

APPENDIX A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF WHITMAN

AND

**THE WHITMAN PUBLIC LIBRARY EMPLOYEES
SEIU, LOCAL 888**

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

This Agreement is entered into this 1st day of July, 2017, by the Town of Whitman, Massachusetts, acting through its Board of Selectmen, (hereinafter alternately referred to as “the Town” or “the Employer”) and the Whitman Public Library Employees, SEIU, Local 888 (hereinafter referred to as “the Union”).

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other specified conditions of employment as contained in this Agreement for permanent full time and permanent part time employees of the Whitman Public Library including the Circulation Supervisor, Youth Services Librarian & Reference Librarian, Senior Library Technician, Library Technician and other similar positions, but excluding the Library Director and Custodian.

ARTICLE 2 – MANAGEMENT RIGHTS

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility in the people of the Town of Whitman, and the Board of Selectmen, as the Employer, and the Board of Library Trustees and the Library Director for the efficient and economical operation of municipal services in general and the Library specifically, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Employer and Director retain all rights and powers which they now have or may hereafter be granted by law, custom, practice, use or precedent to administer, manage, operate and perform their customary work, and to determine methods and means by which the operations of the Library are to be performed and to direct the employees of the Library in any manner which in their opinion is in the best interest of the Town without the exercise of such being made the subject of a grievance, except to the extent that any such rights shall have been specifically modified or limited by the terms of this Agreement.

ARTICLE 3 – NON-DISCRIMINATION

The Parties to this Agreement agree that they will not discriminate against or in favor of any member of the bargaining unit on account of race, creed, religion, color, national origin, sex, sexual orientation, disability, or age. There shall be no discrimination against any member of the bargaining unit due to their activity or non-activity or membership or non-membership, in the Union.

ARTICLE 4 – UNION SECURITY

The Union dues of employees covered by this Agreement will be deducted weekly by the Town from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presented it to the Treasurer of the Town. 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.

In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, the Town agrees to deduct an 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 dues deduction as provided in Paragraph 1 of this Article. However, it is understood and agreed that no action by the Town shall be considered against any employee of the bargaining unit for failure to meet his/her Agency Service Fee obligation unless and until the Union certifies in writing to the Town that said employee has not met the obligation imposed by this provision.

The Town shall transmit promptly each month to the Union Treasurer the deducted Union dues and agency fees.

The Town agrees to provide the Union with a list of all employees who have union dues or agency service fee deducted from their pay by July 1 of each year. The Union agrees to indemnify the Town and hold it harmless from any and all claims, demands, suits, actions, or other forms of liability which may arise out of or by reason of any act by the Town in complying with the provisions of this Article.

ARTICLE 5 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

For purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement. A grievance must be presented within ten (10) calendar days of the time of the occurrence of the alleged contract violation or within ten (10) calendar days from the time the employee should reasonably have had first knowledge of its occurrence and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

Section 2:

A grievance shall be settled in the following manner:

Step 1:

The Union Steward and/or the SEIU, Local 888 representative, with or without the aggrieved employee, must file the grievance or dispute in writing with the Library Director within ten (10) calendar days of the date of occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Library Director shall meet and hear the grievance and shall respond to the Union Steward in writing within five (5) calendar days of the filing of the grievance at Step 1.

Step 2:

If the grievance has not been settled at Step 1, it may be advanced to Step 2 by the Union Steward and/or the SEIU, Local 888 representative, with or without the aggrieved employee, by filing the grievance in writing to the Library Board of Trustees within ten (10) calendar days of the Step 1 answer. The Library Board of Trustees shall meet and hear the grievance at its next regularly scheduled meeting and shall respond to the Union Steward in writing within five (5) calendar days of the Step 2 meeting. The Board of Trustees shall use its best efforts to schedule the Step 2 meeting within 14 calendar days of the filing at Step 2.

Step 3:

If the grievance has not been settled at Step 2, it may be advanced to Step 3 by the Union Steward, and/or the SEIU, Local 888 representative, with or without the aggrieved employee, by filing the grievance in writing to the Board of Selectmen within ten (10) calendar days of the Step 2 answer. The Board of Selectmen shall meet and hear the grievance at its next regularly scheduled meeting and shall respond to the Union Steward in writing within five (5) calendar days of the Step 3 meeting. The Board of Selectmen shall use its best efforts to schedule the Step 3 meeting within 14 calendar days of the filing at Step 3.

