

AGREEMENT
BETWEEN
THE TOWN OF FRAMINGHAM
AND
FRAMINGHAM PUBLIC LIBRARY EMPLOYEES
SEIU LOCAL 888
Effective
July 1, 2016 to June 30, 2019

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into by the **Town of Framingham**, hereinafter referred to as the "*Employer*", and **Framingham Library Staff Association**, Local 888, Service Employees International Union, CTW-CIO, CLC, hereinafter referred to as the "*Union*", has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The term "*employee*" when used in this Agreement shall mean those employees of the Town hereinafter described.

ARTICLE II

RECOGNITION

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, and temporary employees, excluding the Director, Assistant Director, Administrative Assistant, Secretary to the Director, pages and all employees currently represented by the Association of Municipal Personnel, in accordance with MCR-3884. The employer and the union recognize the right of any employee to become a member of the union and will not discourage, discriminate or in any other way interfere with any employee in the exercise of those rights. The employer will advise all new employees, at the time of their employment, that the union is their bargaining representative and will notify the union in writing of the name and classification of each new employee.

ARTICLE III

MANAGEMENT RIGHTS

The union recognizes the right of the Town and its representatives to manage the Library and direct employees covered by this Agreement. The Town shall select and

determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Town.

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

The Town shall have the right to appoint, promote, assign and transfer employees; establish qualifications and specifications for positions and to determine the necessity for filling a vacancy; direct employees; take disciplinary action against employees for just cause; relieve employees from duties because of lack of work, lack of money, or other legitimate reasons; maintain and improve the efficiency of governmental operations; set standards for quality of service; determine the facilities and methods by which the employer's operations are to be conducted, including but not limited to library locations and hours, employee work schedules, and the use of pages and part-time employees; and promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement provided that such rights will not be exercised in conflict with the Agreement.

ARTICLE IV

NO STRIKE CLAUSE

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by herself/himself or by any other employee in accordance with Chapter 150E.

ARTICLE V

NON-DISCRIMINATION

The Town and Union agree that they will continue their present policy and practice of not discriminating against any employee because of union membership and activities or the lack of membership or the refraining from engaging in union activities. Further, the Town and Union agree that they will continue their present policy and practice of not discriminating against any employee because of race, color, creed, national origin, ancestry, sex, religion, handicap, sexual

orientation or age as provided by law.

ARTICLE VI

DUES DEDUCTION AND AGENCY SERVICE FEE

Section 1.

The Union dues of employees covered by this Agreement will be deducted by the employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such 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. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time.

Section 2.

In accordance with the provisions of General Laws, Chapter 180, Section 17G, the employer also agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided above.

Section 3.

Providing there is no equipment breakdown or personnel shortage, the Town shall remit to the Union Treasurer by the second pay period of the succeeding month the deducted union dues and agency fees, together with a list of the employees from whose wages, such union dues and agency fees shall have been deducted and the amount of such deductions. The Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 180 of the General Laws. The Union further agrees that it shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this Section.

The dues/service fee check shall be accompanied by a copy of all bargaining

unit Personnel Action forms generated during that previous month.

ARTICLE VII

DISCIPLINE

Employees shall not be disciplined or discharged except for just cause. No notice of reprimand shall be placed in an employee's file unless first shown to the employee. An employee shall have the right to inspect his or her personnel file. An employee shall also have the right upon request to have a union representative present at any meeting in which disciplinary action is taken.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1.

A "*grievance*" is hereby defined to mean a dispute involving the meaning, interpretation, violation or application of this Agreement.

Section 2.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Union shall permit the aggrieved party or parties to proceed to the next step. A working day shall be Monday through Friday, excluding holidays.

Section 3.

Failure at any step of this procedure to appeal the decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4.

No reprisal of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any members of the Union or any other participant in the grievance procedure by reasons of participation.

Section 5.

Procedure:

Step 1: The grievance shall be presented by the Union in written form to the Director within ten (10) working days after the occurrence of the matter which gave rise to the grievance, or ten (10) working days after the employee first should have known of such occurrence, whichever is first. The Director shall hold a meeting on the grievance with the employee and the representative(s) of the Union within ten (10) working days of receipt of the written grievance. The Director shall give his/her answer in writing within ten (10) working days of the date of the meeting.

