

AGREEMENT BETWEEN
TOWN OF NORTH ANDOVER

&

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
MASSACHUSETTS COUNCIL #93
PROFESSIONAL LIBRARIANS

EFFECTIVE – JULY 1, 2007 to JUNE 30, 2009

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PREAMBLE:

This Agreement made and entered into as of this 17th day of November 2008, by and between the Town of North Andover, acting through its Town Manager, (hereinafter referred to as the "Town" or the "Employer") and the American Federation of State, County and Municipal Employees Union, Massachusetts Council 93, Local 2978C (hereinafter referred to as the "Union") has as its sole purpose the establishment of harmonious relations between the Town and the Union, establishment of rates of pay, hours of work and all other terms and conditions of employment within the authority of law, and providing for equitable and peaceful procedures for the resolution of differences and securing the efficient operation of Stevens Memorial Library and the best possible services for the residents and taxpayers of North Andover.

ARTICLE I: RECOGNITION:

Section 1. In accordance with the certification of the State Labor Relations Commission issued on June 25, 1984 in Case No. MCR-3467, the Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other conditions of employment for the following bargaining unit members: All full-time and regularly employed part-time professional employees of the Stevens Memorial Library, including Librarian I and Librarian II, and excluding the Library Director, the Assistant Library Director, all managerial and confidential employees, and all other employees of the Town of North Andover.

ARTICLE II: UNION MEMBERSHIP

The Town and the Union recognize the right of employees to join or refrain from joining the union and neither the Town nor the Union shall discriminate against any employee based upon membership or non-membership in the Union or in any other way interfere with rights of an employee to join or refrain from joining the Union.

ARTICLE III: NON-DISCRIMINATION

Neither the Town nor the Union shall discriminate against any employee in any decision affecting employment (including training, promotions, transfers, layoffs or discharge), on the basis of race, sex, age, creed, religion, color, national origin, physical or mental handicap, or union activity.

ARTICLE IV: UNION DUES

Section 1. Employees shall tender monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the "Form of Authorization" of Check-off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form. The Treasurer of the Town of North Andover shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have said dues deducted.

Section 2. All employees covered by this Agreement who are not members of the Union will be required as a condition of employment to pay to the Union monthly an Agency Fee equal to, but not to exceed, monthly union dues. This provision shall be effective within (30) days after the date of execution of this Agreement. The treasurer of the Town of North Andover shall remit the aggregate amount to the treasurer of the Union along with a list of employees who have said agency fee deducted.

ARTICLE V: UNION BUSINESS

Section 1. A union staff representative or official shall be permitted to have access to the Library during normal business hours, to visit employees on their breaks or meals, provided that such visits are scheduled in advance with the Library Director.

Section 2. A Union Steward or officer shall be permitted to have reasonable time off, without loss of pay, for the purpose of investigating and processing any grievances.

Section 3. A total of two (2) days with pay per fiscal year shall be available to the bargaining unit for attending meetings, conventions and executive board meetings of the local, state, regional and parent organizations.

Section 4. Space shall be provided at the Library for a Union bulletin board.

Section 5. Use of meeting space at the Library will be granted to the union in the same manner as it is granted to other organizations.

ARTICLE VI: MANAGEMENT RIGHTS

Section 1. The Employer reserves and retains solely and exclusively all of its common law, statutory, and inherent rights as such rights existed prior to the execution of this Agreement as long as they are not inconsistent with the specific provisions of this Agreement.

Section 2. Except as to the extent specifically abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have, without interference, control and supervision of the Stevens Memorial Library and its various departments or branches if any, and facilities. The Employer reserves and retains all powers, authority, and prerogatives including, but not necessarily limited to: the right to assign, transfer, hire and promote; the right to determine the work force; the right to determine the number of employees it shall employ at any time and the qualifications necessary for any jobs it may have or may create in the future; to suspend, demote, discharge, or take other disciplinary action against employees for just cause, the right to relieve employees of work or layoff employees for lack of work, reasons of economy, or other legitimate reason; to determine the mission of the Library and its departments, its branches, its budget, its organization, the number and classifications of employees to be utilized; to determine the types of operations, methods, and processes to be employed to discontinue processes or operations, or to discontinue their performance by employees covered by this Agreement; to determine reasonable standards of performance; and to change assignments and

otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.

Section 3. Rules The Town shall have the right to make and enforce reasonable rules and regulations governing operations, the manner and method of performing the work, the standards it requires and any other matter so long as such reasonable rules and regulations are not in conflict with the specific terms of this Agreement. The Employer shall have the right from time to time to change, alter and add to such rules provided that the union is given notice and opportunity to discuss such changes. Such rules will be enforced and in effect upon being posted in each department and a copy of such rules, prior to posting, shall be furnished to the Union.