Step 4:

If the grievance remains unsettled, either party may, within thirty (30) calendar days after the Step 3 answer is due, by written notice to the other, request arbitration through the American Arbitration Association. Except as otherwise provided herein, any arbitration hereunder shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 3:

A grievance not initiated within the time specified shall be deemed waived. Failure of either party to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Employer to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. Any step or steps in the grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 4:

Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves only an alleged specific and direct violation of express language of a specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The parties have agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this

Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the arbitration hearing.

The expense for the Arbitrator's services and the proceedings (but not including the attorney fees and other expenses of the parties) shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

ARTICLE 6 - PROBATIONARY STATUS

Any newly hired employee shall be deemed to be on probation for a period of six months from the date of his/her most recent hire. New hires shall be given a performance review after three (3) months. If there are any performance issues identified at the three (3) month review, the employee shall be provided with a written performance improvement plan for overcoming such performance issues with the goal of assisting the employee to succeed in his/her position. The parties shall meet to follow up as necessary. The probationary period may be extended by mutual agreement. A probationary employee may be discharged in the sole discretion of the Director, and the discharge of such a probationary employee may not be made the subject matter of the grievance or arbitration provisions of this Agreement either by the employee or by the Union.

ARTICLE 7 – DISCIPLINE OR DISCHARGE

No library employee shall be suspended, demoted, disciplined or discharged without cause.

ARTICLE 8 – SENIORITY

The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee.

ARTICLE 9 – UNION BUSINESS

Union stewards shall be granted reasonable paid time off during working hours to take care of Union activities within the library including investigating and settling grievances, and negotiating contracts. The parties agree that a total of twelve (12) paid Union Business hours per year shall be provided to the Bargaining Unit as a whole, to be used in increments and by individual(s), as designated by the Union.

ARTICLE 10 – BULLETIN BOARDS

A bulletin board shall be made available for use by the Union for the posting of its official notices and other related matters.

ARTICLE 11 – PERSONNEL FILES

All employees shall be entitled to review their personnel files upon reasonable written request to the Director and during regular library hours. No documents of a disciplinary or derogatory nature shall be placed in an employee’s personnel file without a copy also being provided to the employee.

ARTICLE 12 – JOB POSTING AND BIDDING

When the Employer decides to fill a vacancy in a position covered by this Agreement, the vacancy shall be posted in a conspicuous place within the Library, listing the pay, duties and qualifications for the position.

The notice of vacancy shall remain posted for seven (7) calendar days and employees within the bargaining unit may apply to the Library Director, in writing, within the posting period if interested in the position.

The appointment to the position shall be made by the Library Director, with the approval of the Board of Trustees. The selection of the successful candidate shall be made on the basis of qualifications, ability and seniority, in that order. If no bargaining unit employee is found qualified, the position may be filled from outside the bargaining unit. The determination as to a candidate’s qualifications and ability shall rest with the Employer and such determination shall not be made in an arbitrary or capricious manner.

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

ARTICLE 13 - WORK AT A HIGHER CLASSIFICATION

An employee who is temporarily assigned by the Director or his/her designee to perform the duties and responsibilities of a bargaining unit position in a higher classification for a period of over thirty (30) consecutive work days shall thereafter be paid at the higher rate of pay, retroactive to the first day.

ARTICLE 14 – HOURS OF WORK

The work week for full-time employees is 35 hours plus a one-half hour unpaid lunch period each day. Employee scheduled to work less than 35 hours per week are considered part-time employees. Part-time employees who work more than six (6) hours per day will take a thirty (30) minute unpaid meal break. Employees are allowed a 15-minute paid break for each shift of four hours or more.

The Director retains the authority to determine the work schedule of employees. In the event of a permanent schedule change, employees shall be provided with two (2) calendar weeks notice, and the opportunity to meet with the Library Director to discuss such change.

It is agreed that for safety reasons, a bargaining unit employee shall not be required to work alone in the library during hours which the Library is open to the public.

ARTICLE 15 – OVERTIME

Employees shall be paid 1 ½ times their regular rate of pay for all hours worked in excess of forty (40) hours in a week, including those hours spent attending required staff meetings and workshops. Hours worked in excess of an employee's regular schedule but less than forty (40) per week shall be paid at straight time.

