

COLLECTIVE BARGAINING
AGREEMENT



TOWN OF WINTHROP
AND
WINTHROP LIBRARY STAFF ASSOCIATION
M.S.L.A

JULY 1, 2005 THROUGH JUNE 30, 2008

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TOWN OF WINTHROP
AND
WINTHROP LIBRARY STAFF ASSOCIATION

PREAMBLE

This Agreement is entered into this 16th day of June 2006, by the Town of Winthrop, Massachusetts (hereinafter referred to as the “Employer”) and the Winthrop Library Staff Association, Massachusetts Library Staff Association (hereinafter referred to as the “Union”).

**ARTICLE 01
INTENT AND PURPOSE**

The general intent and purpose of this Agreement is in the mutual interest of the Town and the Union to provide quality library services for the citizens of the Town of Winthrop and efficient utilization of resources.

By the consummation of this Agreement the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union: to formulate work rules to govern the relationship; to insure the uninterrupted operation of library services; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; and, to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the library services in the Town of Winthrop. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain complete authority over the policies and administration of the department, which it exercises under law, except as expressly modified by a specific provision of this Agreement.

**ARTICLE 02
RECOGNITION**

Section 02.1 Subject to any applicable provision of state or federal law, or regulation now or hereafter in effect, the Employer recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours and terms and conditions of employment for all employees both permanent full time and permanent part-time of the Town of Winthrop in the Public Library, excluding the Director of the Library, Custodians, all seasonal and/or casual employees, and all other employees of the Town of Winthrop.

Section 02.2 The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such groups for the purpose of undermining the Union or changing any condition contained in this Agreement.

**ARTICLE 03
RIGHTS OF THE EMPLOYER**

Section 03.1: In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Winthrop in the Town Manager as the Employer, the Board of Trustees, and the Director for the efficient and economical operation of municipal services in general and the Library specifically, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and Director retain all rights and powers that they have or may hereafter be granted by law in managing the said Library and directing the working force and may exercise the same at their discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

Said rights and powers include but are in no way to be construed as limited to: the establishment of rules and regulations; the right to determine the extent to which work will be performed by members of the bargaining unit; the right to hire, fire, suspend, demote or discipline for just cause; to classify, promote, transfer permanently or temporarily; to determine hours for and the number of employees required at any location; to determine the qualifications and competence

of; to evaluate the performance of; to assign any added, lessened or differed work or responsibility to; to set standards and requirements applicable to the eligibility for any in-step wage increases for; to make any pay deduction because of absence or failure to perform work by any employee covered by this Agreement; and to introduce new or to change existing operational methods.

The above rights are the prerogatives of the Employer subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE 04 PAST PRACTICE - ENTIRE AGREEMENT
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This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only.

No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the parties shall be under no obligation to discuss any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives. All rules and regulations of the Personnel Board dealing with employees which are not in direct conflict with specific provisions of this Agreement are incorporated herein by reference. Copies of such rules and subsequent amendments thereto will be provided to the Union when printed.

ARTICLE 05 CONTINUITY OF EMPLOYMENT
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Section 05.1: The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sitdown, slowdown, withholding of services, or any other direct or indirect interference, concerted or otherwise, with the Employer's operations. The Employer agrees not to conduct a lockout.

Section 05.2: The Employer may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedure hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct. Notwithstanding the foregoing, the parties agree that the Massachusetts Labor Relations Commission has jurisdiction under M.G.L. c. 150E over any strike or prohibited practice set forth above.

Section 05.3: The Employer also retains the right to recover from the Union or any officers, agents or members thereof, either through legal procedures as provided by law, or through the grievance and arbitration procedures established by this Agreement, or both, such damages as it may suffer by reason of violation of this Article except that no person (including the Union) shall be liable if he did not engage in, induce or encourage activity in violation of Section 1, and such persons take all lawful steps reasonably within their power to have such activity terminated.

The Union retains similar rights against the Town in the event of an illegal lockout by the Employer.

ARTICLE 06 NON-DISCRIMINATION
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Section 06.1: There shall be no discrimination, interference, restraint or coercion by the Employer or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 06.2: The-Union agrees to represent all employees covered in this Union without regard to membership or participation in, or association with the activities of the Union, or any other

employee organization, and continue to admit said persons to membership without qualification, other than the payment of periodic dues or initiation fees regularly required by the Union. There shall be no discrimination by either party against any employee because of race, creed, religion, color, sex, age, or where said employee is a qualified handicapped individual.

