

**AGREEMENT**  
**BETWEEN**  
**TOWN OF STOUGHTON**  
**AND THE**  
**LIBRARY STAFF ASSOCIATION**  
**LOCAL 4928**  
**MLSA, MFT, AFT, AFL-CIO**

**EFFECTIVE JULY 1, 2019 - JUNE 30, 2022**

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	ii
PREAMBLE .....	3
ARTICLE 1 RECOGNITION .....	3
ARTICLE 2 UNION DUES AND AGENCY FEES .....	3
ARTICLE 3 NON-DISCRIMINATION .....	4
ARTICLE 4 GRIEVANCE PROCEDURE .....	4
ARTICLE 5 MANAGEMENT RIGHTS .....	6
ARTICLE 6 HOURS OF WORK .....	8
ARTICLE 7 OVERTIME .....	9
ARTICLE 8 WAGES .....	10
ARTICLE 9 LONGEVITY .....	11
ARTICLE 10 UNION BUSINESS .....	12
ARTICLE 11 VACATIONS .....	13
ARTICLE 12 HOLIDAYS .....	16
ARTICLE 13 PERSONAL DAY .....	17
ARTICLE 14 SICK LEAVE .....	17
ARTICLE 15 FAMILY LEAVE .....	20
ARTICLE 16 MILITARY LEAVE .....	20
ARTICLE 17 BEREAVEMENT LEAVE .....	21
ARTICLE 18 JURY DUTY AND COURT DUTY .....	21
ARTICLE 19 INJURY LEAVE .....	22
ARTICLE 20 ABSENCE WITHOUT LEAVE AND LEAVES OF ABSENCE .....	22
ARTICLE 21 FILLING OF VACANCIES .....	23
ARTICLE 22 HEALTH AND LIFE INSURANCE .....	23
ARTICLE 23 SEVERABILITY .....	23
ARTICLE 24 OFFICE CONDITIONS .....	24
ARTICLE 25 FOUL WEATHER GEAR .....	24
ARTICLE 26 MISCELLANEOUS .....	24
ARTICLE 27 TOOLS, MATERIAL, AND EQUIPMENT .....	25
ARTICLE 28 TUITION REIMBURSEMENT .....	26
ARTICLE 29 NO STRIKE AGREEMENT .....	26
ARTICLE 30 REDUCTION IN FORCE .....	27
ARTICLE 31 DURATION OF THIS AGREEMENT .....	28

## **PREAMBLE**

This Agreement entered into by the Town of Stoughton, hereinafter referred to as the Employer and the Stoughton Library Staff Association affiliated with the Massachusetts Library Staff Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations; peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time and regular part-time employees of the Town of Stoughton Public Library, including employees who work twenty hours or more in the titles of Library Aide, Outreach Coordinator, Literacy Coordinator Assistant, Literacy Coordinator, Library Assistant 1, Library Assistant 2, Assistant to the Library Director, PT Preschool Coordinator, Librarian 1 and Librarian 2, and excluding the Director of the Library, the Assistant Director of the Library, custodian/maintenance craftsman, and pages.

1.1 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. Any matter not specifically covered by this agreement is not a part of this Agreement unless it is covered by the Personnel by-laws that the parties agreed to effective July 1, 2013 or by statute or rules and regulation. If the Personnel by-laws provides for a better benefit than the collective bargaining agreement, the by-laws would apply.

## **ARTICLE 2**

### **UNION DUES AND AGENCY FEES**

2.1 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of dues, and presents it to

the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended.

2.2 Notwithstanding any other provision herein, an agency fee shall not be deducted from any employee's wages until he or she authorizes such deduction in writing, and until the Union certifies in writing to the Employer that it is in compliance with statutory and regulatory requirements in connection therewith.

2.3 In the event that legal action is taken by any member of the Union or any third party against the Town as a result of the implementation of the provisions of this Article, the Union agrees to hold the Town harmless and indemnify the Town for all expenses, judgments or allowances incurred or entered against it in defense of, or as a result of such action.

### **ARTICLE 3 NON-DISCRIMINATION**

3.1 There shall be no discrimination by either party to this Agreement against any employee because of race, creed, color, sex or age or because of activity or membership in the collective bargaining unit. The parties further agree that there will be no discrimination against any employee for adherence to any provision of this collective bargaining agreement, or membership or non-membership in the Union.

3.2 The Public Library Employees retain the right to membership on any committee established to review job classifications.

3.3 Any job descriptions utilized by management shall be made available to all employees.

### **ARTICLE 4 GRIEVANCE PROCEDURE**

For the purpose of this Agreement a grievance shall be defined as a complaint between the Employer and the Employees' Union and/or any employees involving only an alleged violation of a specific provision of this Agreement. Grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present the matter informally to the Library Director or his/her designee for adjustment within ten (10) days of the occurrence of the

event giving rise to the grievance. The Employee may have a Union representative at this meeting. The Library Director shall reply within ten (10) days.