Employees may elect to receive compensatory time in lieu of payment for all hours worked beyond their regular schedule calculated as follows: at time and one half the number of hours worked in excess of forty (40) in a week or at straight time for the number of hours worked in excess of the employee's regular schedule but less than forty (40), including time spent attending required staff meetings and workshops. A full-time employee may accrue no more than thirty-five (35) hours of compensatory time. A part time employee may accrue no more than twice his/her regularly scheduled weekly hours. All compensatory time must be used within six months of the date it was earned. Requests to utilize earned compensatory time must be made in writing to the Director and approved in advance. The decision of the Director regarding the use of compensatory time is not subject to either the grievance or arbitration provisions of this Agreement.

In order to be compensated, overtime work shall be authorized and pre-approved by the Director or his/her designee. Overtime shall be equally and impartially distributed among personnel who ordinarily perform such related work in the normal course of their work week.

Where additional staffing is required in order to cover for employees on planned absences, such additional hours will first be offered to regular part-time employees on a rotating basis, provided that no such employee will work more than 8 hours in given day. The term "planned absence" shall mean an absence scheduled 48 hours in advance of the day in question. For the coverage of unplanned absences, such additional hours will first be offered to regular part-time employees in accordance with procedures currently in place with the understanding that time constraints may make it necessary to turn to substitutes if short notice precludes a part-time employee from filling the shift. Nothing contained herein shall limit the Director's ability to continue to use the services of substitutes and volunteers to the same extent as of July 1, 2012.

ARTICLE 16 – VACATION

Full-time employees shall be eligible for vacation leave in accordance with the following schedule:

At six months: thirty-five (35) hours vacation
At one year of service: seventy (70) hours vacation
At four years or service: one hundred five (105) hours vacation
At eight years of service: one hundred forty (140) hours vacation
At fifteen years of service: one hundred seventy-five hours (175) vacation.

Part-time employees shall be eligible for vacation leave in accordance with the above schedule pro-rated to the number of hours normally worked each week as compared to a full time schedule of 35 hours.

Employees will be credited with their vacation time allotment on July 1st of each year. Employees shall be credited with thirty-five (35) additional hours of vacation allotment upon their reaching their 1st, 4th, 8th, and 15th anniversary dates.

Vacation leave is to be used within the fiscal year granted. An employee may make written application to the Director for permission to carry over up to thirty-five (35) hours of vacation from one fiscal year to the next. Such carryover must be approved by the Director. The decision of the Director shall be final and binding and not subject to either the grievance or arbitration provisions of this Agreement.

Holidays or bereavement occurring during an employee's vacation shall not be deducted from the employee's vacation leave allotment.

Vacation leave requests will be considered upon the basis of seniority.

Upon termination of employment for any reason, cash payment for accrued vacation shall be made.

ARTICLE 17 – SICK LEAVE

A. General Provisions

Full-time employees will earn sick leave at the rate of 8.75 hours per month of continuous employment with the Town, to a maximum of 105 hours per fiscal year (July 1 – June 30), with such leave to begin after thirty (30) days from the date of employment. After six (6) months of employment, permanent part-time employees shall be eligible for sick leave, based on the employee's normally scheduled hours, pro-rated according to the hours worked per month by the part-time employee in proportion to the hours worked per month in a full time schedule.

Sick leave may be used at any time during the year but only to the extent of sick leave earned in accordance with the following rules:

1. An employee who is unable to report to work due to sickness shall call the Library Director stating the extent of the illness and, if possible, the number of days he/she expects to be out. Sick leave benefits will depend upon compliance with this rule.

2. Employees who have exhausted their accrued sick time may substitute vacation time when required to be absent due to illness.

3. Sick leave may be considered to be absence from duty without loss of pay for the following reasons, subject to the approval of the Town:

(a) Illness or injury of the employee, except where directly traceable to employment by an individual or entity other than the Employer;

(b) When an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours;

(c) When serious illness of an employee's immediate family requires his/her personal attendance;

(d) When an employee is absent from work because of a job-related illness or injury for which he/she is entitled to workmen's compensation; however, in this event the sick leave payments made to the employee (i) shall be limited to the difference between the regular wage of the employee and the sum to which the employee is entitled on a weekly basis under workmen's compensation law, and (ii) shall be made only for the first ninety (90) days of the disability, and, after the first thirty (30) days thereof, only to the extent that the employee is not entitled to payment therefor under the terms of any applicable disability insurance coverage maintained by the Town.