ARTICLE VII: NO STRIKES

Section 1. No employee covered by this agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. 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, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services, and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor on its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 4. The Employer shall have the right to discharge or otherwise discipline any employee who violates Section 1 above. Such action by the Employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to whether or not the employees who were disciplined in fact participated in, encouraged, or were responsible for such violation.

ARTICLE VIII: RIGHTS OF THE PARTIES

Employees shall have all their wages and benefits established through the collective bargaining process, and all wages and benefits to which employees are entitled are expressed in this Agreement. Employees shall not be covered by provisions of the Town's Personnel By-Laws.

ARTICLE IX: GRIEVANCE AND ARBITRATION

Section 1. The grievant, along with a union representative, may be present at all proceedings relevant to a grievance.

Section 2. A grievance is a dispute or controversy over the interpretation, application, or alleged violation of the express provision of this Agreement. Grievances shall be processed in the following manner:

Step 1. The Union and/or the aggrieved employee shall take up the grievance in writing before the Library Director or his/her designee within five (5) working days from the date of its occurrence, or knowledge of its occurrence by the aggrieved employee. The Director or his/her designee shall attempt to adjust the matter and shall respond in writing within five (5) working days.

Step 2. If the grievance has not been resolved after receipt of the Director's reply, it shall be filed in writing with the Town Manager or his/her designee within five (5) working days of the Step 1 answer or the date when said answer is due, whichever occurs first. The grievance submitted to the Town Manager shall set forth in detail the specific reasons for the appeal and the specific section(s) of the contract which remain unresolved or in alleged violation. The Town Manager or his/her designee shall respond in writing within seven (7) working days. If no response is forthcoming within the specified time, the Union may proceed forthwith to Step 3.

Step 3. If the grievance has not been resolved by the Town Manager at Step 2, the Union may submit the grievance to arbitration within thirty (30) calendar days following the Town Manager's answer or the date on which said answer is due, whichever occurs first.

Section 3. Submission to Arbitration The Union (only the Union and not the aggrieved employee) or the Employer may submit a grievance to arbitration. Submission to arbitration shall be accomplished by a letter addressed to the *American Arbitration Association*, postage prepaid, with a copy to the Board of Selectmen or the Union. The grievance shall constitute the sole and entire subject matter to be heard by the arbitrator. Unless it is mutually agreed otherwise, each grievance which is subject to arbitration shall be handled by a separate arbitrator in a separate hearing, except that grievances arising out of identical sets of facts or the same incidents may by agreement be heard together. The arbitrator shall be chosen from a panel under the rules of the *American Arbitration Association*. The Town and Union shall each be responsible for one-half of the expenses and fees of an arbitrator designated under this Article.

Section 4. The arbitrator shall have no power to alter, amend, modify, add to, or subtract from this Agreement. The decision of the arbitrator shall be final and binding on both parties.

Section 5. Time-Limits Failure by the Union to initiate and process a grievance in accordance with the time limits established in Steps 1 through 3 shall be deemed a waiver of the grievance.

Section 6. No employee who has completed his/her probationary period shall be disciplined or discharged without just cause. Discipline or discharge of an employee who has not completed his/her probationary period shall not be subject to the grievance and arbitration procedure.

Section 7. The occurrence or failure of occurrence of any incident prior to the execution date of this Agreement shall not constitute a violation of the Agreement and shall not be subject to grievance and arbitration.

ARTICLE X: DISCIPLINE AND DISCHARGE

Section 1. No employee, who has successfully completed their probationary period, will be disciplined, reprimanded or discharged without just cause. A copy of any written disciplinary notice will be provided to the Union within 48 hours.

Section 2. Employees covered by this Agreement who have completed their probationary period may appeal such discharge or discipline pursuant to the grievance-arbitration provisions of this Agreement.

Section 3. Notwithstanding any contrary provision of this Agreement, employees who have not completed their probationary period shall not be able to utilize the grievance-arbitration provisions of this Agreement concerning discipline and discharge.

Section 4. Probationary Employees All full-time and regularly employed part-time professional employees covered by this Agreement shall be probationary for the first six (6) months of their employment.

ARTICLE XI: PERSONNEL RECORDS

Section 1. No materials originating from the Town or Library Director derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents but merely signifies that the employee has read the material to be filed.

Section 2. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.

Section 3. If any material is placed in an employee's file without proper notice and opportunity to respond, said material shall be removed until such time as the employee has had opportunity to reply.

Section 4. Any employee shall have the right to examine all material in his/her personnel file with a Union representative if requested by the employee. A copy of any such material shall be furnished to the employee at his/her request.