Step 2. If no satisfactory resolution is made in Step 1, the aggrieved employee shall reduce the grievance to writing and file a copy of the same with the Library Director and the Town Manager within ten (10) days.

Step 3. The Town Manager shall, upon receipt of the written grievance, consider same and notify the employee and the Union of the result of his consideration.

Step 4. If the Town Manager or his designee fails to act upon said grievance within thirty (30) days of presentation or after its disposition thereof, the Union or the Employer may within thirty (30) days thereafter request arbitration of the grievance, by mutual agreement, to the Division of Labor Relations, or to the American Arbitration Association pursuant to the Association's voluntary Rules, provided, however, no grievance shall be submitted to arbitration which:

1. Involves a matter of policy or management rights reserved to the employer.
2. Involves a matter that is outside the scope of the express terms of this Agreement.
3. Involves a matter that the Employer could not effectuate, regardless of the decision of the Arbitrator.
4. Involves a matter which was a proposal in negotiations but not included in the express terms of this Agreement.
5. Involves a matter which has not been presented timely according to the time limitations set forth herein.

The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no authority to add to, subtract from, or otherwise modify the terms of this Agreement. The decision of the arbitrator shall be legally binding upon the parties.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Nothing in this agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business, except where such rights are specifically modified or abridged by the terms of this agreement. Any Management Rights listed below are subject to bargaining obligations under Chapter 150e. This includes, but is not limited to the right to:

- add or eliminate departments;
- assign overtime;
- increase or decrease the number of jobs;
- change process;
- assign work and work to be performed;
- schedule shifts and hours to work and lunch or break periods;
- hire;
- suspend; demote; discipline, or discharge for just cause
- transfer or promote;
- layoff because of lack of work or other legitimate reasons;
- establish rules, regulations, job descriptions, policies and procedures;
- conduct orderly operations;
- establish new jobs;
- abolish and change existing jobs;
- determine where, when, how and by whom work will be done;

except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through the Town Manager, Board of Selectmen, Department Head or other

appropriate officials as may be authorized to act on the Town's behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the employees covered by this.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, to other shifts or other duties;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department, if any, and to add to or modify such regulations as it deems appropriate; provided, however, that the Town provides the Union with a copy of

any new rules and, if the Union requests, bargaining over any changes in working conditions;

- to suspend, demote, discharge, or take other disciplinary action against employees for just cause, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to negotiate proposed changes with the Union.

## **ARTICLE 6**

### **HOURS OF WORK**

6.0 The regular work week shall be as follows:

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Professionals	35 hours
Clerical	35 hours

Part-time - At the discretion of the Library Director

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Individual working hours for all Library employees shall be set at the discretion of the Library Director providing that employees receive two week notice, and that a discussion of such changes will take place if requested by the Union.

6.1 Employees covered by this Agreement shall be allowed one (1) fifteen (15) minute break after every three and one-half (3½) hours worked.

6.2 Nothing in this Agreement shall preclude the parties from discussing and/or implementing alternative work schedules by agreement.

6.3 The Library shall maintain a minimum of three employees, with at least two of the three employees being capable of

performing main desk duties, in order to open the Library to serve the public.

## **ARTICLE 7**

### **OVERTIME**

7.0 Hours worked, at the request of the Director, in excess of the regular work day by full-time employees shall be compensated for at the rate of time and one half of the regular hourly rate of the employee. Any portion of an hour shall be compensated for to the next half hour. Any paid leave time shall count as hours worked for the purpose of calculating overtime.

7.1 At the option of the employee, compensation may be in the form of time off equal to time and one half of overtime worked.

7.2 Compensatory time equal to two (2) hours off for each one hour worked may be allowed, subject to the following conditions:

1. There shall be a maximum of three (3) days earned in one fiscal year (by working 1½ days).
2. Additional hours worked must be approved in advance by the Department Head or designee.
3. Compensatory leave time must be approved by the Director or designee at least one week in advance.
4. Compensatory leave time must be earned in one day increments by working at least 3½ extra hours in one day.
5. Compensatory leave may be taken in one half day increments and may not be combined with other leave time.
6. Compensatory time earned but not taken by June 30th of each fiscal year shall be forfeited.
7. Compensatory time earned but not taken during each fiscal year shall not be credited to an employee's official leave balances at any time, or be subject to any "buy-back" or other reimbursement payable upon an employee's separation from the Town of Stoughton.
8. Compensatory time shall be earned working on a special project approved by the Director (or designee). A

special project is defined as a task or program that benefits the Library and involves work outside the normal assignment of an employee and outside his/her work hours or a task/program that benefits the Library that is within the normal assignment of an employee but has a special time deadline or exigency.

7.3 If the Library is closed for all or part of a day because of an emergency, Act of God or by determination of the Library Director or, in her absence, the Town Manager or his/her designee, employees who would have normally been scheduled to work shall be compensated in full, without having to be rescheduled. Employees shall check the Town of Stoughton Hotline (781-232-9248) to determine if the Library and/or Town Hall will be closed for inclement weather.