Step 2: If the reply does not resolve the grievance, or the Director fails to reply, the Union within ten (10) working days may refer it to the Town Manager or designee. The Town Manager and/or **its** authorized representative, a representative from the Supervising Board where applicable, the employee and the representative(s) of the Union will meet within ten (10) working days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance. The response shall be due in writing within ten (10) working days of the date of the meeting.

Step 3: If the reply does not resolve the grievance, or the Director fails to reply, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. A written demand for arbitration must be received by the Town within thirty (30) calendar days of receipt of Step 2 answer or when Step 2 answer was due, whichever is first. The decision of the arbitrator on all questions of fact shall be final and binding on both parties. The arbitrator shall not have the power to amend, add to, or alter the provision of the agreement but shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision

shall be consistent with the provisions of this Agreement.

Section 6.

No employee shall have the right to require arbitration, that right being reserved to the Union and the employer.

Section 7.

The employer will make available to the arbitrator, upon request, records, which are pertinent to the grievance and are not, in the opinion of the employer, of a confidential nature.

Section 8.

Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

Section 9.

Any of the time limits set forth herein may be extended by mutual written agreement of the parties.

ARTICLE IX

HOLIDAYS

Section I.

The following legal holidays shall be deemed to be paid holidays for employees eligible under this Agreement:

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

1/2 day off day before Christmas* Christmas Day

(*12:00 p.m. (noon) release on the last working day before Christmas.)

**The day after Thanksgiving is a regular work day. However, if Town Hall is closed on that date, all bargaining unit members shall be entitled to take another day as a 'floating holiday.'"*

In addition to the above, an employee will be given an additional one-half (½) day off to be taken at a time to be determined by the Director, and subject to the requirements of adequate staffing as determined by the Director.

When any of the above holidays fall on Sunday that holiday will be recognized and observed on Monday following that Sunday. When one (1) of these days falls on Saturday, the preceding Friday will be observed as the holiday by the Town Departments.

An employee is credited with another day of vacation when one (1) of the above holidays fall during his/her vacation leave.

Time worked on a holiday shall be paid at time and one-half (1Y2) the regular hourly rate in addition to pay for that holiday. Effective July 1, 1998, any employee who works on the Saturday of a holiday weekend, shall receive Sunday differential pay.

Except as provided below, the Library will close at 5:00 P.M. the day before all holidays, and will close on the Saturday before Memorial Day and the Saturday before Labor Day.

The Library will remain open until 9:00 P.M. on the night before Veteran's Day whenever Veteran's Day falls on Tuesday through Friday. On the evening before Veteran's Day, when the Library is open until 9:00 P.M., all permanent employees shall receive Sunday shift differential pay for all time spent working past 5:30 P.M.

When Christmas falls on a Saturday, the library will remain open until 9:00 P.M. on the Thursday, December 23. When New Year's Day falls on a Saturday, the library will remain open until 9:00 P.M. on Thursday, December 30.

Section 2.

Part-time employees covered by this Agreement and working the schedule of twenty (20) hours per week but less than the established weekly hours shall be eligible for holiday pay in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours.

ARTICLE X

VACATION LEAVE

The following vacation plan will apply to all full-time permanent employees covered under this Agreement:

Section I.

Regular full-time permanent employees, except as hereinafter provided, shall be entitled to vacation with pay in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation with Pay</u>
Six (6) months.....	One (1) week
More than one (1) year but less than five (5) years.....	Two (2) weeks
More than five (5) years but less than ten (10) years.....	Three (3) weeks
Ten (10) years or more.....	Four (4) weeks
Twenty (20) years or more.....	Five (5) weeks

Employees after completion of six (6) months of service may take one (1) weeks' vacation.

A one-time adjustment may be made for an employee who is converted from another eligibility date to anniversary date of eligibility. No employee shall receive more or less

vacation than is due under this Article because of such conversion.

Section 2.

Permanent part-time employees covered by this agreement working a scheduled work week of twenty hours (20) or more, but less than the established weekly hours shall be credited with paid vacation leave under the above schedule in the same proportion that the scheduled hours of the employee bear to the established hours of the department.