ARTICLE XII: SENIORITY

Section 1. An employee's seniority shall be based upon the length of continuous service with the Stevens Memorial Library commencing with the date of appointment to a permanent full-time or regular, part-time position covered by this Agreement; except that time spent working as a temporary library employee shall be included in length of service for purposes of determining seniority when such temporary employment was continuous and contiguous with the employee's appointment as a permanent library employee. Where two or more employees were appointed on the same day, seniority shall be determined by order of draw of names.

Section 2. The Town shall prepare and forward to the Union a seniority list of employees in the bargaining unit. Seniority lists shall be revised by the Town no later than April 1 of each year and shall be posted in a conspicuous place at the Library, with a copy sent to the local union president, showing the name and seniority date for each employee covered by the Agreement.

Section 3. Seniority rights accrued to an employee under this Article shall be lost in the event of a break in continuous service with the Employer caused by any of the following: (a) Voluntary quit. (b) Discharge for just cause. (c) Absence from work on five (5) consecutive working days without notice to the Employer. (d) Layoff for lack of work for more than eighteen (18) months. (e) Failure to return to work after the expiration of any leave of absence. (f) Failure to return to work within fourteen (14) days after receipt of a registered or certified letter mailed to the employee at his last known address requesting employee's return to work. Employees must notify Employer of intent to work within five (5) days of receipt of said notice. An authorized leave of absence will not be considered a break in continuous service for seniority purposes; however, where such leave extends beyond thirty (30) days, only first thirty (30) days shall be counted toward an employee's accrued seniority. Further, suspensions for a period of one week or longer shall not count toward accrued seniority.

Section 4. Layoffs In the event a layoff becomes necessary in the exclusive judgment of the Employer, the Employer will lay off on the basis of seniority within each job classification. The employee with the least seniority in the job classification affected will be laid off first. The laid off employee shall have the option to claim the job of another employee in a lower job classification who has less seniority. Employees will be recalled based on seniority in their job classification with the most senior employee recalled first.

Section 5. The employer agrees to provide a minimum of (2) weeks notice of any layoff.

Section 6. Reduction in Hours In the event that a reduction in employees' hours of work becomes necessary in the exclusive judgment of the Employer, the employer will request that staff members voluntarily reduce scheduled work hours. If an agreement cannot be reached, reductions will be scheduled on a seniority basis. If additional hours become available, those employees impacted will have the opportunity for restoration of available hours.

ARTICLE XIII: JOB POSTING AND BIDDING

Section 1. Whenever the Library Director determines to fill a new or vacant position, a notice of such vacancy shall be posted in a conspicuous place in the Library. The posting shall list the pay, duties, and qualifications for the position as established by the Director. At the Library Director's discretion, the position may also be simultaneously advertised and posted externally.

Section 2. The vacancy shall be posted for a period of ten (10) working days. Reasonable efforts will be made to notify an employee on vacation or leave of the posted position. Employees interested in the position shall apply to the Director in writing no later than ten (10) working days after the posting period.

Section 3. The Library Director retains the right to determine qualifications, ability and dependability of candidates. Where in the sole and exclusive judgment of the Library Director, the qualifications and experience of the applicant are equal, preference shall be given to the most senior applicant from the bargaining unit.

ARTICLE XIV: HOURS OF WORK AND OVERTIME

Section 1. The Library Director reserves discretion to establish or change the hours of operation of the Stevens Memorial Library, and to schedule the employees covered by this agreement for work as necessary to ensure the Library's efficient operation during those hours. Except in case of emergency, the Library Director shall provide the union with at least two (2) weeks notice of and an opportunity to discuss a proposed change in schedules.

Section 2. The regular workweek for full-time employees covered by this Agreement shall be thirty-seven and one-half (37.5) hours within a five (5) day work week.

Section 3. All work performed beyond 37.5 hours in a work week shall be compensated at one and one-half times the employee's regular hourly rate. All work performed by part-time employees, as defined by hours worked in a work week of less than 37.5 hours, will be compensated at straight time until that employee reached 37.5 hours worked in that pay period.

In the alternative, at the discretion of the Library Director, or her designee, compensatory time will be granted at time and one-half for such overtime hours worked for full time employees, and will be compensated at straight time for part time employees.

Compensatory time off will only be approved for the following reasons:

- 1) Staff meetings
- 2) Library related activities as required or deemed appropriate by the Library Director or his/her designee (for example, MVLC meetings, regional or state meetings and/or other meetings as applicable).

All compensatory time taken must be documented on the weekly time sheet.

Section 4. All regular full-time and regular part-time employees will be provided a one-half (1/2) hour unpaid lunch period when assigned to work more than five (5) hours in a workday.