7.4 There shall be a two hour minimum compensation to any employee called back after the end of the regular working day.

7.5 The foregoing provisions of this article notwithstanding, any employee assigned to perform building checks on a day when the library is closed shall be compensated at the rate of twenty five dollars (\$25.00) per day.

## **ARTICLE 8**

### **WAGES**

8.1 Effective July 1, 2019, The Town and the Union agree that the job classifications and wage scales shall be administered consistent with the job grades set forth below and the wage grid that is set forth in Appendix A hereto.

- Outreach Coordinator- Grade 1
- Library Assistant- Grade 1
- Literacy Coordinator- Grade 2
- Librarian- Grade 3

Advancement through the steps shall occur at the intervals set forth in Appendix A. For the employees listed in Appendix A, it is understood and agreed that step advancements do not necessarily correspond to years of service and that the progression through the steps shall be based on the number of years that the identified employee has been paid at the particular step. For employees hired on or after July 1, 2019, progression through the steps shall be based upon years of service in the bargaining unit. To the extent an employee is eligible to receive a step increase in any given year, said

increase shall be effective the first payroll period occurring on or after July 1<sup>st</sup>.

Once job descriptions and an evaluation tool have been established through negotiation by the parties, advancement along the compensation schedule shall be made by receipt of at least a satisfactory rating on the evaluation tool.

8.2 Newly hired employees will be initially placed in an appropriate salary classification and step level therein based upon experience, ability, qualifications, and needs of the Library as determined by the Town Manager and in consultation with the Library Director and Human Resources Director.

8.3 Nothing contained herein shall limit the Town's right to abolish any position or positions, in whole or in part, as a result of economic or other legitimate reasons.

8.4 All employees shall be paid a differential for all hours worked after 5:00 p.m. and all Saturday hours of \$3.25 per hour.

## **ARTICLE 9**

### **LONGEVITY**

9.1 On or about the first payroll period in December of each year full-time employees shall receive longevity payments in accordance with the following schedule:

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<b>Continuous Length of Service on December 1:</b>	<b>Amount</b>
After 5 years	\$ 500.00
After 10 years	\$ 750.00
After 15 years	\$1,000.00
After 20 years	\$1,250.00
After 25 years	\$1,750.00

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Effective July 1, 2017, increase longevity to the following:

<b>Continuous Length of Service on December 1:</b>	<b>Amount</b>
After 5 years	\$ 550.00
After 10 years	\$ 800.00

After 15 years	\$1,050.00
After 20 years	\$1,300.00
After 25 years	\$1,800.00

Effective July 1, 2018, increase longevity to the following:

<b>Continuous Length of Service on December 1:</b>	<b>Amount</b>
After 5 years	\$ 600.00
After 10 years	\$ 850.00
After 15 years	\$1,100.00
After 20 years	\$1,350.00
After 25 years	\$1,850.00

9.2 Computation of longevity is based on continuous employment for the Town of Stoughton. Twelve months employment in the current year makes an employee eligible for a full-year longevity payment. Any amount less than twelve months upon termination of employment shall be payable on a pro-rata basis.

9.3 Permanent part-time employees who work a minimum of twenty (20) hours per week shall be entitled to longevity payments of fifty percent (50%) of the full-time employee schedule in Section 9.1..

## **ARTICLE 10 UNION BUSINESS**

10.0 The Union shall furnish the Employer with a written list of Union Officers within 30 days of the signing of this Agreement.

10.1 The Library Director may grant permission for representatives of the Union who are not bargaining unit employees to enter the premises of the Employer for the conduct of Union business, if in the Library Director's sole judgment it would not disrupt or interrupt the normal flow of business.

10.2 The Library Director consistent with past practice in this regard, shall grant reasonable time without loss of pay to attend union meetings, and investigate and process grievances, provided that request for such leave is made reasonably in advance.

10.3 A Union Officer shall be granted thirty (30) minutes, with pay, to meet with new hires on their first day of work to help orient them.

10.4 Up to a total of three (3) days per year of paid leave will be granted to the bargaining unit as a whole to allow Union members to attend Union training, state or national conventions and union conferences. Said days may be used in half day increments. Reasonable notice of use of such days will be given to the Library Director.

## **ARTICLE 11**

### **VACATIONS**

11.0 Effective July 1, 2017, vacations shall be credited based on the fiscal year instead of the calendar year; selection for the vacation period shall be agreed upon between the Director and personnel taking into consideration the party or parties who will be filling in on vacations with the final approval resting with the Director.

The change of the crediting of vacation from calendar year to fiscal year shall be phased in as follows:

*1/1/17 - Employees get full vacation allotment*

*7/1/17 - Employees get one-half (1/2) of their vacation allotment*

*12/31/17 - Employees must use all of their allotted vacation time, with the exception of regular contractual carryover, and with the exception that they will have four(4) months from the end of the calendar year to use the carried over vacation time.*

*1/1/18 - Employees will get the other one-half (1/2) of their vacation allotment, to be used by 6/30/18 (with the exception of regular contractual carryover),*

*7/1/18 - Employees receive full vacation allotment and the transition to fiscal year is complete.*

11.1 Seniority shall be based on classification. For the purpose of this Article, Librarian I and Librarian II shall be considered one classification. In addition, for the purpose of this Article, Library Assistant I and Library Assistant II shall be considered one classification. In the event of two or more employees in the same classification, seniority will be based upon years of service. For employees hired after July 1, 2013, seniority will be based upon years of service at the Library.