Section 3.

Vacation must be taken in the year following the employee's eligibility, except that, with written notice to the Library Director prior to the end of the vacation year, an employee may carry over one (1) week of unused vacation. For example, an employee who completes two (2) years of continuous service on August 15 must take a minimum of all but one (1) week of his/her two (2) weeks' vacation during the period August 16 through August 15 of the following year. Vacation may not be accumulated from year to year - except that one (1) week of vacation may be carried over from one (1) year to the next. In addition, further arrangements for vacation carry over may be made for unusual circumstances and with the approval of the Director. The time for taking vacation shall be at the discretion of the Director.

Section 4.

Employees entitled to vacation leave benefits who terminate in good standing with written notice of thirty (30) days for professional employees and fourteen (14) days for non-professional employees to the Town, or who retire or are laid-off, shall be entitled to pro-rata vacation of one-twelfth (1/12) of eligibility for each month of service since their most recent anniversary date.

Such employees, under the conditions set forth above, also shall be paid vacation pay equivalent to any unused earned vacation leave credited to him/her at the time of his/her severance.

Section 5.

For purposes of this Article, an employee's anniversary date shall be the date on which such employee begins work with the Town of Framingham and becomes eligible for vacation benefits.

Section 6.

Newly hired permanent employees who have worked as permanent full-time employees in other town or city libraries shall be able to apply all years during which they have paid into the public employee retirement system towards calculating vacation to which they are entitled. Those who worked previously as permanent part-time employees in other town or city libraries shall be able to count years of service as above on a pro-rated basis.

ARTICLE XI

SICK LEAVE

Section 1.

a) During the term of this Agreement sick leave shall accrue to full-time permanent employees at the rate of one and one-quarter (1 and ¼) days per month.

b) Accrual of sick leave is based on each full calendar month of employment.

Section 2.

Permanent part-time employees covered by this Agreement working a scheduled work week of twenty (20) hours or more but less than the established weekly hours shall accrue sick leave in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours.

Section 3.

An unlimited number of sick days may be accumulated.

Section 4.

In the event an illness extends beyond five (5) consecutive workdays, a doctor's certificate shall be required as to nature of illness, the condition of the employee, and the ability of the employee to resume work.

When the Director has reason to believe that there is a pattern of sick leave abuse, she/he may require the submission of a doctor's certificate for future illnesses in that fiscal year.

Section 5.

The Framingham Public Library Sick Bank Policy is attached.

Section 6.

Up to seven (7) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents, and members of the employee's immediate household due to serious illness. After five (5) consecutive working days a doctor's certificate may be required. Every effort will be made by the employee to effect alternative arrangements.

Section 7.

An employee who uses no sick leave in any fiscal year shall accrue five (5) extra sick leave days for that fiscal year or twenty (20) sick leave days in all for that fiscal year.

Section 8.

Accrued personal sick leave may be used to supplement Workers' Compensation benefits.

Section 9.

Upon ordinary retirement or death, a bargaining unit member or her/his heirs shall be entitled to a buy-back of the employee's unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days (e.g. if the employee had one hundred and twenty (120) days of unused accumulated sick leave, she/he would be entitled to a buy-back of four (4) days). The maximum value of such buy-back is forty (40) days or three thousand dollars (\$3,000.00). For purposes of buy-back one (1) day shall consist of one (1) day's pay at the employee's prevailing rate of pay.

Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the Town at least four months written notice of his/her intent to retire accompanied by the

actual filing of his/her retirement papers, shall be entitled to buy back an additional twenty days of unused, accumulated sick leave, using the same formula as is set forth above. In such case, the maximum value of such buy-back shall be \$6000.

Section 10

Any remaining days that the retiring employee is not entitled to under the buy-back section of the contract shall be added to the Library Staff Sick Bank.

Section 11

An employee may be granted up to a maximum of sixty (60) sick leave days per request. Employees may request an extension if granted less days than requested. The committee will reconvene to review documentation for requested extension of sick leave bank time.