Employees may be allowed up to one (1) hour unpaid lunch period when assigned to work more than five (5) hours in a workday with the approval of the Director.

Section 5. All overtime work must be authorized and approved in advance by the Library Director or his/her designee in order to be compensated.

Section 6. Overtime work shall be distributed fairly and equitably among all employees qualified to perform said work. Full time employees, required to work on Sunday, will be paid double-time for such hours worked. Part-time employees, required to work on Sunday, will be paid a shift premium of \$25.00 in addition to their regular straight-time pay.

Section 7. The Town reserves the right to utilize time clocks as a method of recording time worked.

ARTICLE XV: HOLIDAYS

Section 1. The following days shall be recognized as paid legal holidays on which days employees shall be excused from all duty:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

Section 2. All full-time and regularly employed part-time employees shall be entitled to holiday pay for the designated holidays provided that an employee who is absent without authorization on his/her last regularly scheduled working shift following the holiday shall not be eligible for holiday pay. Holiday pay shall be at the employee's regular rate based on the number of hours regularly scheduled for the day on which the holiday occurs.

Section 3. The Library reserves the right to celebrate Saturday and Sunday holidays on those particular days and to close the Library on those days rather than schedule the holiday for the preceding Friday or following Monday. When a recognized holiday falls on either a Saturday or Sunday and the holiday is observed on the preceding Friday or following Monday, the Library reserves the right to remain closed both days with no employees scheduled to work on the actual weekend holiday. Holiday pay will be based on the number of hours regularly worked on the weekday on which the holiday is observed. It is not intended that any employee should suffer a reduction in their regular weekly wages solely as a result of the date on which a holiday is observed.

Section 4. The Library shall close at noon on the day before Christmas, no later than 5 p.m. on New Year's Eve, and may be closed on Easter Sunday, provided that no employee shall suffer a reduction in scheduled working hours because of such closings.

Section 5. An employee in continuous service who performs work on one of the days designated in Section 1, or, in the case of an employee in continuous employment whose regular day off or

vacation day falls on any of the aforementioned holidays, an additional day off shall be allowed, or payment in lieu of one day shall be allowed in addition to the amount to which he is entitled under Section 2.

Section 6. An employee in continuous employment, who because of rotation of shifts, works different days in successive weeks shall be granted, in each year in which the number of holidays falling on her/his regular days off is in excess of the number of holidays in the year falling on Saturday, additional days.

Section 7. Employees scheduled to work on the Day after Thanksgiving shall have the right, at their discretion, to overtime pay (time and one-half) or to compensatory time for the number of hours actually worked. Employees must submit their choice, in writing, to the Library Director no later than seven (7) days in advance of the day worked.

ARTICLE XVI: VACATION LEAVE

Section 1. Full-time employees and permanent part-time employees regularly scheduled to work 12 or more hours per week covered by this Agreement and in continuous service shall be granted vacations with pay as follows:

ONE YEAR OF SERVICE	TWO WEEKS
FIVE YEARS OF SERVICE	THREE WEEKS
TEN YEARS OF SERVICE	FOUR WEEKS
TWENTY YEARS OF SERVICE	FIVE WEEKS

****One week equals the number of regularly scheduled hours per week.**

An employee, after six (6) months of continuous service, may request one week of his/her vacation in advance.

Section 2. Length of service for purposes of vacation eligibility shall be determined as of July 1 of each year and shall be based upon the employee's seniority on July 1 and the number of months of active service during the preceding twelve (12) months. Vacations shall be scheduled between July 1 and the following June 30, except as permitted in Section 3. There will be no accrual of vacation leave when an employee is in a no-pay status (unpaid leaves of absence, etc.).

Section 3. Employees will be allowed to carry over a maximum of one (1) week earned and unused vacation from one vacation year to the next vacation year, with advance notice to the Library Director by June 1st of each fiscal year. The carryover allowance is non-cumulative and cannot exceed more than one week from one fiscal year to another.

Section 4. Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for under other leave may, at the discretion of the Library Director be charged to vacation leave.

Section 5. An employee shall be granted an additional day of vacation if, while on vacation leave, a designated holiday occurs which falls on a day he/she would normally work.

Section 6. Vacation requests will be approved by the Library Director subject to the operational needs of the Library and in a manner which will cause the least interference with the performance of work. Subject to these provisions, seniority shall be used in resolving vacation selection preferences.

Section 7. The Library Director, or his/her designee, will notify members of the Librarian's Association if their vacation request has been granted within 15 days of the request. Additionally, employees will not be required to arrange for their replacement while on vacation.

Section 8. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for the portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

Section 9. Employees who are eligible for vacation under this Article and whose services are terminated, and employees who retire, or enter the armed forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces occurred up to the time of the employee's separation from the payroll.