ARTICLE 07 UNION ACTIVITY ON DEPARTMENT PROPERTY

Section 07.1: Unless otherwise provided by this Article, the internal business of the Union including but not limited to soliciting membership, collecting dues, campaigning for officers, electing officers will be conducted during non-library and non-working hours.

Section 07.2: Upon reasonable notice to the Director, the Union will be permitted to use the Library premises for regular business meetings. Except as to said regular business meetings and to the extent expressly permitting in Article 8 or except as expressly approved by the Director, no members of the Union shall conduct Union business on Library property.

Section 07.3: The Director will designate a space in which the Union may erect a bulletin board. The purpose of the board will be for posting of appropriate material and notices by the Employer or the Union.

Section 07.4: The Union shall furnish the Employer with a written list of Union stewards and other representatives immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.

Section 07.5: The Union steward shall be granted a reasonable amount of time during working hours, without loss of pay, to investigate and settle grievances, and conduct other urgent union business upon due notice to the Director.

ARTICLE 08 DUES DEDUCTION
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The Employer accepts the provisions of Section 12 of Chapter 150E of the General Laws and Sections 17A and 17G of Chapter 180 of the General Laws as these sections apply to dues deductions and agency service fee provisions.

The Employer agrees that in accordance with the above provision it will deduct membership dues or agency fees from the wages of any employee in the unit who has voluntarily submitted a written authorization in the form set forth below.

The dues shall be deducted weekly from the employee's paycheck.

The amount so deducted, together with a list of the employees from whose wages such amounts have been deducted, will be remitted in accordance with such authorization, provided that the Employer may cease making such deduction at any time on behalf of an employee upon receipt of sixty (60) days' notice by the Director of a revocation of the authorization from the employee.

The Employer will incur no liability for loss of dues monies after depositing same, properly addressed, to the Union in the United States mail.

The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs of the Employer arising out of the acceptance of the above sections of the General Laws or any liability which results from remitting any monies deducted to the Union. (See Sample form, Attachment B)

<p>ARTICLE 09 DEFINITION OF PERMANENT FULL-TIME AND PART-TIME EMPLOYEES; PROBATIONARY PERIOD</p>
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Section 09.1: For the purpose of this Agreement the term permanent full-time employees means those employees who have satisfactorily completed 6 months of service in a position covered by this Agreement and who are scheduled to work thirty-five (35) hours a week.

Permanent part-time employees means those employees who have satisfactorily completed 6 months of service in a position covered by this Agreement and who are scheduled to work an average of at least 21 hours or more per week, but less than thirty-five (35) hours per week.

Section 09.2: Any newly hired employee shall be deemed to be on probation for a period of 6 months from the date of his/her most recent hire. A probationary employee may be discharged in the sole discretion of the Director, and the discharge of such a probationary employee may not be made the subject matter of the grievance or arbitration provisions of this Agreement either by the employee or employees affected or by the Union.

Section 09.3: The following positions are designated as professional positions pursuant to M.G.L. c. 150E: Children’s Librarian; Technical Services Librarian; Circulation Librarian; Administrative Assistant ; General Assistant Librarian.

ARTICLE 10 SENIORITY

The length of service of the employee in the Winthrop Public Library from date of initial employment, less any time off the payroll, shall define the employee’s seniority. Employees re-employed shall receive credit for previous service after five additional years of employment.

ARTICLE 11 HOURS OF WORK AND OVERTIME
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Section 11.1: This Article is intended to provide the basis for the calculation of overtime pay for permanent full-time employees when such overtime is authorized and pre-approved by the Director and shall not be construed as limiting or determining the day or hour on which any particular employee shall begin or end, or as a restriction on the Director’s right to require work in excess of any specified periods.

Section 11.2: The work week shall begin on Monday and continue for seven (7) consecutive days, except for the summer schedule which may differ at the discretion of the Board of Trustees. The regular hours for each day shall be consecutive, except for interruptions for lunch periods. The normal work week is thirty-five (35) hours per week with two (2) days off, said days off not necessarily consecutive. Time actually worked in excess of forty (40) hours per week or on Sunday, unless the employee is working on a continuous operation, shall be considered as overtime and shall be paid at the rate of time and one-half (1-1/2) the employee’s

regular hourly rate. Time worked in excess of 35 hours but less than 40 hours per week will be paid at straight time. At the Director's discretion, compensatory time calculated on the basis of straight time, may be for time worked in excess of 35 hours per week, but less than 40 hours per week. The use by an employee of compensatory time previously granted must be approved by the Director. The decision of the Director regarding the granting or use of compensatory time is not subject to either the grievance or arbitration provisions of this Agreement.

