any household member not otherwise provided for.



**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 or a person with whom the employee shares parenthood and/or custody of a child.

**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, 2018 through June 30, 2021.

**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, 2018: Two Percent (2%)
- Effective July 1, 2019: Three Percent (3%)
- Effective July 1, 2020: One Percent (1%)

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 on any floor 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 to 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 for job-related courses approved in advance by the Library Director and for which the employee receives a final average of "B" or better. 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 twelve (12) consecutive months.

Employees must complete and submit a request for Education Reimbursement form to the Library Director before registering for each course/workshop. Courses must be directly related to the employee's field of work or required for a college degree in the 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-rates basis, using the average number of hours worked in the previous fiscal year.

Workshops and conferences for which no grade is given shall also be eligible for educational reimbursement. Workshops and conferences that are audited shall not be eligible for education reimbursement. Workshop/conference reimbursement shall be available to employees after the probationary period. This fund covers only the tuition, workshop/conference fees, and membership fees.

Upon completion of the course/workshop/conference, the employee must submit a summary of what they have learned and share it with their colleagues at the library. In this way, the education benefit is truly shared by the entire library".

**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, 2018 to June 30, 2021.



TOWN OF NATICK

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

*[Handwritten signature]*

*[Handwritten signature]* *[Handwritten signature]* *[Handwritten initials]*

*[Handwritten signature]*

*[Handwritten signature]*

Dated: \_\_\_\_\_

Dated: 5/6/2020

Approved as to Form:

\_\_\_\_\_  
Labor Counsel

Dated: \_\_\_\_\_