ARTICLE XVII: SICK LEAVE

Section 1. A full-time employee or permanent part-time employee regularly scheduled to work 12 or more hours per week and in continuous service who has completed six months of service shall be allowed six days leave with pay and thereafter shall be allowed leave of one and one-quarter days for each month of service, provided such leave is caused by sickness or injury or by exposure to contagious disease except as otherwise allowed in accordance with the provisions of this Article. There shall be no limit on accumulation of unused sick leave.

The benefits for permanent part time employees will be prorated according to the number of hours in their permanent work schedule and prorated according to the following schedule:

Hours per week	after first six months(accrued)	2 nd six months	1+ year(s)
12	14.4 hours	3 hours per month	36 hours per year
17	20.4 hours	4.25 hours per month	51 hours per year
20	24 hours	5 hours per month	60 hours per year
24	28.8 hours	6 hours per month	72 hours per year
27	32.4 hours	6.75 hours per month	81 hours per year

37.5	45 hours (6 days)	9.38 hours per month	15 days per year
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There will be no accrual of sick leave when an employee is in a no-pay status (unpaid leave of absences, etc.

Section 2. Sick leave shall be used only for the necessary absence of an employee as a result of his own sickness or injury except that employees can use up to four (4) days of accumulated sick leave per fiscal year in case of illness or injury to members of his/her immediate family. Any employee absent three (3) consecutive workdays or more shall be required to submit a doctor's certificate to the Town Manager or his designee prior to receiving sick leave pay. All sick leaves must be authorized by the Town Manager or his/her designee and reported on blanks provided. The Town may require a medical examination of any employee who reports his/her inability to report for duty because of illness. The Town agrees to assume the cost of any required exam.

Section 3. If a pattern of sick leave abuse exists of which the employee has been warned, the Town may take appropriate disciplinary action including, but not limited to, suspension or discharge.

Section 4. Employees who are going to be absent due to sickness or injury should provide at least two (2) hours notice to the Department Head or his designee in order to be eligible for paid sick leave except where circumstances prevent such notice from being given, in which case notice shall be given as soon as possible.

Section 5. Notwithstanding any provision of this Agreement to the contrary, injuries arising out of and in the course of employment as a Town employee, which necessitates absence from work, shall not be charged to sick leave, but shall be compensated in accordance with Worker's Compensation statutes. Any claims under said statutes shall not be subject to the grievance and arbitration provisions of this Agreement. Accumulated sick leave may be used to compensate for the difference between Worker's Compensation payments and the employee's regular rate. The Town may debit the employee's sick leave accrual by such amounts as it determines to be equitable in relation to such payment.

Section 6. Notwithstanding any provisions of this Agreement to the contrary, after six (6) months of employment, employees can use up to four (4) days per fiscal year as personal days. Except in case of emergency, a personal day must be scheduled in advance, requires 48 hours notice and must be approved by the Library Director. Personal days are intended for use only in cases of urgent personal business that cannot be handled outside of regular working hours.

This benefit for permanent part time employees will be prorated according to the number of hours in their permanent work schedule and prorated according to the following schedule:

Hours per week	hr. equal one personal day
12	2.4
17	3.4

20	4.0
24	4.8
27	5.4
37.5	7.5

Section 7. A complete and accurate record shall be maintained of each employee setting forth the dates used from his/her accrued sick leave and the number of his/her sick leave days remaining. Such record shall be available for inspection by each individual upon request.

Section 8. Sick days that employees have accumulated will remain in effect when this agreement is signed.

Section 9. Sick leave may be used by an employee participation in a certified alcohol or drug rehabilitation program.

ARTICLE XVIII: TERMINAL LEAVE

An employee whose service is terminated by retirement shall be allowed a portion of his/her accumulated sick leave as terminal leave. The following formula shall be used in computing the amount of terminal leave to be allowed a retiring employee:

- 1) Twenty-five (25) whole years of continuous full-time service shall be considered 100% service.
- 2) An employee who qualifies for terminal leave shall be entitled to the same percentage that the number of years of service bears to the 100% service factor of 25 years, provided, that in no case shall said leave be measured by more than 75 days accumulated sick leave, or fifteen work weeks, whichever is the lesser.
- 3) For employees hired after June 30, 2007, said leave shall be measured by no more than 25 days accumulated sick leave, or five work week, whichever is the lesser.

ARTICLE XIX: BEREAVEMENT LEAVE

Emergency leave with pay up to five (5) working days following day of death shall be allowed for an employee's immediate family (spouse, child, parent of either spouse); up to three (3) working days for other family (brother, brother-in-law, sister, sister-in-law, grandparents, grandchildren and person in the immediate household).