ARTICLE XII

WAGES

FISCAL YEARS 2016 - 2019

ANNUAL SALARY SCHEDULE - LIBRARY

SEE ADDENDUM A

July 1, 2016	0%
July 1, 2017	1%
July 1, 2018	1%

Effective July 1, 2016 the wages on the attached annual salary schedule shall reflect an increase of 0% over the June 30, 2016 wages.

Effective July 1, 2017 the wages on the annual salary schedule shall reflect an increase of 1% over the June 30, 2017 wages.

Effective July 1, 2018 the wages on the annual salary schedule shall reflect an increase of 1% over the June 30, 2018 wages.

New pay schedule effective 7/1/2016.

Section I.

Effective July 1, 1992 temporary employees (substitutes) who have worked Fifteen hundred (1,500) hours from date of hire shall be eligible to move on the step system for every fifteen hundred (1,500) hours worked. After the initial move, employees will be eligible to move no more than once every twelve (12) month period. Substitutes can carry over accumulated hours from year to year.

Section 2.

Employees shall be entitled to an IRS Section 125 Plan.

Section 3.

Educational Incentive

1. Library personnel shall annually receive on completion of hours of credit at a graduate school of Library Science while in the service of the Town of Framingham:

12 credit hours	\$200.00
24 hours credit	\$200.00
36 hours credit	\$300.00

This is to be cumulative and to be added to any step of those job classifications which do not require a graduate degree in Library Science as a part of job qualifications.

2.Effective 7/1/2018, the Education stipend will be deleted from the contract and added to the pay schedule. (This will be rolled into base pay only to the ones who get it – step dates will be adjusted to make up for it going away).

Section 4.

Permanent employees shall receive the following shift differentials: **Effective in FY 2018:**

Evening shift (all hours worked after 5:00 p.m.).....\$1.50 per hour
 Effective 7/1/2017: Saturday shift differential.....\$3.75 per

hour

Effective 9/1/2017: Sunday shift differential.....\$9.75 per hour

Effective 7/1/2017 Sunday and summer Saturday shift differential \$9.75 per hour

Effective 7/1/2017 Supervisor Sunday and Summer Saturday Shift Differential.....\$15.50 per hour

The Director shall designate the supervisor for the purpose of this provision.

Effective 7/1/2017 Friday night, Saturday, and Sunday Program Supervisor Differential.....\$15.25 per hour

Effective 7/1/2017 Night Shift Differential will begin at 5:00pm.

Effective in FY 2019:

Effective 7/1/2018: Saturday shift differential.....\$4.00 per hour

Effective 9/1/2018: Sunday shift differential.....\$10.00 per hour

Effective 7/1/2018 Summer Saturday shift differential\$10.00 per hour

The Director shall designate the supervisor for the purpose of this provision.

Effective 7/1/2018 Friday night, Saturday, and Sunday Program Supervisor Differential.....\$15.50 per hour

For the purposes of this article summer shall be defined as July and August and inclusive of the Labor Day weekend.

All temporary employees (substitutes) shall receive an additional \$6.00 per hour for

all worked performed on Sundays and summer Saturdays.

Section 5.

Paid release time and paid compensatory time shall be allowed for attendance at job related courses and shall be prorated for part-time employees at the discretion of the Director.

Section 6.

When an employee's position is reclassified, the employee shall be placed on the step in the new classification which would provide a raise at least equal to one (1) step above the step she/he held in the prior classification plus any education incentive which will no longer be received in the new classification. If she/he was at maximum, she/he shall be placed at the step in the new classification that would provide an increase at least equal to the difference between maximum and the next lowest step in that prior classification plus any education incentive which will no longer be received in the new classification. She/he shall then be eligible for a step increase on the anniversary of the effective date of reclassification. The Town and the Union agree to establish a Reclassification Committee whose sole purpose shall be to make recommendations relating to the reclassification of positions at the Framingham Public Library. The parties agree that this Committee shall begin work within ninety (90) days after ratification of this contract.

Section 7.

The parties agree to create an Education Committee to review and recommend language for education incentives for next collective bargaining agreement as of 7/1/2016. The Committee will be comprised of:

- Three members of management – to be decided by the Town of Framingham
- Three members of the bargaining unit – to be decided upon by the bargaining unit

Section 8.