Section 11.3: Employees covered by this Agreement will be granted a one (1) hour lunch period without pay which will be scheduled by the Director.

Section 11.4: Overtime shall be equally and impartially distributed among personnel in each department who ordinarily perform such related work in the normal course of their work week. All overtime hours must be authorized and pre-approved by the Director or her authorized designee. Failure to obtain such authorization and pre-approval may be grounds for discipline.

Section 11.5: All compensated time, including but not limited to holidays and sick leave paid for but not worked, shall be computed as time worked for purposes of computing overtime.

Section 11.6: To meet staffing needs, the Director may increase the weekly hours of part-time coverage when staff is effected by sick time, vacations, or other scheduling needs.

ARTICLE 12 VACANCIES AND TRANSFERS

In filling vacancies within the unit, the senior most qualified applicant will fill newly created or open positions, with the qualifications to be determined by the Employer. Notices of all such vacancies will be posted upon the Union bulletin board for five (5) days, after which time said notice shall be advertised outside the unit, for which members of the Union still may apply. Said notice shall include a general job description and salary range. Said notices will contain the date by which applications for such positions or transfers must be submitted. It is recognized that the final decision as to whether an individual will be so transferred must rest with the Employer.

If the Union contends that the decision of the Employer is arbitrary or discriminatory and bears no valid relationship to the efficiency of the department, it may seek and obtain relief through the grievance procedure, with the burden of proof on the Union to prove that said decision was arbitrary or discriminatory and not in the best interest of the department.

**ARTICLE 13
VOLUNTEERS**

The employer reserves the right to utilize volunteers to supplement existing library functions. Volunteers may perform only those support activities which are assigned by the Director or a departmental supervisor with the approval of the Director.

**ARTICLE 14
PERSONNEL FILES**

Section 14.1: Employees shall have the right to review and copy the contents of their personnel file, upon written request to the Director and during regular library hours. An employee will have the right to have a representative of the Union accompany him/her during such review.

Section 14.2: No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee will acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Director and attached to the file copy.

**ARTICLE 15
GRIEVANCE PROCEDURE**

Section 15.1: For purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 15.2: A grievance must be presented within three (3) working days of the time of the occurrence of the alleged contract violation or within three (3) working days from the time the

employee should have reasonably acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

- (1) Step 1. The employee, with a steward or representative if s/he so desires, shall take up the grievance or dispute in writing to the Director within three (3) working days of the occurrence giving rise to the grievance. The Director shall attempt to adjust the matter and shall respond in writing within three (3) working days. If the grievance is not satisfactorily settled at this step it may be:

- (2) Step 2. Appealed in writing within five (5) working days after receipt of the written answer of the Director by the employee to the Library Board of Trustees. The Trustees or its designee shall meet to discuss the grievance as promptly as possible at a time designated by the Chairman of the Trustees. The parties will cooperate in good faith to schedule such meeting at a mutually convenient time. The Trustees or its Chairman will give its written answer to the grievance within ten (10) working days following the conclusion of the meeting. If an unsatisfactory settlement of the grievance is made, it may be:

- (3) Step 3. Appealed in writing within five (5) workings days after receipt of the written answer of the Trustees by the employee to the Town Manager. The Town Manager and/Council and/or an authorized representative of the Union, shall meet to discuss the grievance as promptly as possible at a time designated by the Town Manager. If any person or persons are to represent or appear with the employee at this meeting, Town Manager will be informed in writing at least three (3) days before the meeting of the identity, titles and presence of all witnesses or legal counsel. The Town Manager shall elect whether this discussion shall take place during working hours or not. The Town Manager will give his/her written answer to the grievance within ten (10) working days following the conclusion of the meeting. Both the Trustees and the Town Manager appoint a designee under this Article, it shall not be the same person for both steps. If the grievance is not satisfactorily settled at this step, it may be:

(4) Step 4. Appealed to arbitration by written notice of such intention to appeal within ten (10) working days after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 9.

Section 15.3: A grievance not initiated within the time specified shall be deemed waived. Failure of either party to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Employer to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

At Step 2 or above, the Union will be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provisions of this Agreement.

Section 4: No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation.

ARTICLE 16 ARBITRATION

Section 16.1: In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and shall be governed by the following procedure:

Upon mutual agreement of the parties, either the American Arbitration Association or the State Board of Conciliation and Arbitration may be used for arbitration purposes. However, in the absence of mutual agreement, then the American Arbitration Association shall be used.