ARTICLE XX: JURY LEAVE

An employee shall provide the Library Head with as much notice as possible when called for jury duty and shall provide the Director with notice of the dates of such jury duty. Employees shall be compensated for jury duty in accordance with Massachusetts General Laws, Chapter 234A.

ARTICLE XXI: MILITARY LEAVE

An employee in the military reserve who has been granted a military leave of absence due to being called into active service will be compensated in accordance with Chapter 137 of the Acts of 2003 as adopted by the 2004 Annual Town Meeting.

ARTICLE XXII: MATERNITY LEAVE

Section 1. Every full-time and regular part-time employee who has completed the initial probationary period of employment shall be entitled to a leave of absence without pay or benefits for a period of twelve (12) weeks for purposes of giving birth, as per the Federal *Family and Medical Leave Act of 1993*. The employee must provide the Library Director with at least two (2) weeks notice prior to her expected departure date and indicate her intention to return to work after the leave.

Section 2. An employee who returns to work after a leave (for purposes of giving birth) of no more than 12 weeks shall be restored to her previous position with the same status, pay, length of service credit and seniority as of the date of her leave.

Section 3. Employees may use accrued sick leave benefits for disabilities related to pregnancy or childbirth under the same terms and conditions which apply to other temporary medical disabilities.

Section 4. An employee who is not otherwise on full pay status (that is vacation or sick leave), can continue group health insurance coverage during a maternity leave by paying the full premium cost in advance on a monthly basis.

ARTICLE XXIII: UNPAID LEAVE OF ABSENCE

The Library Director may, at his/her discretion, grant an employee who has completed the probationary period of employment a formal leave of absence without pay for medical, personal or other good and sufficient reasons. An employee seeking leave of absence shall submit a written request to the Library Director providing reasons why a leave is requested and how long a leave the employee is requesting. Such written request shall, except in case of emergency, be submitted to the Library Director at least four (4) weeks prior to the date on which the employee wishes to start the leave. The Library Director shall have discretion as to whether to approve a request for a leave of absence and as to the duration of any leave approved provided that such discretion shall not be exercised in arbitrary or capricious fashion. An approved leave of absence shall not constitute a break in service. However, an employee on an approved leave, other than a leave for military service, shall not accrue seniority or other benefits for the period

of the leave. An employee on approved leave will not be entitled to any benefit but can continue group health insurance coverage by playing the full premium monthly cost in advance.

ARTICLE XXIV: WORKER'S COMPENSATION

The provisions of all applicable state and federal laws concerning worker's compensation shall be in effect for employees covered by this Agreement. This Article shall not be subject to the grievance arbitration procedures.

ARTICLE XXV: SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe, clean and wholesome surrounding in all places of employment. At least once a week the Employer shall inspect the premises to maintain good housekeeping.

Section 2. The Employer shall at all times be concerned with the safety and health of the employees of their respective departments.

Section 3. If a piece of equipment is defective, worn or dangerous to operate because of its condition, the supervisor shall not permit its use until equipment is in proper working condition.

Section 4. When an employee reports any condition which he/she believes to be injurious to his/her health to the Library Director, the Library Director shall correct the situation.

Section 5. This Article shall not be subject to the grievance and arbitration procedure.

ARTICLE XXVI: INSURANCE

In accordance with General Laws Chapter 32B. the Town will maintain the current level of health and life insurance benefits during the term of this Agreement including its percentage share toward premium contributions. However, the Town reserves the right to change insurance carriers so long as the level of benefits is maintained. The Town will continue the current practice with respect to coverage in a Health Maintenance Organization.

ARTICLE XXVII: LONGEVITY

Full-time employees shall be paid annual longevity increments determined as follows:

Length of Service	<u>7/1/07</u>
Over 5 years but not over 10 years	\$ 500
Over 10 years but not over 15 years	\$ 800
Over 15 years but not over 20 years	\$ 900
Over 20 years but not over 25 years	\$ 1,000
Over 25 years	\$ 1,100

Longevity will be pro-rated for part-time employees. Longevity payments are to be made in two installments with one-half paid on the first day in December and one-half the first pay day in June.

ARTICLE XXVIII: COMPENSATION

Section 1. Employees covered by this agreement shall be compensated in accordance with the following wage schedule:

As of July 1, 2007 2.5%

<u>Position</u>	<u>min</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>max</u>
Librarian I (S-10)	17.27	17.79	18.33	18.88	19.44	20.03	20.63
Librarian I (S-11)	18.14	18.69	19.25	19.82	20.42	21.03	21.67
Librarian I (S-12)	18.86	19.42	20.01	20.61	21.23	21.86	22.52
Librarian II (S-13)	19.74	20.34	20.95	21.58	22.22	22.89	23.58

As of July 1, 2008 0.0%

Section 2. Increments

A) An employee shall receive the increment between his present rate and the next higher step rate as follows:

- 1) After completion of six months at the minimum or entrance rate.
- 2) Thereafter one year from the date of his/her previous increase until he/she attains the maximum rate of the range of the compensation grade to which his position class is assigned.
- 3) The increase in rate which this increment represents must be recommended by the Library Director and approved by the Town Manager.