The parties agree to create a Language Committee to review and recommend language for an incentives for employees who speak other languages and use their skills to translate information for library patrons for the next collective bargaining agreement as of 7/1/2016. The Committee will be comprised of:

- Three members of management – to be decided by the Town of Framingham
- Three members of the bargaining unit – to be decided upon by the bargaining unit

ARTICLE XIII

HOURS OF WORK

Section 1.

The regular workweek for full-time employees shall consist of five (5) days, which may or may not be consecutive, totaling thirty-seven and one-half (37¹/₂) hours within a calendar week, beginning on Monday. The usual work day shall consist of eight (8) hours of work or less scheduled between the hours of 8:00 a.m. and 9:30 p.m., Monday through Friday; 8:00 a.m. and 6:00 p.m. on Saturday; and Noon and 6:00 p.m. on Sunday. The Town retains the right to schedule hours of duty in accordance with work requirements of the Library. Consistent with past practice, the Director will cover Sunday work with employees who elect to work on Sundays. Permanent employees shall not be required to work Sundays during the work year except in the case of an emergency as determined by the Director.

Permanent employees shall not be required to work Saturday or Sunday except in the case of an emergency as determined by the Director, during the summer months of July and August up to and including Labor Day weekend.

Section 2.

Part-time employees can be required to work more than their regularly scheduled hours and be called in as needed by Library schedules. Whatever additional part-time work is required shall be equitably assigned after having given due consideration to the personal needs of the employees involved.

Section 3.

The Town may, apart from the above, establish from time to time different work schedules and hours of work for individual employees after consultation with the Union and after having given due consideration to the convenience of the employee involved.

Section 4.

Employees shall be allowed a fifteen (15) minute rest break in each one-half (1/2) shift.

Section 5.

Overtime pay at the rate of one and one-half (1 and 1/2) times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in the work week.

ARTICLE XIV

BEREAVEMENT LEAVE

Eligible employees will be granted a period of five (5) work days' absence, if necessary, without loss of pay each time there is a death in the employee's immediate family. Additional days without loss of pay, if needed, may be granted at the discretion of the Director.

Immediate family shall be defined as the employee's spouse, children, mother, father, and members of the employee's immediate household.

Eligible employee will be granted a period of three (3) work days' absence, if necessary, without loss of pay each time there is a death of a sister, brother, grandchild, grandparents of either employee or spouse, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

When there is a death in the family other than those listed above, bereavement leave may be granted at the discretion of the Director.

ARTICLE XV

PERSONAL DAY

Section 1.

Each full-time employee covered by this Agreement will be granted two (2) personal days in each fiscal year.

These personal days are for personal use without loss of pay and are to be taken at a time reasonable to the Director in order that the employee's absence will not interfere with the operation of the Department.

Section 2.

Part-time employees covered by this Agreement who work on a schedule of twenty (20) hours per week or more but less than the established weekly hours, will be eligible for two (2) one-half (1/2) days or one (1) single day as a personal day in each fiscal year.

Section 3.

An employee covered by this Agreement including those entitled to five (5) weeks of vacation who uses three (3) days or less of his/her available and earned sick leave for the period commencing July 1st through and inclusive of the following June 30, shall be entitled to one (1) additional personal day to be taken during the twelve month period commencing the following July 1.

Section 4.

New full-time employees shall be eligible for personal days after completion of the probationary period. If such period ends before January 1, two (2) personal days will be granted for the remainder of the fiscal year. If such period ends on or after January 1, one (1) personal day will be granted for the remainder of the fiscal year.

New part-time employees shall be eligible for personal days after completion of the probationary period. If such period ends before January 1, two (2) one-half (1/2) or one (1) single personal day will be granted for the remainder of the fiscal year. If such period ends on or after January 1, one-half (1/2) personal day will be granted for the remainder of the fiscal

year.

ARTICLE XVIc

LEAVES OF ABSENCE

At the discretion of the Director, leaves of absence may be granted consistent with the terms of the Town bylaw.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

Section 1.

After completion of one (1) year of continuous employment, a permanent employee may be granted a leave of absence without pay, not to exceed one (1) year, at the discretion of the Director and with the approval of the Board of Library Trustees for the purpose of caring for a sick member of the employee's immediate family as that term is defined in Article XV or for one's own health reasons.