The arbitrator is to be mutually selected by the Town Manager and the Union. If the Board of Selectmen and the Union cannot agree within seven (7) working days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) working days thereafter, upon written notice to the other, request the American

Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules.

Section 16.2: Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the arbitrator and the American Arbitration Association or the State Board of Conciliation and Arbitration shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party and the arbitrator “at cost”.

Section 16.3: Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties have agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

Section 16.4: Subject to the limitations in Section 3, the decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected thereby. In the case of arbitration involving disciplinary actions, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job and/or award of full or partial restoration of all compensation or privileges as the arbitrator deems warranted should the arbitrator find the Employer acted in an arbitrary or discriminatory manner.

Section 16.5: The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

**ARTICLE 17
DISCIPLINE**

Section 17.1: The Union recognizes the authority and responsibility of the Director and/or the Library Board of Trustees for reprimanding or disciplining an employee for delinquency of performance. The above language shall not prevent, or in any way effect, the Board of Selectmen from exercising it authority under the Grievance and Arbitration provisions of this Agreement or from upholding or otherwise enforcing a disciplinary action taken by the Director or the Board of Trustees as part of the grievance process.

Section 17.2: No permanent employee will be disciplined, reprimanded, reduced in rank, or compensation or deprived of any wage increase or increment without just cause.

Section 17.3: Employees shall have the right to have a Union representative present at any disciplinary action.

**ARTICLE 18
HOLIDAYS**

Section 18.1: All permanent full-time employees covered by this Agreement will be paid seven (7) hours pay at regular straight time wages for the following holidays whenever they fall on a regular work day, or the day following when any of said days occur on Sunday.

New Year's Day	Independence Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Labor Day
Evacuation Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Bunker Hill Day	

One-half (1/2) holiday will also be celebrated on Good Friday and the regular workday before Christmas. On all such days all permanent full-time employees otherwise eligible for holiday pay will receive seven (7) hours pay for four (4) hours worked on such day.

One ½ holiday will also be celebrated on the day before Thanksgiving. Employees shall receive an additional ½ holiday to be used prior to June 30th, at a time approved by the Director.

If New Year's Eve, December 31, falls on a day when the Library is scheduled to be open for evening hours, the Library will close at 6 p.m. All employees will be paid for the number of hours actually worked on such day.

In order to be eligible for payment for a holiday listed above, the employee must have worked his full regularly scheduled shift on the work day immediately preceding and his full regularly scheduled shift on the work day immediately following such holiday. Absence on one or both of these days shall not affect eligibility for holiday pay if such absence is proved to the satisfaction of the Employer to be due to illness. In the case of absence on both of these days, the employee shall submit a doctor's certificate as proof of illness.

Any employee who is eligible for overtime and is required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half (1-1/2) times his regular rate of pay for all hours worked.

In the event a holiday falls on a scheduled workday during the employee's vacation period, he will receive an additional vacation day.

Section 18.2: All part-time employees who have completed one year of service and who are regularly scheduled to work on a day on which a holiday falls, shall be eligible for a pro-rated portion of such paid holiday.

ARTICLE 19 VACATIONS

Section 19.1: Vacation days shall be provided to permanent full-time employees based on length of service with the Town and the employee's scheduled work days per week. The vacation year shall begin on July 1 and continue through June 30 of the following year. Employees accumulate vacation days as follows:

- (A) Employees who have been on the payroll continuously for a period of one (1) year but less than five (5) years as of their anniversary date, shall be entitled to one day per month to a maximum of 10 days per year vacation with pay.
- (B) Employees who have been on the payroll continuously for a period of five (5) years but less than thirteen (13) years as of their anniversary date, shall be entitled to one and one-half days per month to a maximum of 15 days per year vacation with pay.
- (C) Employees who have been on the payroll continuously for a period of thirteen (13) years but less than twenty (20) years as of their anniversary date, shall be entitled to two days per month to a maximum of twenty days per year vacation with pay.
- (D) Employees who have been on the payroll continuously for a period of twenty (20) years as of their anniversary date, will receive two and one-half days per month to a maximum of five (5) weeks vacation with pay.

Section 19.2: Vacation periods are to be scheduled by the Director. Requests for vacation to be taken during the months of June, July and August must be submitted to the Director by May 1. Requests for vacation to be taken during all other months must be submitted to the Director at least six (6) weeks in advance. First consideration shall be given to the length of service of the employees subject however, to the needs of the department.