- 4) The increase shall be based on performance of the employee during the preceding six-month or twelve-month period and not solely on length of service.

B) Any employee who is not recommended to receive the increment shall have the right to appeal to the Town Manager:

- 1) Upon receipt of such appeal, the Town Manager may initiate and approve the increment without the recommendation of the Library Director after hearing both the employee and the Library Director or may deny the appeal.
- 2) In the event of the Town Manager's denial of the appeal, the employee involved may appeal to the Town for a final decision at a subsequent Town meeting in a special article in the Town Warrant.

C) A new full-time employee denied an increment after six months continuous employment shall be considered again for such increment following completion of an additional six months continuous employment.

D) An employee receiving a promotion shall, upon assignment resulting from such promotion, receive the rate in the compensation grade of the new position next above his existing rate. If the resulting adjustment does not equal \$.05 per hour, the adjustment shall be to the second rate above the existing rate but within the compensation grade of the new position.

E) The employee receiving a promotion and adjustment in rate pursuant to the provisions of the preceding sub-section shall receive the next increment of his compensation grade effective following completion of six months at the rate resulting from the promotion.

F) The Town Manager may authorize an entrance rate higher than the minimum rate upon recommendation of a department head, supported by evidence in writing or special reasons and exceptional circumstances.

Section 3. Work in a Higher Grade An employee assigned by the Library Director to work in a higher grade shall, after the third consecutive day and commencing with the first consecutive day, be paid for work in the higher position at that step which provide an increase over his regular rate of compensation.

Section 4. Educational Incentive An employee pursuing or having attained an accredited Masters Degree in Library Science will be assigned to the appropriate compensation grade based upon graduate course credits in accordance with the following schedule:

Librarian I (0 to 11 hours graduate credit)	Grade S-10
Librarian I (12 to 23 hours graduate credit <u>or</u> a graduate degree in a related area of study)	Grade S-11
Librarian I (24 hours to M.L.S.)	Grade S-12

ARTICLE XXIX: PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT PROGRAM

In order to encourage library professionals to continue their education, participate in professional associations, attend conferences and programs, and participate in other professional activities the Town shall make an amount of no more than \$7,000 per fiscal year available during the term of this contract to reimburse employees for approved costs relating to such professional/educational activities. The funds will be equally divided among the Library professional staff (Youth Services Librarian, Reference Librarians (3), Head of Circulation, Community Services/Outreach Librarian, and Technology Librarian.)*

*Eligible employees must work 17 hours per week and have completed one full year of continuous service with the Town as a professional librarian, prior to making the application.

Participation in the Professional Development and Tuition Reimbursement program requires the annual completion of the following procedures:

- 1) Each Library professional should submit to the Library Director for approval of expenditure for tuition reimbursement, participation in professional associations, conferences fees and programs, and other professional activity fees.
- 2) If approved, the Library Director shall forward all information along with the signed application to the Town Manager for final approval.
- 3) Notice of final approval will be given to the employee and Library Director with a copy being placed in the employee's file.

In May of each contract year, if all funds have not been allocated, another round of submittals for expenditures will commence. Employees who have participated in the Professional Development and Training reimbursement program and who have incurred Professional and Development and Training costs in excess of \$1,000 will receive an additional entitlement, up to their non-reimbursed total costs incurred, subject to the availability of budgetary funding. If two or more employees participate in the tuition reimbursement program, the balance of funds abatable under this provision will be allocated between all employees participating.

Tuition Reimbursement:

- 1) The schedule of courses selected must not interfere with the employee's normally assigned working hours. Time off with pay will not be allowed for an employee to attend courses in connection with the Tuition Reimbursement Program. No meal or transportation allowance shall be given.
- 2) Employee participation in a degree program will be allowed to complete all courses necessary for the award of the degree as long as the degree being sought is job related.

Employees participating in individual courses for continued improvement in specific skills will have to prove the job-related nature for each individual course.

- 3) The Town shall require all employees approved to participate in the program to agree to an obligation of continued employment based upon the following schedule: The obligation period shall be one month for each credit earned.

Library professionals may apply to the Library Director for funds to cover all or part of the costs of membership in professional associations including, by way of example: Massachusetts Library Association (MLA), New England Library Association (NELA), American Library Association (ALA), and North of Boston Society (NOBS).