Section 2.

After three (3) years of continuous employment in the Town an employee may be granted a leave of absence without pay not to exceed one (1) year for personal reasons at the discretion of the Director. The exercise of this discretion will be reasonable. The employee shall specify the reasons for the leave request in writing.

Section 3.

All benefits, accrued or otherwise, to which an employee was entitled prior to any leave taken under this Article will be restored to her/him upon return. The period of unpaid leave will not be credited toward seniority. The employee shall be returned to the position and step on scale she/he held prior to the leave unless the position has been eliminated by a reduction in force.

ARTICLE XIX

DOMESTIC VIOLENCE LEAVE

The Town of Framingham is committed to providing victims of domestic violence job protected leave to all employees, full or part-time, consistent with Town policies and Massachusetts General Laws, Chapter 149, Section 52E.

ARTICLE XX

JURY DUTY

The Town agrees to compensate an employee on jury duty with regular salary. Any compensation received for jury duty shall be turned over to the Town, except expenses. During the employee's jury duty period, the employee is expected to work any period of his or her regular daily shift when not on jury duty, not to exceed the regular hours scheduled for that day including travel time.

ARTICLE XX

FILLING POSITIONS

Section 1.

Vacancies and/or newly created positions in the bargaining unit will be posted on department bulletin boards, for a period of seven (7) working days.

Section 2.

Employees of the bargaining unit having the qualifications to fill a posted position and desiring to be considered shall apply in writing to the Director.

Section 3.

The selection of an employee to fill a vacancy shall be made on the basis of qualifications (including education and degrees where applicable), length of service and experience in the field and in the system, skill and ability. The Town will be the sole judge of the foregoing criteria, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.

Section 4.

Employees of the bargaining unit will be considered before an individual from outside is appointed to fill a vacancy, but the Town reserves the right to hire applicants not covered under the Agreement.

Section 5.

Any employee, who applied for a position which was posted, and not selected, shall be given reasons for denial in writing if he/she so requests.

Section 6.

The first six (6) months of continuous employment after the initial hiring date shall be considered a probationary period. The Town reserves the right to terminate any employee before the end of the probationary period if in the judgment of the director he or she is not qualified to perform the duties of the position. Such termination shall not be subject to the grievance procedure of this Agreement.

Section 7.

Upon promotion, an employee shall be placed on the step in the new classification that would provide a raise at least equal to one (1) step above the step she/he held in the prior classification plus any education incentive which will no longer be received in the new classification. If she/he was at maximum, she/he shall be placed at the step in the new classification that would provide an increase at least equal to the difference between maximum and the next lowest step in that prior classification plus any education incentive which will no longer be received in the new classification. She/he shall then be eligible for a step increase on the anniversary of the effective date of reclassification.

Section 8.

The library administration may provide In-Service Training for all staff.

Section 9. Unfilled Vacancies

If a funded position within the bargaining unit is not posted within two (2) weeks after it has been vacated, the Chapter Chair may request a written response from the Director in regards to the intentions of filling said position. The Director shall respond, in writing, within

two (2) weeks, to the best of their knowledge.

ARTICLE XXI

GROUP INSURANCE

This bargaining unit shall have the right to have a member on the Employee's Group Insurance Advisory Committee in accordance with the terms of Massachusetts General Laws, Chapter 32B.

ARTICLE XXII

UNION REPRESENTATIVE

Section 1.

The Union shall furnish the Employer with a written list of Union Representatives immediately after the designation of such representatives; and the Union shall notify the Employer of any changes in the list of representatives.

Section 2.

The Union Officers shall be granted reasonable time off from work with full pay for the purpose of meeting with management to present and adjust grievances at levels one, two and three of the grievance procedure. Permission for time off shall be requested as far in advance as possible except in emergency situations and where practical no less than twenty-four (24) hours in advance of the proposed meeting time.

Section 3.

If collective bargaining meetings with management are scheduled during working hours, members of the bargaining team will be excused from work with full pay to attend such meetings.

Section 4.

Two (2) union representatives will be granted reasonable time off with pay for

the purpose of attending the annual union convention.

Section 5.