4. A physician's certificate of illness may be required from an employee by the Town in the case of repeated absence or an absence which continues for more than three (3) consecutive work days, or when abuse is reasonably suspected, before paid sick leave is granted under the provisions of this Article.

5. Unused sick leave shall have no cash redemption value.

B. Sick Leave Bank

A Sick Leave Bank shall be established whereby Town of Whitman employees working under this Agreement, in event of protracted injury or illness, may apply to draw up to a maximum of the greater of (a) sixty (60) work days, or (b) the number of work days until any applicable disability insurance maintained by the Town for the employee becomes operative and effective. For this purpose, the Town shall maintain long-term disability insurance coverage for the benefit of the employees. The coverage shall become effective a maximum of ninety (90) days from the date of a non-work-related injury or illness. It shall insure the employee for two-thirds of the regular pay or wage of the employee for the period covered. If and when circumstances make purchase of such coverage for the employees no longer practical or feasible, the parties agree to discuss and consider alternatives thereto.

All written requests for withdrawal from the Bank must be accompanied by the reason, and approval will be made by a Sick Leave Bank Committee consisting of two members designated by the Union, and one member of the Board of Selectmen, or the Town

Administrator as appointed by the Board of Selectmen, within ten (10) working days of the request. Approval will be determined by a simple majority vote of the Committee. Determinations made by the Sick Leave Bank Committee shall not be subject to the grievance provisions of this Agreement.

In order to promote the sick leave Bank, all of an employee's unused sick days remaining at the end of each fiscal year shall be deposited to the Sick Leave Bank. The total number of days in the Bank will be cumulative from year to year not to exceed six hundred (600) days.

The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness or injury.
2. Prior utilization of all vacation and eligible sick leave.
3. There must be no prior sick leave abuse by the applicant.
4. Illness or injury must not be as a result of employment other than for the Town of Whitman.
5. The Sick Leave Bank may be used to supplement workmen's compensation, or any other insurance compensation, up to 100% of the employee's regular salary.
6. The number of days requested from the Bank must be specified at the time of initial request and may not exceed thirty (30) days for each individual request, except as otherwise specifically permitted under the provisions of this Article.
7. Any request for an extension of days after the initial request from the Bank will be reviewed by the Sick Leave Bank Committee and considered pursuant to the provisions of this section.
8. Sick Leave Bank time may not be used to cover time spent in any drug or alcohol rehabilitation program.

C. Return to Work

The Town may require an employee who has been absent from work due to illness or injury to submit to a physical examination by a Town designated health care provider relative to his/her fitness to return to work. The cost of such exam shall be paid by the Town.

D. Unpaid Leaves of Absence

- (1) An employee shall be granted at his/her request, an unpaid leave of absence of up to one (1) year for health reasons to the extent that such leave is medically necessary and is substantiated by documentation satisfactory to the Employer.

(2) An employee shall be granted, at his/her request, an unpaid leave of absence of up to one (1) year to care for an ill spouse, domestic partner, child or parent to the extent that such leave is medically necessary and is substantiated by documentation satisfactory to the Employer. Such request shall not be unreasonably denied. The term “domestic partner” shall be defined as “an individual sharing an employee’s life as if married, but without the benefit of the actual certificate, regardless of gender.”

E. Family and Medical Leave

The Town agrees to provide leave in accordance with the Massachusetts Maternity Leave Statute, M.G.L. c. 149, Section 105D and the federal Family and Medical Leave Act.

An employee on an approved Family and Medical Leave due to his/her own serious health condition or due to the serious health condition of a parent, child or spouse may utilize accrued sick days during such leave. An employee on an approved Family and Medical Leave for any of the reasons that such leave is granted may use his/her accrued vacation days. Approved Family and Medical Leave shall not constitute a break in service for purposes of determining seniority. An employee on approved Family and Medical Leave shall continue to be entitled to health insurance benefits consistent with the provisions of the federal Family and Medical Leave Act.

F. Massachusetts Small Necessities Act

Employees seeking leave under the Massachusetts Small Necessities Act shall utilize the leave provided under this Article insofar as applicable. Otherwise, employees may request leave under the Personal Leave provisions of this Agreement. The parties agree that such leave shall satisfy any requirement on the part of the Employer under said Act.