#### **11.2 Eligibility for Vacations**

1. Permanent full-time employees shall be granted the following vacation days without loss of pay after having worked in a full-time capacity for the time shown:

For work performed for less than thirty (30) weeks, vacation allowance shall be on the basis of one for each month employed.

Effective July 1, 2005, any Library employee hired before July 1, 1986 shall be eligible for one hundred seventy-five (175) hours of vacation upon completion of twenty five (25) years of service. Such vacation time shall be granted provided that such entitlement does not result in the Library incurring overtime costs.

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After Completing	Vacation HOURS Earned
12 months	70
24 months	84
36 months	91
48 months	98
60 months (5 years)	105
72 months	112
84 months	119
96 months	126
108 months	133
120 months (10 years)	140

2. Every part-time employee of the Library with continuous service who works at least 20 hours per week, shall receive pro-rated vacation days equivalent to full-time employees for equivalent years of service as set forth in 11.2. (A). The provision of this subsection regarding at least 20 hours per week shall not apply to a library employee employed before July 1, 1978. Calculation of pro-rated vacation benefits for eligible part-time employees shall be based upon 1) total length of continuous service regardless of whether there was a change in number of hours worked and 2) average number of scheduled work hours per week for the fifty-two (52) consecutive weeks prior to determination of the benefit. (For example, a part-time employee works 8 years at 20 hours per week and 2 years at 30 hours per week: length of service is 10 years and entitlement is  $20 \times 30 \div 35$ .)

3. The Town Manager at his/her discretion may credit a newly hired or current employee for time in service to another community or the Commonwealth up to a maximum credit of nine (9) years.

#### 11.3 Vacation Scheduling

Vacations shall be scheduled for the convenience of the Library. The Director will be responsible for maintaining a seniority listing which shall be used as a basis for the granting of vacations during the most desirable periods. Vacations for less than one week will be allowed only for the convenience of the Library, if possible. Vacation time shall not be cumulative from year to year except for 70 hours which may be held over to be used within three (3) months of the end of the fiscal year in which they were otherwise to be taken. The Town Manager, after consultation with the Human Resources Director, may extend the period of vacation carryover for an individual employee upon written request. If a new HR system is utilized by the Town, an implementation schedule for vacation and sick time shall be negotiated by the parties.

#### 11.4 Vacation Leave Upon Termination

Upon termination of employment by dismissal, the employee shall receive payment equal to that amount of accrued vacation which is unused. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

11.5 Employees who are injured and are receiving Workmen's Compensation benefits shall be entitled to all vacation benefits accrued prior to injury, but shall not accrue or be entitled to additional vacation benefits while absent from work due to such injury. Vacation benefits for the fiscal year in which the employee returns to employment will be pro-rated.

11.6 An employee while on vacation who is injured or ill for a period of not less than three (3) days shall, upon presentation of medical evidence satisfactory to the Library Director, have no loss of vacation time. These days shall be deducted from the employee's accumulated sick leave.

## **ARTICLE 12**

### **HOLIDAYS**

12.0 The following holidays shall be paid holidays for all employees of the Library:

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

12.1 Permanent part-time employees shall be paid for holidays if the holidays fall on days they would regularly be scheduled to work. A regularly scheduled work day shall be defined as one which they have worked for the four (4) previous weeks (if on a fixed schedule) or on 2 of the 4 previous weeks (if on an alternating schedule).

12.2 In order to qualify for the paid holidays, an employee in full-time employment in a permanent position shall have worked the last regularly scheduled work day preceding and following such holiday, unless the employee was in full pay status on such proceeding and following days in accordance with other provisions of this regulation or by-law.

12.3 If a holiday falls on a non-scheduled work day, an employee working 35 hours or more, shall be granted a compensatory day off without loss of pay.

12.4 Whenever it is impractical to give time off to an employee on a legal holiday because of the necessity of continuing essential services in the Library, the employee shall receive overtime at double his regular hourly rate for the hours worked. Employees required to work on a holiday shall receive a minimum of two hours pay. Compensatory time off for work performed on a holiday may be allowed if agreeable to the employee and the Director.

12.5 The Library will be closed on any day that may be declared a holiday by the Governor of the Commonwealth, General Court and/or the President or the Congress of the United States without loss of pay to the employees.

12.6 When a legal holiday falls on a Sunday, the Library will be closed on the following Monday. When Town Hall is closed for any day with pay, the Library shall also be closed and the employees will be paid for the day.