Section 19.3: Vacation leave may not be accumulated from one vacation year to another and salary shall not be paid in lieu of vacations except in cases of emergency and with prior approval of the Personnel Board and with the concurrence of the Director.

Section 19.4: Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1 of the contract year and his/her scheduled vacation date shall receive the vacation pay due to him/her for that year, provided that if employment is terminated by resignation, written notice must be received by the Director at least two (2) weeks prior to the employee's last day of work. Terminating employees shall receive vacation pay for day(s) earned

in his or her final month of work if he or she works through the last working day of the month. Upon the death of an employee entitled to a vacation allowance, vacation shall be paid to the person or persons to whom his/her salary is payable.

Section 19.5: If an employee returns to the service of the Town of Winthrop and his/her period of service with the Town has been interrupted for reason other than service in the armed forces, then after five (5) years of continuous, full-time service, the amount of service prior to the interruption of his/her work for the Town shall be added to the five (5) or more years of current full-time service to give total service for purposes of computing “continuous service for vacation allowances.

Section 19.6: All permanent part-time employees working more than 18 hours per week or more shall be eligible for vacation on the basis set forth above pro-rated to their hours of work.

<p>ARTICLE 20 MILITARY SERVICE</p>
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Section 20.1: The Union and Employer agree to observe and comply with all applicable state and federal laws, executive orders and rules and regulations concerning the re-employment of employees who go into the armed services or forces of the United States.

Section 20.2: Permanent full-time employees with one (1) or more years of continuous employment prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in military forces of the United States or the Commonwealth, shall be paid an amount equal to the difference between the compensation for a normal working period of two (2) weeks and the amount paid for military training, if such pay is less than their department pay. In computing the difference of pay, the department pay will be based upon the employee’s basic hourly rate for scheduled hours of work up to a maximum of eight (8) hours of a work per day and forty (40) hours in a payroll week. Training pay is computed to include compensation received, except travel allowance.

Section 20.3 All permanent part-time employees working more than 21 hours per week will be eligible for compensation as set forth at Section 2 above, provided that said compensation shall be computed based upon the permanent part-time employee's basic hourly rate for his/her regularly scheduled work week.

**ARTICLE 21
JURY DUTY**

In the event that any employee covered by this Agreement is required to perform and does perform jury service, and in the event the total weekly earnings of the employee, including compensation for work performed for the Town of Winthrop and compensation for such jury service is less than his/her regular compensation for a thirty—five (35) hour work week, the Employer agrees to pay to the employee the difference between his/her actual weekly earnings and what s/he would have earned if s/he had performed the usual work for the Town.

As a condition of receiving such payment, the employee agrees that if during jury service s/he is discharged for the day during regular working hours, s/he will report to his/her department supervisor for such work as may be assigned. If an employee is scheduled to work an evening shift and is discharged from jury duty, said employee shall exercise professional judgement as to whether dismissal from jury duty allows said employee sufficient time to report to work.

An employee performing such jury service who desires the benefit of this Article shall be required to present weekly to his/her department head a copy of the jury duty notice and a certificate signed by the clerk of court or other proof reasonably satisfactory to the Employer as to the time spent by the employee in such jury service during the week and the amount of compensation received therefor.

If an employee is assigned to report to jury duty on a scheduled day of from work and unilaterally changes such jury duty to a scheduled work day without the consent of the Director, said employee shall not be entitled to compensation as outlined in the above provisions.

**ARTICLE 22
BEREAVEMENT LEAVE**

Section 22.1: Any permanent full-time employee covered by this Agreement is entitled to a leave of absence without loss of pay of up to three (3) consecutive days ending on the first working day following the date of the funeral in case of death in the immediate family. However, if the fourth consecutive working day occurs on the day after a scheduled day off, then the employee is not entitled to the fourth consecutive working day as a day of f with pay.

The term “immediate family” shall include the employee’s spouse, domestic partner, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. The term “domestic partner” means two persons who meet the following criteria and jointly file a registration statement proclaiming that:

- a. They are in a relationship of mutual support, caring and commitment and intend to remain in such a relationship; and,
- b. They reside together; and,
- c. They are not married; and,
- d. They are not related by blood closer than would bar marriage in the Commonwealth of Massachusetts; and,
- e. They are each other’s sole domestic partner; and,
- f. They are competent to contract; and,
- g. They consider themselves to be a family.

Section 22.2: An absence of one (1) day may be granted for attending the funeral only for other members of the employee’s family, including but not limited to, the employee’s brother-in-law, sister-in-law, aunt or uncle.