ARTICLE 18 – BEREAVEMENT LEAVE

Full-time employees shall be granted up to five (5) working days leave without loss of pay in the event of death in the immediate family. For purposes of this Article the term “immediate family” shall be defined as the employee’s spouse, domestic partner, child, step-child, parent and step-parents. The term “domestic partner” shall be defined as an individual sharing an employee’s life as if married, but without the benefit of the actual certificate, regardless of gender.

Full-time employees shall be granted up to three (3) working days leave without loss of pay in the event of the death of the employee’s sibling, step-sibling, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent and/or any relative living in the employee’s immediate household.

After six (6) months of employment, part-time employees shall be granted the following bereavement benefits: in the event of death in the immediate family as that term is defined above, up to one regular work week of leave with pay; and, in the event of death any of the relatives listed in paragraph 2 above, up to three (3) working days leave.

The parties recognize that employees, whether full or part-time do not necessarily work a traditional Monday through Friday work week. The parties further acknowledge that bereavement benefits are intended to provide eligible employees with paid leave to attend to the funeral, memorial or other services associated with the death of an immediate family member or relative as defined above. To that end, it is agreed that members shall not be entitled to bereavement leave calculated in such a manner as to extend the bereavement leave period beyond one calendar week of the date of death.

Further leave in excess of the amounts set forth above or for situations not identified above may be granted at the discretion of the Director. The decision of the Director relative to requests for further leave shall be final and shall not be subject to either the grievance or arbitration provisions of this Agreement.

ARTICLE 19 – HOLIDAYS

A. Full-Time Employees:

For full-time employees, the following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	½ day before Thanksgiving
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

If one of the above-listed holidays falls on a day a full time employee is not regularly scheduled to work, the employee shall be allowed to take a floating holiday at a time agreed upon by the Director.

B. Part-Time Employees

After six (6) months of employment, part-time employees who are regularly scheduled to work on one of the aforementioned holidays, shall have the day off with pay, based upon the employee's regularly scheduled work hours for the day in question.

C. Early Closings

The Library Board of Trustees may, in its discretion, modify the Library hours of operation on July 3 and December 31 and close the Library early. In such an event, employees shall be allowed to leave work early and will be paid for scheduled hours not worked.

In the event of an unscheduled closing due to a weather or other emergency, as determined by the Town Administrator, employees scheduled to work shall be notified of such emergency and employees shall be allowed to leave work early and will be paid for scheduled hours not worked.

ARTICLE 20 – PERSONAL DAYS

Full-time employees shall receive 26.25 hours of paid personal leave on July 1st of each year to be used for personal business that can not be accomplished during non-work time. Full-time employees hired after July 1 will have the 26.25 hours prorated from their date of hire and such personal time shall be available after the employee has successfully completed the probationary period.

After six (6) months of employment, part-time employees shall be eligible to take one (1) personal day during the fiscal year, to be used for personal business that can not be accomplished during non-work time, which will be paid based upon the number of hours the employee is regularly scheduled to work on the day such leave is taken.

Personal days shall not be accumulated from fiscal year to fiscal year. Employees must request the use of a personal day at least 48 hours in advance, if possible, and receive the approval of the Director, which approval shall not be unreasonably withheld.

ARTICLE 21 – JURY DUTY

An employee required to serve on a jury shall be paid the difference between his/her salary and the compensation received for such jury service, exclusive of any travel or other allowance. Jury duty shall not constitute a break in service for purposes of seniority or the accrual of sick leave benefits.

ARTICLE 22 – LONGEVITY

Employees hired prior to June 30, 2015 shall be entitled to the longevity benefits set forth in this Article. Employees hired on or after July 1, 2015 shall not be entitled to these benefits.

Employees who attain the required years of service shall be paid in the first pay period in July, an annual payment in accordance with the following terms and pay schedule.

Employees who have worked the full twelve (12) month period preceding the date longevity is to be paid shall receive the full amount. Longevity payments will be prorated for retirees and employees on extended sick leave, unpaid leaves of absence, or Workers' Compensation to reflect payment for the actual number of months worked.