## **ARTICLE 13 PERSONAL DAY**

13.0. Each employee of the Library shall be allowed 14 hours (two (2) personal days) off with full pay status during each calendar year. Effective July 1, 2017, personal days will be credited on a fiscal year basis. Basis for scheduling for personal days shall be the same as for vacation days. At least twenty-four (24) hours' notice shall be given to the Library Director and the Personal Day shall be taken at the discretion of the Library Director.

Effective July 1, 2018, the carrying over of personal days shall no longer be permitted.

To effectuate the conversion of the crediting of personal days from a calendar year to a fiscal year basis, the following schedule will be used:

1/1/17 - Employees receive two (2) personal days (14 hours)  
7/1/17 - Employees receive one (1) personal day (7 hours)  
1/1/18 - Employees receive one (1) personal day (7 hours)  
7/1/18 - Employees receive two (2) personal days (14 hours)  
and the transition to fiscal year is complete.

## **ARTICLE 14 SICK LEAVE**

14.0 Sick leave shall be earned at the rate of 9.3333 hours per month with unlimited accumulation. Sick leave shall begin to accrue as of the day the employee enters the service of the Town. If Sick Leave and Vacation credits are about to be exhausted, the employee may make written application for additional allowance.

14.1 All part-time employees shall receive sick leave benefits pro-rated to their regular work week schedule, or, if their schedule is irregular, benefits pro-rated to an average of their

schedule over a period of thirty (30) weeks during the calendar year. Proration shall be on the basis of a 35 hour work week.

14.2 Full-time employees and part-time employees working twenty (20) hours or more with perfect attendance at work in anycalendar month shall have 3.5 hours added to their vacation time up to a maximum of 42 hours per year. The taking of the personal day allowed under this contract or any voluntary transfer of sick leave permitted under this Article shall not interrupt the employee's perfect attendance record. Employees with less than seven (7) hours of earned time remaining at the end of a fiscal year may carry that time over to the next fiscal year. In the event that earned time for the month of June causes a fractional day to increase to a full day (7 hours), then one (1) day (7 hours) may be carried over for use in the next fiscal year.

All other earned time credited to vacation shall be used in the fiscal year earned as provided in Article 11.3.

14.3 Employees shall be allowed to use accrued sick leave for the purpose of medical and dental appointments.

14.4 Any sick leave of a duration of more than three (3) consecutive work shifts or when the total number of sick shifts used exceeds seven (7) for the fiscal year, if the Town so requests, shall be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave.

14.5 When circumstances reasonably warrant the same, the Director may at any time in his/her discretion require a medical examination prior to the payment of sick leave to any employee who reports his/her inability to report for work because of illness; this required examination shall be at the expense of the Town by a physician designated by the Director.

14.6 Upon the written application for a specific amount of additional sick leave by a permanent full-time employee who has at least one year of service with the Town and who has exhausted all available sick leave, the Town Manager shall determine the eligibility of such an employee to receive additional sick leave following a review of adequate medical evidence of serious illness.

Following the Town Manager's favorable determination of eligibility, each permanent full-time member of the bargaining unit who has been employed by the Town for at least one (1) year

and who has accumulated at least 140 hours of sick leave at the time of the determination of eligibility may voluntarily transfer up to 35 hours of his/her accumulated sick leave to such employee.

No sick leave transfers beyond a cumulative total of 210 hours to a single employee may be permitted without the prior approval of the Town Manager and shall be within such limits as he may prescribe.

All sick leave transfers may be made only on account of an employee's personal illness and not for family illness.

Notwithstanding any other provision of this Agreement to the contrary, no decision of the Town Manager as to eligibility or as to the granting or denial of benefits under this section shall be subject to arbitration.

14.7 Upon an employee's death, retirement, or termination of employment (without just cause), an employee with two hundred or more unused sick days shall receive fifty percent (50%) of the number of accrued but unused sick days (sick time) the employee has in excess of fifty (50) days (350 hours) up to a maximum of four hundred (400) days (2800 hours) at a rate of seventy-five dollars (\$75.00) per day (7 hours) as severance pay.

Ex: Employee with 500 sick days = (400days (maximum) - 50 days x 50% @ \$75.00

Upon an employee's death, retirement, or termination of employment (without just cause), an employee with less than two hundred unused sick days (1400 hours) shall receive fifty percent (50%) of their accrued but unused sick leave in excess of one hundred(100) days (700 hours) at a rate of seventy-five dollars (\$75.00) per day (7 hours) as severance pay.

Ex: Employee with 199 sick days = (199 days - 100 days x 50% @ \$75.00

In the event of the employee's death, payment of the accumulated sick leave shall be made to a beneficiary designated by the employee in writing or, in the absence thereof, to his or her estate.

In the event that an employee dies while employed by the Town due to a workplace accident, payment for all of the employee's unused sick leave regardless of the amount shall be paid to the

employee's designated beneficiary or, in the absence thereof, to the employee's estate at the rate of seventy-five dollars (\$75.00) per day without any reduction.

Notwithstanding any provisions of the Town's Personnel Bylaw or this Agreement, the foregoing shall be the only sick leave buyback benefits employees are entitled to receive.