The Town shall provide fifty (50) hours, in the aggregate, of paid release time, annually, for union officials and representatives to attend union training, bargaining preparation meetings and for other union business with prior notification to the Library Director.

ARTICLE XXIII

SENIORITY

The length of service of the employee with the Town of Framingham shall determine the seniority of the employee, regardless of whether she/he is permanent part-time or full-time. Separate seniority lists shall be kept for Professional and Non-Professional employees. If an employee moves from a position on one list to the other, seniority shall be based on original date of hire.

ARTICLE XXIV

LAYOFF AND RECALL

Section 1.

In the case of a staff reduction, the Town will determine which positions shall be discontinued or eliminated. It is recognized that when making layoffs, the Library Director is entitled to retain proven qualified employees to meet the staffing needs of the Library. In no instance shall a permanent position be eliminated and any or all of the hours assigned to a substitute employee. In deciding which of two or more qualified employees shall be retained, seniority shall govern with layoffs made in order of inverse seniority from two separate seniority lists (Professional, Non-Professional), with no right to bump from one list to another.

Section 2.

Laid off employees shall be allowed to maintain group insurance coverage as provided by federal and state statutes.

Section 3.

The Library shall provide the Union and the affected employee(s) with notice of a reduction in force no less than thirty (30) calendar days prior to the effective date of the reduction. The Library and the Union shall meet within five (5) working days of such notice to provide reasons for the action and to negotiate the impact of the action.

Section 4.

In the event of a layoff, the affected employee may elect to bump the least senior employee in her/his classification, who is less senior than the affected employee, whose job she/he is qualified to perform. If there is no such employee, the affected employee has the right to bump the least senior employee, who is less senior than the affected employee, in any lower classification in the bargaining unit whose job she/he is qualified to perform.

Notwithstanding the foregoing, no employee shall be required to bump into or accept a position that would result in a change in the number of hours the affected employee has been working. The affected employee may choose instead to bump the least senior employee, as described above, who works the same number of hours.

A laid off employee has the right to refuse a vacancy in a lower classified position or of a different number of work hours than the position from which she/he was laid off without jeopardy to unemployment benefits or recall rights.

These procedures shall also apply to employees displaced through bumping.

Section 5.

An employee is qualified if she/he meets the minimum requirements in the posted job description and is able to perform the duties of the position, as defined in the job description, within six (6) work weeks of commencing such duties. The determination of qualification shall be made by the Assistant Director. An employee may appeal a determination of not qualified to the Library Director, and such determinations are subject to the grievance procedure.

Section 6.

In the event of a recall, employees shall have the right to return to their former positions in accordance with their seniority within classifications. In the event a position becomes vacant or is restored to the bargaining unit and there are no employees in that classification who are laid off and are qualified to do the job and accept the position, then other employees who are laid off and are qualified to do the job shall in order of their seniority be given preference to fill said position before any new employees are hired.

Employees shall be notified of a recall by certified mail to their last address of record left with the Town. An employee who is on layoff status and who fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension has been granted by the Library Director.

Section 7.

If an employee who has been laid off or bumped accepts a position in the same or a lower classification and their original position is restored, they shall have the right to return to their former position in accordance with their seniority within the classification.

Section 8.

Upon return to work, all benefits, accrued or otherwise, to which an employee was entitled prior to layoff shall be restored. The period of layoff shall not be credited toward seniority.

ARTICLE XXV

TRANSFERS

Transfers shall be made at the discretion of the Director based on the needs and requirements of the Library system. Due consideration shall be given to the personal needs of the employees involved. The Director agrees to notify the Union when making permanent transfers.

ARTICLE XXVI

PARENTAL LEAVE

Consistent with current practice, the Town will provide parental leave in accordance with Massachusetts General Laws, Chapter 149, Section 105D and the Town's published Policy on Parental Leave. Parental Leave will run concurrently with the Town of Framingham Family Medical Leave as outlined in policy.

ARTICLE XXVII

WORKING CONDITIONS

The Town and the Association recognize that it is important for employees to work in clean, safe, well ventilated, and well-lit areas in which the temperature is maintained at an acceptable level, and the Town agrees to exert good faith and reasonable effort to provide such working conditions. However, the Director in his/her discretion shall decide what constitutes acceptable working conditions and what improvements, if any, shall be effected, and said decision shall be final. In addition, the Director in the exercise of his/her discretion may decide to close the Library or reduce the size of the work force due to outside weather conditions.