5 - 9 years of service	\$175.00
10 - 14 years of service	\$325.00
15 - 19 years of service	\$375.00
20 - 24 years of service	\$425.00
25 - 29 years of service	\$475.00
30 or more years of service	\$525.00

ARTICLE 23 – HEALTH AND DENTAL INSURANCE

- A. The Town shall pay 75% of the premiums for the health benefit plan available to Town employees, except that in no event shall the Town portion of said premium exceed \$9,500.00 per fiscal year for any employee. An employee who regularly works 20 or more hours per week and otherwise satisfies the eligibility requirements for coverage is eligible for benefits under the provisions of this Article.
- B. Effective January 1, 2018 or such time as all other Town collective bargaining units agree, whichever is later, the Town agrees to pay sixty-five percent (65%) of the premium for health insurance plan(s) available to Town employees, regardless of the cap set forth at Section A above; and
- C. Effective as of the date that the provisions of Section B above become effective, no new enrollees will be admitted to the so-called "Legacy" plans currently offered by

the Town being the Blue Care Elect PPO Traditional, the Network Blue HMO Traditional, and the Harvard Pilgrim Health Care HMO Traditional plans. For purpose of this provision the term “new enrollee” shall mean an employee who was not enrolled in the plan as of the implementation date referenced at Section B.

- D. Employees shall be eligible to participate in the life insurance and disability insurance plans offered by the Town to other employees provided the employee is otherwise eligible for such coverage.
- E. Employees who regularly work 20 or more hours per week shall be eligible to participate in the dental insurance offered through the Town with 100% of the cost of such coverage to be the sole responsibility of the employee.

ARTICLE 24 – WAGES

In this Agreement, and made part of it as Appendix A, shall be established a classification and pay plan. It shall list positions covered by this Agreement along with the wages for said positions.

ARTICLE 25 – TRAVEL

Employees who are required to use their own vehicle for Town business shall be reimbursed for each mile traveled at the rate set from time to time by the Town.

Time traveling will be compensated employees attending approved workshops or staff meetings on their day off.

ARTICLE 26 – EDUCATION

The Town recognized its responsibility to all Library employees to encourage participation in courses, seminars, workshops and other programs which will improve their job effectiveness and better prepare them for promotional opportunities within the Library. All full time and part time employees are eligible for educational assistance.

To qualify for educational assistance, an employee must first obtain the approval of the Library Director prior to enrolling in the program. Courses for which financial assistance will be considered are:

- Courses, workshops, and seminars sponsored by professional associations;
- Courses directly related to library work which are offered at accredited schools;

Upon presentation of receipted bills and a passing grade of B or better, the Town will refund tuition; registration; laboratory; and other appropriate fees; and textbooks up to \$500 per employee per year.

The Town will reimburse Library employees for the cost of the annual Massachusetts Library Association dues.

Effective July 1, 2015, eligible employees shall be reimbursed up to \$133.00 per contract year for the cost of the annual American Library Association membership dues. For purposes of this Article, an eligible employee is one who, as of July 1 of the year in which reimbursement is requested:

- (a) has been employed by the Town of Whitman Library for more than 12 consecutive months; and
- (b) holds a MLS degree.

In order to receive said reimbursement, the employee shall submit proof of membership and payment.

ARTICLE 27 – REDUCTION IN FORCE

Where the Employer determines the need to reduce the number of employees in a particular job title, employees in affected positions shall be laid off based upon seniority with the least senior employee laid off first.

The laid off employee shall have the right to bump the least senior person in a position in the same or lower job title provided that the laid off employee, in the judgment of the Employer, is qualified for the position. Disputes as to whether the Employer was arbitrary or capricious in its judgment as to qualifications may be subject to the grievance and arbitration provisions of this Agreement.

Part-time and full-time employees shall be considered as separate job titles. Positions may not be split for purposes of effectuating a bump.

Any employee who is laid off will be placed on a recall list by job title classification in the order of his/her seniority. Recall rights shall continue for up to 24 months from the date of lay-off. If an employee who has been laid off because of a reduction in force is rehired within two years, the employee will retain his/her seniority based on his/her original date of hire, excluding the period of the layoff.

When an opening exists in a position covered by this Agreement, which the Employer has decided to fill, and a recall list for such job title exists, the position first will be offered to employees on the recall list on the basis of seniority.

After 24 months on the recall list, or after refusing a recall to the same job title classification, a laid off employee's name will be removed automatically from the list.

The laid off employee will be required to keep the Town advised of his/her current address; and the Town can rely on the latest address listed in its records.

ARTICLE 28 – LABOR MANAGEMENT COMMITTEE

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, the Town Administrator and two (2) representatives from the bargaining unit.

The Committee shall meet monthly, or as needed, at times mutually agreed upon by the Parties. 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 Whitman Public Library, the library profession and the Old Colony Library Network.