Sick leave buy-back payments shall be payable within thirty (30) days of such employee's death, retirement, or termination (without just cause).

14.8 Employees shall be allowed to use their accumulated sick leave to care for a sick parent, child, spouse, sibling (including in-laws and step-relatives, or anyone else to whom the employee is directly responsible. If sick leave is used for this purpose, the provisions of 14.4 may be applied.

## **ARTICLE 15 FAMILY LEAVE**

15.0 Massachusetts General Laws, Chapter 149, Section 105D and the Family Medical Leave Act (FMLA) of 1993 and its regulations shall apply to all employees in the bargaining unit. Employees shall be allowed to use accrued sick leave during approved leaves. Additional unpaid leave may be granted, upon the approval of the Library Director or Town Manager, if, in the opinion of the Library Director or Town Manager, such leave would not affect the nature and level of library services.

## **ARTICLE 16 MILITARY LEAVE**

16.0 Military leave of absence without pay shall be granted to any town officer or employee called to active duty with the State or Federal forces for temporary or extended tour of duty. Town officers and permanent employees ordered to active duty in the Armed Forces in time of war or similar national emergency, shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. All re-employment rights shall be in accordance with applicable provisions of state and federal law.

16.1 All short tours of duty or annual training periods of members of State or Federal Reserve Forces will be granted annual leave without loss of vacation leave and be compensated therefore up to the difference in pay he would have received if

not on military leave. The total leave time will not exceed four weeks.

## **ARTICLE 17**

### **BEREAVEMENT LEAVE**

17.0 In the event of a death occurring in the immediate family of a permanent employee or of the employee's spouse, the employee shall be granted a maximum of five (5) consecutive calendar days (35 hours) off without loss of pay. For purposes of this Article, "immediate family" means parent, child, spouse or sibling, grandchild, daughter-in-law, son-in-law, or a relative residing in the same household.

17.1 In the event of the death of a grandparent, brother-in-law or sister-in-law, the employee shall be granted up to three (3) consecutive calendar days (21 hours) without loss of pay. In the event of an aunt/uncle or niece/nephew, the employee shall be granted one (1) calendar day (7 hours) off without loss of pay.

17.2 Other additional leave under this Article may be granted at the discretion of the Library Director.

## **ARTICLE 18**

### **JURY DUTY AND COURT DUTY**

18.0 Court leave of absence shall be granted to any town officer or employee as follows:

1. If an employee is called upon to serve on jury duty, the employee shall be paid the difference between any fees received while serving on the jury and his regular rate of pay.
2. If a second shift employee is called upon to serve on a jury, the employee will not be required to report for work to his/her assigned shift if he/she has served jury duty on that day. The employee shall be paid the difference between any fee paid by the court and his/her regular pay.

If an employee is summoned to appear in court as a witness for the Town or for an incident occurring during working hours, he shall receive full compensation for

any time lost and shall return to the Town such fees as he may collect.

3. Employees may be granted leave for the purpose of appearing in court as a defendant or litigant in their behalf, or in cases not involving the Town at full pay, subject to the prior approval of the Town Manager.

## **ARTICLE 19 INJURY LEAVE**

19.0 Any employee, who is unable to work as a result of any injury arising out of and in the course of his employment, shall receive compensation in accordance with Chapter 152 of the General Laws of the Commonwealth. (The Workmen's Compensation Act.)

19.1 Employees on injury compensation may not do part-time or full-time work for another employer during that period.

## **ARTICLE 20 ABSENCE WITHOUT LEAVE AND LEAVES OF ABSENCE**

20.0 Any absence of any employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant or leave of absence under the provision of this contract will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents him for three (3) consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by the Town Manager by a subsequent grant of leave if the conditions warrant.

20.1 Town officers and employees may with the approval of the Town Manager, be granted other leaves of absence. But except as otherwise provided in this contract, all such leaves of absence shall be without pay. The granting of such leave shall protect the employees existing continuous service for the leave period. A leave of absence will not be granted for employment elsewhere, except for military service.

**ARTICLE 21**  
**FILLING OF VACANCIES**

21.0 When the Town determines that a vacancy is to be filled, it shall be the policy of the Town to appoint the most qualified applicant, after having first posted the position for five days, listing the pay, duties and qualifications.

21.1 Such notice shall state a date not less than five (5) days after such posting within which it will receive applications for such vacancy or position for eligible employees desiring to apply for such job.

**ARTICLE 22**  
**HEALTH AND LIFE INSURANCE**

22.0 The Town agrees to provide master medical coverage for employees who are in the hospitalization insurance group, and life and accident insurance with the Town paying fifty percent (50%) of the premium.

22.1 The Town agrees that employee costs for health care premiums will be pre-tax deductions on Stoughton Public Library Employees' paychecks, which will be implemented by the Town as soon as possible.

22.2 The Town agrees to meet and discuss with the Union the feasibility of offering employees a group eye care plan. The cost of any such plan shall be borne exclusively by the employees.