Section 22.3: The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

Section 22.4: Any absence authorized under this Article shall not be deducted from sick leave.

Section 22.5: Effective April 22, 1996, all part-time employees shall be entitled to a leave of absence without loss of pay to attend the funeral of a spouse, domestic partner, or child, if such

funeral falls on a day that said employee is regularly scheduled to work. After three (3) years of service, all part-time employees shall be eligible for bereavement leave as set forth above prorated to their regular hours of work.

**ARTICLE 23
PERSONAL LEAVE**

All permanent full-time employees shall be eligible for two (2) days of leave which may be taken during any calendar year for imperative personal business which could not be effectively conducted outside of work hours. Notice and the nature of such leave must be made in writing to the Director as soon as possible and not less than twenty-four (24) hours before the absence occurs, whenever possible.

This leave shall not be requested so as to extend a holiday or vacation period. Approval of such leave shall not be unreasonably withheld. Any leave authorized under this Article shall not be deducted from sick leave.

**ARTICLE 24
MATERNITY/PATERNITY LEAVE**

Maternity/paternity leave will be provided to all non-probationary, full-time employees consistent with applicable state and federal laws. Notwithstanding the above, the employee must provide the Director with two weeks notice of the anticipated date of departure and intention to return.

**ARTICLE 25
SICK LEAVE**

Section 25.1: All permanent full-time employees will earn and accrue one (1) sick day each calendar month, and one additional day at the end of each year, up to thirteen (13) days a year.

Section 25.2: Unused sick leave will accumulate from year to year up to a maximum of one hundred and fifty (150) days as of the beginning of any calendar year. In addition, for each year of service with the Town of Winthrop an additional two (2) days per year will be accrued at the discretion of the Board of Selectmen, but will be drawn upon only after the base or initial accrual is used up.

Section 25.3 Sick leave with pay shall be granted to employees only when they are incapacitated by their own sickness or injury and not for that within their immediate family.

Section 25.4 Employees shall notify the Director on the first day of absence due to non-service connected sickness or injury stating the nature of sickness or injury, the time expected to be incapacitated and the date on which they expect to return to work. The decision as to whether sick pay will be given on the first day of absence will be entirely within the discretion of the Director and shall not be a grievance under Article 8, but may be appealed to the Personnel Board whose decision shall be final. In any event, if the employee is absent for two (2) days, payment shall commence by the second day.

All absences which exceed two (2) days will be checked by the Director. If a Doctor has been called in by the employee, the Director shall also check with the Doctor.

Absences for a period of three (3) days duration or more, or absences of two (2) days which occur more than twice in the calendar year, will be paid only upon submission of a Doctor's certificate satisfactory to the Director. If the Director determines it to be in the best interest of the Town, s/he shall have an independent doctor make an examination and report. The costs for such examination shall be borne by the Town.

Section 25.5: Employees whose services are terminated for any reason shall not be entitled to compensation in lieu of sick leave untaken.

Except on reinstatement after an approved leave of absence, no sick leave credit for prior employment will be allowed to any employee rehired after termination of service.

Sick leave earned following return to duty after a leave of absence without pay shall not be applied against such leave of absence.

Section 25.6: Sick leave credits will begin at once for a person starting work on the first working day of the calendar month; otherwise, credits will begin to accumulate on the first day of the month following employment and will accumulate for each calendar month thereafter.

Section 25.7: Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

Section 25.8: Any employee who is absent from work due to a work connected accident or disability and who is receiving workmen's compensation may, at his option turn in his compensation check and receive his regular weekly pay. If any employee exercises this option then a commensurate amount of sick leave shall be deducted from his accrued sick leave.

Section 25.9: Effective April 22, 1996, all part-time employees, excluding pages, who have completed one (1) year of service shall be eligible for six (6) paid sick days per fiscal year, pro-rated, based on the employee's regularly scheduled hours, regardless of the total number of hours per week worked. All part-time employees, excluding pages, who have completed three (3) years of service shall be eligible for twelve (12) paid sick days per fiscal year, pro-rated, based on the employee's regularly scheduled hours, regardless of the total number of hours per week worked. Said part-time employees may accrue up to a maximum of twenty-five (25) days. The provisions of Sections 3-4 shall apply. All permanent part time employees working more than 21 hours per week will be eligible for sick leave as set forth above at Sections 1-8, pro-rated to their hours of work.