Library professionals may also apply to the Library Director for funds to cover all or part of the cost of professional activities including the costs of attending programs, courses, conferences or meetings, or participating on a committee or in other activities sponsored by a professional association, library, school or educational institution. Advance approval must be obtained from the Director for the cost and scheduling of any such professional activities.

ARTICLE XXX: MISCELLANEOUS

Section 1. Appropriations. No money shall be paid under this Agreement in any particular fiscal year unless and until an appropriation has been made therefore. Further, where the cost items of the Agreement are not fully funded for particular fiscal year, the parties will return to the bargaining table for further negotiation.

Section 2. Savings Should any provision of this Agreement be found in violation of the law, said provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect.

Section 3. Required Workshops or Programs The Library will reimburse employees for the cost of any course, workshops or programs which the Library Director requires them to attend. Employees shall receive his/her regular hourly rate of pay during regular working hours or compensatory time when the course, workshop or program is not during regular hours.

An employee pursuing an accredited graduate level degree or approved course work is eligible for reimbursement of tuition in accordance with the program outlined in Article XXIX.

Section 4. Reporting Pay Any employee who reports to work in accordance with his/her schedule and who has not previously been notified shall be guaranteed three hours pay at his/her regularly hour rate. If an employee is sent home for lack of work he/she shall be paid a minimum of three hours pay at his/her regular rate of pay.

Section 5. Inclement Weather If work is canceled because of inclement weather, the Employer agrees to pay the employee his/her regular rate of pay for said day.

Section 6. Mileage Reimbursement Employees using their own personal vehicle for “Town” business shall be reimbursed at the Town established reimbursement rate in effect at that time.

Section 7. Language for Substitutes If there are open shifts, the following protocol will be followed:

- 1) All open shifts will be first offered to all Professional Librarian union members by seniority on a rotation system dropping down one name each time a shift is available.
- 2) If not filled, shifts will be filled from the substitute list

Substitutes must meet the basic requirements and qualifications and/or possess the relevant library experience for the position they are filling. Pay scales for substitutes are based on qualifications and experience and will be paid at the entry level.

Section 8. Job Descriptions The Professional Librarian job descriptions, dated July 1998, were accepted and are in effect.

ARTICLE XXXI: CLEANING ALLOWANCE

The Town shall provide a cleaning allowance of \$100 to employees covered by this Agreement. The cleaning allowance shall be paid in the first pay period of each December during the term of this agreement.

ARTICLE XXXII: PERFORMANCE EVALUATION

A committee consisting of two representatives of management and two representatives of the union shall meet for the purpose of developing performance evaluation procedures and instrument. Such procedures will be reduced to writing and will be incorporated into this agreement. The evaluation procedures and instrument will be in place and ready to use by January 1, 2003.

ARTICLE XXXIII: FAMILY MEDICAL LEAVE ACT

The Town shall have the right to adopt policies and procedures consistent with this statute as long as such policies and procedures are not inconsistent with such statute.

ARTICLE XXXIV: HEALTH INSURANCE

- 1) As of July 1, 2005 for HMO Blue (or any other offered health maintenance organization) the following plan benefit changes will take effect: doctor office visit co-payments will be \$10, emergency room co-payments will be \$50 and a three-tier prescription drug system (\$10-\$20-\$35) will be implemented.

These plan benefit changes will take effect 60 days subsequent to ratification by all other municipal and school bargaining units of these provisions but no sooner than July 1, 2005.

- 2) As of July 1, 2006 the employee percentage contribution for HMO Blue (or any other offered health maintenance organization) will be 14% for the Family coverage and 12% for the Individual coverage. This change will be implemented on date specified.
- 3) As of June 30, 2007 (at 11:59p) the employee percentage contribution for HMO Blue (or any other offered health maintenance organization) will be 15% for the Family coverage and 14% for the Individual coverage. This change will be implemented on date specified.

ARTICLE XXXV: STABILITY OF AGREEMENT

Section 1. No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or the Union to future performance of any such term or provision, and the rights and obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE XXXVI: DURATION

This Agreement shall be effective as of July 1, 2007, and shall continue in full force and effect until and including June 30, 2009, but in no event thereafter. On or after December 1, 2008, either party may notify the other of its intention to commence bargaining for a successor agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

This Agreement represents the entire Agreement of the parties and may not be re-opened except as provided herein during its term.

Executed this ____ day of November, 2008.

AFSCME, COUNCIL 93

TOWN OF NORTH ANDOVER

Mark H. Rees, Town Manager

BOARD OF SELECTMEN

Rosemary C. Smedile, Chairman

Mark J.T. Caggiano

Daniel Lanen

Richard Nardella

Tracy Watson