22.3 The Union agrees that upon reasonable notice from the Town, it will meet at reasonable times and reasonable intervals for the purpose of participating in negotiations with the Town, and, at the Town's option, with bargaining representatives of other Town Employees, concerning changes to the Town's health and hospitalization plan. Negotiations will include without limitation, changes in plan design, employee contribution rates, co-pays and deductibles, and the cost of prescription drugs.

**ARTICLE 23**  
**SEVERABILITY**

23.0 Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, by-law, rule or regulation

or any statute as defined in General Laws, Chapter 150E, the terms of this Agreement shall prevail.

#### **ARTICLE 24 OFFICE CONDITIONS**

24.0 Should the temperature in any section of the Library fall below 60 degrees Fahrenheit for a period of more than an hour, the building will be closed to the public until the situation has been rectified. If the Library is closed as provided in this article, the Town will offer employees assignment to an alternative worksite within the Town for the duration of the closure. In such event, the employees shall have the option to either remain in the Library or accept the reassignment, provided however that the Town in its discretion may reassign employees where it determines a serious health or safety risk exists.

#### **ARTICLE 25 FOUL WEATHER GEAR**

25.0 The Town agrees to provide the Outreach Coordinator with a foul weather coat and boots for use during working hours and the Town will replace them on an as-needed basis. Said employee shall pick out the foul weather gear with the approval of the Library Director. There will be a \$200 cap for the initial purchase.

#### **ARTICLE 26 MISCELLANEOUS**

26.0 All established practices shall be maintained at no less than current standards.

26.1 Absent a specific provision of this contract to contrary, covered part-time employees shall receive benefits on a pro-rata basis (except for health and dental benefits, which will not be pro-rated).

26.2 Eyeglasses or articles of personal clothing damaged in the course of employment through no fault of the employee will be replaced by the Employer.

26.3 The Employer agrees to pay for any special license fees, or reimburse the employee for any special license fee exclusive of regular class 2 or 3 motor vehicle license fees which the Employer specifically requires an employee to obtain to perform the duties assigned.

26.4 Employee shall be reimbursed for driving expenses incurred performing library functions at the rate IRS rate per mile.

26.5 Upon request by a pregnant employee, during the first trimester of pregnancy, the Library Director may make reasonable accommodations to allow such an employee not to perform duties involving a Video Display Terminal (V.D.T.) within the confines of available staffing and so long as such accommodations do not impair the efficient operation of the Library or result in additional costs (overtime or otherwise) to the Town.

26.6 The failure of the Employer or the union to insist on any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

26.7 Employees will serve a six (6) month probationary period after being hired. Employees who are serving their probation period do not have access to the grievance procedure if they have been terminated for job performance reasons.

26.8 The parties agree that it shall not be the responsibility of any bargaining unit member to secure and close the library. The Town will ensure that a custodian is present to open the Library.

26.9 The Town will reimburse employees for up to \$150.00 per year for physical fitness related activities. A receipt for such expense shall be required in order to receive said reimbursement.

## **ARTICLE 27**

### **TOOLS, MATERIAL, AND EQUIPMENT**

27.0 The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement. All such material, equipment and

tools shall remain the property of the Town and to be stored on Town premises.

## **ARTICLE 28**

### **TUITION REIMBURSEMENT**

28.0 Employees taking course work pertinent to the furthering of their occupational training, with a passing grade, from an accredited institution, shall receive compensation for tuition expenses from the Town after one year of employment, provided that such course work has previously been approved by the Library Director. For this purpose, two thousand dollars (\$2,000) shall be made available annually by the Town, for members of this Bargaining Unit.

## **ARTICLE 29**

### **NO STRIKE AGREEMENT**

29.0 No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slow-down, or withholding of services in the form of a sick-out or otherwise. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services or sick-out.

29.1 Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services, or sick-out, the Union shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sick-out, and shall refuse to recognize any picket line established in connection therewith.

29.2 In consideration of the performance by the Union of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

29.3 The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article.

## **ARTICLE 30**

### **REDUCTION IN FORCE**

The Town retains the exclusive right and sole responsibility to determine the number of professional and other positions needed in the Stoughton Public Library, including the right to determine the number of employees to be laid off or recalled, or that a particular type of service should be discontinued. Such decisions shall not be subject to the Grievance and Arbitration Procedure, but, once made, the following policy for personnel will be followed:

The Union shall be notified of proposed layoffs.