ARTICLE XXVIII

BULLETIN BOARDS

Bulletin boards shall be provided for the use of the Union.

ARTICLE XXIX

COPE, POLITICAL EDUCATION FUND

The Employer will honor voluntary contribution deduction authorizations from employees in the bargaining unit for contributions to SEIU Committee On Political Education (COPE). The employer, upon demand of the Union and a forty-five (45) day notice in writing to the employer, will deduct the authorized amounts from individual employees' paychecks and promptly remit those sums to SEIU, Local 888, along with a list of employees who have had amounts deducted and amounts for each of those employees.

ARTICLE XXX

STUDY COMMITTEE

The parties agree to continue the joint committee previously established consisting of two (2) representatives appointed by each party to discuss the subject of performance evaluation.

ARTICLE XXXI

PROFESSIONAL EXCUSED TIME

Employees may be granted a leave of absence with pay to attend such professional meetings as contribute to their continuing education in librarianship. Prior approval of the Director is required. The Town shall reimburse those authorized to attend meetings of professional library associations for those dues, fees and/or expenses which are approved by the Director in advance.

ARTICLE XXXII

SEVERABILITY AND WAIVER PROVISIONS

Section 1.

Should any provision 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, Section 7, the terms of this Agreement shall prevail.

Section 2.

The Union and the Town agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of the contract and that the present contract constitutes the complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXXIII

DURATION

The provisions of this Agreement will be effective 1 July 2016 and will remain in force

and effect through 30 June 2019 or until such time thereafter as a new agreement is signed. This agreement shall be automatically renewed for a period of one (1) year unless by 1 January 2016 either party notifies the other in writing of its desire to terminate, amend, or modify any part of this Agreement.

ARTICLE XXXIV

HEALTH AND SAFETY

The Town shall pay Fifty dollars (\$50.00) toward glasses for any employee whose optometrist prescribes special glasses for computer work.

The town shall make available in a reasonable amount of time a professional to address request of ergonomic adjustments. All requests shall be made to the Director.

ARTICLE XXXV

WORK OUT OF GRADE

An employee who is temporarily assigned to perform the duties and responsibilities of an absent employee for a period of over five (5) consecutive days shall be paid, retroactive to the first day, at step one of the classification of the position being filled or a ten percent (10%) differential over their current base salary, whichever is greater. Out of grade pay shall have no impact on incentive pay, merit pay or other differentials received by the replacing employee in his/her regular position.

ARTICLE XXXVI

LABOR MANAGEMENT

In order to provide a means for the exchange of views between the Town and the Union, a joint labor-management committee shall be established consisting of the Library Director and representatives from the bargaining unit.

The Committee shall meet monthly, or as needed, at times mutually agreed upon by the Library Director and the Union. Such meetings shall be for the purpose of discussing and

resolving matters relating to the general application of the Agreement and to others matters of mutual concern including, but not limited to, health and safety issues, matters and issues unique to the Framingham Public Library, the library profession and the Minuteman Library Network.

The parties shall establish a joint labor management committee charged with reviewing bargaining unit members' job descriptions in order to accurately reflect the employee's duties every five (5) years. The first review shall take place one month from the ratification date of this agreement, and be completed no later than January 1st, 2013. The committee may request amendments to the job descriptions of unit employees, however such amendments are subject to approval of the Human Resources Director and Town Manager in their sole discretion pursuant to the Town's Personnel By-Law.

XXXVII
MISCELLANEOUS

Effective 7/1/2018, the parties agree to work with a consultant, hired by Human Resources Director, to update the library job descriptions.

The Library Technology Administrator position shall be accreted into the bargaining unit as outlined in the MOU of June 19, 2009.

In witness whereof, the Town of Framingham and the Framingham Public Library Employees' SEIU Local 888, have agreed to these terms on the _____ day of _____, _____.

TOWN OF FRAMINGHAM

**FRAMINGHAM LIBRARY STAFF
ASSOCIATION, SEIU LOCAL 888**