ARTICLE 26 SICK LEAVE BUY BACK

In recognition of dedicated service to the Town, any employee who has worked for the Town for twenty years may obtain an increase in compensation in the final year by following the procedure set forth below.

Eligible employees who desire to participate in the program will notify the Director by November 1 of the calendar year prior to that in which they intend to retire. If such notice is submitted in writing by November 1, then at the commencement of the final calendar year all accumulated sick leave, except that which is to be credited monthly during the final year, shall be

wiped off the books and in lieu thereof the salary rate of the individual concerned will be increased as of January 1 by an amount equal to \$15 per day for each day of sick leave surrendered applied to the fifty-two week period of two thousand eighty hours. In the event the individual fails to retire immediately upon the conclusion of the calendar year for which the money is appropriated, unless prevented from doing so by death, the employee will agree in writing to pay the Town the differential between the earnings which s/he actually received under the provisions of this section and that which s/he would have received had s/he not submitted the intention to retire, such amount to be deducted from the final paycheck of the calendar year.

In the event the individual determines to retire at a time other than the end of the calendar year, the provisions of this section may be altered to provide such increase in pay for the final twelve month period of employment, provided that notice is given to the Director in sufficient time to make this appropriation for such increase.

Notwithstanding anything to the contrary, the maximum amount payable to eligible employees under the above provisions shall be a maximum of Two Thousand, Two Hundred and Fifty Dollars (\$2,250.00) (\$15.00 per day, maximum of 150 days).

ARTICLE 27 INSURANCE BENEFITS
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Section 27.1: For all permanent full-time employees, the Town agrees to maintain in effect no less than the present level of hospital, medical and life insurance benefits. The Town further agrees to pay not less than the present percentage portion of this premium and will deduct the employee's share from payroll checks for participating members on receipt of appropriate authorization.

Section 27.2: On the date of retirement, life insurance may be continued in the amount of Two Thousand (\$2,000) Dollars fully paid for by the retiree. For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his/her hospital, surgical and medical coverage under any conversion contract offered by Blue Cross/Blue Shield.

Section 27.3: All permanent part-time employees working at least 21 hours per week will be eligible for health insurance as set forth above.

**ARTICLE 28
HEALTH AND SAFETY**

The parties agree to abide by all regulations of the Department of Health of the Town of Winthrop, the Commonwealth of Massachusetts and of the Department of Public Safety.

In the absence of applicable state law or regulations, the decision to close the Library due to excessive heat, snow or other emergency shall be at the discretion of the Board of Trustees.

**ARTICLE 29
MISCELLANEOUS**

Section 29.1: Employees shall be reimbursed at the rate of thirty-one cents (\$0.31) per mile for driving expenses incurred performing Library functions approved by the Director at his/her discretion.

Section 29.2: The Town will provide a locked area within the library for the employees to use to keep their personal belongings. However, the Town does not bear any responsibility for stolen property.

**ARTICLE 30
LONGEVITY**

Section 30.1: Annual longevity payments will be made to qualified permanent full-time employees who have worked the required number of years as of July 1 of the fiscal year in which the payment is to be made.

Five (5) years service as of July 1	\$225.00
Ten (10) years service as of July 1	\$400.00
Fifteen (15) years service as of July 1	\$450.00
Twenty (20) years service as of July 1	\$500.00
Thirty (30) years of service as of July 1	\$550.00

Section 30.2: Permanent part-time employees shall be eligible for longevity payments as set forth above on a pro-rated basis.

Section 30.3: All other part-time employees shall be eligible for pro-rated longevity payments based on the following schedule:

After ten (10) years of consecutive service	\$400.00
After fifteen (15) years of consecutive service	\$450.00
After twenty (20) years of consecutive service	\$500.00

**ARTICLE 31
WAGES**

Section 31.1: The basic salary and classifications schedule for employees is as set forth in Attachment A, Schedule A.

Section 31.2: Effective July 1, 2007 the Town may implement a bi-weekly pay period.

Section 31.3: Effective July 1, 2006 the Children's Librarian's Position will be increased by \$2800.00.

**ARTICLE 32
SEVERABILITY AND SAVINGS**

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 33 DURATION

Section 33.1: Subject to Section 2 of this Article, this Agreement shall become effective July 1, 2005 and shall continue to be in effect up to and including June 30, 2008 and shall, thereafter, automatically renew itself for successive terms of one (1) year each unless sixty (60) days prior to December 31, 2007 or any December 31st thereafter either the Employer or the Union shall have given the other written notice of its desire to modify or terminate said Agreement.

Section 33.2: This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances and by-laws are approved at the annual Town Council.

IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands this 16th day of June 2006.

RICHARD WHITE, TOWN MANAGER
TOWN OF WINTHROP

WINTHROP LIBRARY STAFF
ASSOCIATION, MLSA

ATTACHMENT A

SCHEDULE A

WAGES

JOB CLASSIFICATION

L1 – General Assistant Librarian

L2 – Circulation Librarian

L3 – Technical Services Librarian

L4 – Children’s Librarian

PERMANENT FULL TIME EMPLOYEES’

WEEKLY WAGE SCHEDULE

Effective 7-1-2007 to 6-30-2008

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
L1	Annual	24,051.54	25,374.86	26,069.33	26,668.17	27,445.00	28,131.79
	Weekly	462.53	487.98	501.33	512.85	527.79	541.00
L2	Annual	26,064.44	27,368.93	27,702.54	28,533.11	29,311.33	30,043.20
	Weekly	501.24	526.33	532.74	548.71	563.68	577.75
L3	Annual	30,152.37	31,916.80	32,727.82	33,491.39	34,227.73	35,126.00
	Weekly	579.85	613.78	629.38	644.07	658.23	675.50
L4	Annual	32,240.65	34,092.33	34,943.83	35,742.99	36,519.82	37,433.44
	Weekly	620.01	655.62	672.00	687.37	702.30	719.87
PART TIME		11.30	11.91	12.54	13.17	13.44	13.77
PAGES		8.96	9.27				

Effective 7-1-2006 to 6-30-2007

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
L1	Annual	23,015.83	24,282.16	24,946.73	25,519.78	26,263.16	26,920.37
	Weekly	442.61	446.96	479.74	490.77	505.06	517.70
L2	Annual	24,942.05	26,190.36	26,509.61	27,304.41	28,049.12	28,749.47
	Weekly	479.65	503.66	509.80	525.08	539.41	552.87

L3	Annual	28,853.94	30,542.40	31,318.49	32,049.18	32,753.81	33,613.40
	Weekly	554.88	587.35	602.28	616.33	629.88	646.41
L4	Annual	30,852.30	32,624.24	33,439.07	34,203.82	34,947.20	35,821.47
	Weekly	593.31	627.39	643.06	657.77	672.06	688.97
PART TIME		10.81	11.39	12.00	12.60	12.86	13.17
PAGES		8.57	8.87				

Note: L2 Rate includes the Administrative Assistant pro-rated @ 19 hours per week.

Effective 7-1-2005to 6-30-2006

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
L1	Annual	22,130.61	23,348.24	23,987.24	24,538.25	25,253.04	25,884.97
	Weekly	425.59	449.00	461.29	471.89	485.64	497.79
L2	Annual	23,982.74	25,183.04	25,490.01	26,254.26	26,970.31	27,643.72
	Weekly	461.21	484.29	490.19	504.89	518.66	531.61
L3	Annual	27,744.18	29,367.69	30,113.93	30,816.51	31,494.05	32,320.58
	Weekly	533.54	564.76	579.11	592.63	605.65	621.55
L4	Annual	29,665.87	31,369.46	32,162.96	32,888.29	33,603.07	34,443.72
	Weekly	570.49	603.26	618.33	632.47	646.21	662.38
PART TIME		10.40	10.95	11.54	12.12	12.36	12.67
PAGES		8.24	8.53				

SECTION 1:

Upon initial employment, an employee shall be placed at Step 1 of the appropriate job classification on the weekly wage schedule.

Where a new employee holds a bachelor's or other higher education degree or comparable professional experience, the Director may, within his/her discretion, place such employee at Step 2 of the appropriate job classification. The decision whether to place a new employee at Step 1 or Step 2 is solely within the discretion of the Director and such decision is not subject to the grievance or arbitration provisions of this Agreement.

SECTION 2:

Employees shall be eligible for movement up the salary steps within their job classification on the basis of years of service and satisfactory performance within the Winthrop Public Library.

An employee shall not advance more than one Step on any given fiscal year. The denial of a step increase is not subject to the grievance or arbitration provisions of this Agreement.

ATTACHMENT B

SAMPLE FORM

AUTHORIZATION FOR PAYROLL DEDUCTION

By:

To: Town of Winthrop, Treasurer

Effective _____, I hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the Union.

This amount shall be paid to the Treasurer of Massachusetts Library Staff Association.

These deductions may be terminated by me by giving you a 60-day written notice in advance or upon termination of my employment.

Employee's Signature

Employee's Address