1. In the event a professional or other employee in the bargaining unit must be laid off, the Town shall lay off the least senior employee within the job classification concerned. For the purpose of this Article, Librarian I and Librarian II shall be considered one classification. In addition, for the purpose of this Article, Library Assistant I and Library Assistant II shall be considered one classification.
2. Seniority shall be based upon total continuous length of service in the Stoughton Public Library, and shall include all authorized leaves of absence. Seniority of part-time employees shall be pro-rated. In case of identical initial dates of employment or equal seniority, seniority shall be determined by the drawing of lots by such employees.
3. Employees whose employment will be terminated in full or part shall be given thirty (30) days' notice prior to the date upon which the reduction is to take place.
4. If employees who are laid off request in writing to the Library Director to be placed on recall, then during a period of eighteen (18) months from the effective date of their layoff, such employees shall be given preference for recall as vacancies develop to the same or similar positions for which they are qualified in the inverse order of their respective layoff.
5. In the event of recall, employees shall be notified by Certified Mail to their last address of record with the Library Director, and must advise the Town of their

acceptance of the position being offered within five (5) days following the date of mailing, or seventy-two (72) hours following the receipt of said notice, whichever comes first, or forfeit all recall rights. The Town shall not be required to make more than one offer of re-employment during the period that an employee is eligible for recall. It is expected that employees shall make themselves available for re-employment within two (2) weeks following receipt of notice of recall, or as close thereto as practicable.

If circumstances warrant a reasonable period of time for a recalled employee to report to work beyond two weeks, the Library Director will make every effort to accommodate such a need.

6. Employees recalled pursuant to the above provisions shall be credited with all previously accrued time in the Stoughton Public Library for the purposes of placement on the salary schedule, entitlement to other benefits based upon length of service, and any previously unused sick leave.
7. To the extent permitted by applicable laws and the insurance carrier(s) concerned, laid off employees may continue group health and life insurance coverage provided pursuant to this Agreement during the recall period by reimbursing the Town for full premium cost. Failure to timely forward premium payments to the Town or refusal to return to employment upon recall will terminate this option.

All accrued benefits under the Agreement to which an employee would have otherwise have been entitled shall be paid at time of layoff.

## **ARTICLE 31**

### **DURATION OF THIS AGREEMENT**

The duration of this Agreement shall be from July 1, 2019 to June 30, 2022. Notification of proposed collective bargaining for each subsequent year's contract must be received at the Town Manager's office by September 16th.

IN WITNESS WHEREOF, the Town of Stoughton has caused this Agreement to be executed by the Town Manager and ratified by Board of Selectmen this \_\_\_\_\_ day of \_\_\_\_\_ 2021, and the members of the Stoughton Library Staff Association, MLSA, have caused this instrument to be signed by their duly authorized Bargaining Committee this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For the Town of Stoughton

Robin A. Grimm, Ph.D.  
Town Manager

Ratified by:

### Select Board

  
Christine D. Howe, Chair  
  
Stephen M. Cavey, Vice Chair

Joseph M. Mokrisky

Robert J. O'Regan

Debra C Roberts  
Debra C. Roberts

For the Union; Stoughton  
Library Staff Association,  
MLSA, MFT, AFT, AFL-CIO

Teresa M. Romeo  
Sally R. Dean  
Smadar Yeru

## APPENDIX A

### **Effective July 1, 2019**

	1	2	3	4	5	6	7	8	9	10
Grade 1	\$20.00	\$20.30	\$20.61	\$20.91	\$21.22	\$21.55	\$22.19	\$23.08	\$24.00	\$24.96
Grade 2	\$24.06	\$24.42	\$24.79	\$25.16	\$25.54	\$25.92	\$26.70	\$27.77	\$28.86	\$30.03
Grade 3	\$28.78	\$29.21	\$29.65	\$30.09	\$30.54	\$31.00	\$31.93	\$33.21	\$34.54	\$35.92

Initial grid placements shall be as follows:

Christine Jacobucci      Grade 1, Step 5 (Reflects reclassification of position to higher grade.)  
Kimberly Mauriello      Grade 1, Step 2  
Melissa Menesses      Grade 1, Step 5  
Smadar Gekow      Grade 2, Step 5 (Reflects reclassification of position to higher grade.)  
Lauren Berhman      Grade 3, Step 2  
Amy Dean      Grade 3, Step 7  
Josh Olshin      Off grid – will receive 1.75% increase over FY2019 rate  
Teresa Romeiro      Off grid – will receive 1.75% increase over FY2019 rate  
Mary Rothwell      Off grid – will receive 1.75% increase over FY2019 rate  
Barbara Pally      Off grid – will receive 1.75% increase over FY2019 rate  
Part-time position      Off grid – will receive 1.75% increase over FY2019 rate

### **Effective July 1, 2020**

No change in above wage grid rates. However, those employees listed above who are “off grid” or who are ineligible to receive a step increase in FY2021 based on the step increase criteria set forth in the parties’ attached memorandum of agreement and described below will receive a 1.5% increase over their FY2020 rate.

### **Effective July 1, 2021**

Increase wage grid rates by .50%. Employees listed above who are “off grid” will receive a .50% increase over their FY2022 rate.

### **Effective January 1, 2022**

Increase wage grid rates by 1.0%. Employees listed above who are “off grid” will receive an additional 1.0% increase over their FY2022 rate.

**NOTE:** The intervals between steps in the above wage grid shall be as follows:

Steps 1 through 6 = 1 year intervals; Step 6 to Step 7 = 3 year interval; Step 7 to Step 8 = 5 year interval; Step 8 to Step 9 = 5 year interval; Step 9 to Step 10 = 5 year interval.