ARTICLE 29 – VOLUNTEERS

The Employer reserves the right to utilize volunteers to supplement existing library functions as long as such use of volunteers does not result in a reduction of force or hours to bargaining unit positions.

This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement and in accordance with the appropriate sections of Massachusetts General Laws, Chapter 150E. No change or modification of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 30 – SCOPE OF AGREEMENT

This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement and in accordance with the appropriate sections of Massachusetts General Laws, Chapter 150E. No change or modification of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE 31 – SEVERABILITY AND SAVINGS

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

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

ARTICLE 32 – DURATION

Section 1:

This Agreement shall be in full force and effect from July 1, 2017 up to and including June 30, 2020. This Agreement shall remain in full force and effect until a successor Agreement is negotiated.

Section 2:

This Agreement is contingent upon ratification by the Board of Selectmen for the Town of Whitman and the Union membership and the appropriation of sufficient funds by the Town of Whitman at the Town Meeting to implement its terms pursuant to the General Laws, Chapter 150E, Section 7.

This AGREEMENT is signed this day of _____, 2015.

TOWN OF WHITMAN

WHITMAN PUBLIC LIBRARY
EMPLOYEES, SEIU, LOCAL 888

APPENDIX A

Library Salary Schedules for Contract Period July 1, 2017 through June 30, 2020

<u>HOURLY RATES EFFECTIVE</u> <u>JULY 1, 2016</u>	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>10</u>	<u>Step</u> <u>15</u>
Youth Service Librarian	23.24	23.77	24.32	24.88	25.44		
Circulation Supervisor	22.57	23.07	23.59	24.07	24.55		
Senior Library Technician	19.83	20.26	20.69	21.13	21.56		
Library Technicians	18.76	19.20	19.62	20.04	20.47		

<u>HOURLY RATES EFFECTIVE</u> <u>JULY 1, 2017 (+2.5%)</u>							
Youth Service Librarian	23.82	24.36	24.93	25.50	26.08	26.86	27.67
Circulation Supervisor	23.13	23.65	24.18	24.67	25.16	25.91	26.69
Senior Library Technician	20.33	20.77	21.21	21.66	22.10	22.76	23.44
Library Technicians	19.23	19.68	20.11	20.54	20.98	21.61	22.26

<u>HOURLY RATES EFFECTIVE</u> <u>JULY 1, 2018 (+2%)</u>							
Youth Service Librarian	24.30	24.85	25.43	26.01	26.60	27.40	28.22
Circulation Supervisor	23.59	24.12	24.66	25.16	25.66	26.43	27.22
Senior Library Technician	20.74	21.19	21.63	22.09	22.54	23.22	23.91
Library Technicians	19.61	20.07	20.51	20.95	21.40	22.04	22.71

<u>HOURLY RATES EFFECTIVE</u> <u>JULY 1, 2019 (+2%)</u>							
Youth Service Librarian	24.79	25.35	25.94	26.53	27.13	27.95	28.78
Circulation Supervisor	24.06	24.60	25.15	25.66	26.17	26.96	27.76
Senior Library Technician	21.15	21.61	22.06	22.53	22.99	23.68	24.39
Library Technicians	20.00	20.47	20.92	21.37	21.83	22.48	23.16

Step Movement

Advancement from one step to the next on the salary scale normally occurs on the employee's anniversary date.

TOWN OF WHITMAN AND WHITMAN PUBLIC LIBRARY EMPLOYEE SEIU,
LOCAL 888

SIDE LETTER OF AGREEMENT

THIS SIDE LETTER OF AGREEMENT is entered into by and between the Town of Whitman (hereinafter, the "Town") and the Town of Whitman Public Library Employees, SEIU, Local 888 (hereinafter, the "Union") this 12 day of ~~September~~ October, 2017.

WHEREAS, the Town and the Union are parties to a collective bargaining agreement for the period of July 1, 2012 through June 30, 2014 (hereinafter, the "12-14 Agreement"); and,

WHEREAS, the Town and the Union negotiated a successor Collective Bargaining Agreement for the period commencing July 1, 2014 and ending June 30, 2017, which agreement is captured in a Memorandum of Understanding dated March 4, 2015 (hereinafter, the "14-17 Agreement"); and,

WHEREAS, the Town and the Union have negotiated a successor Collective Bargaining Agreement for the period commencing July 1, 2017 and ending June 30, 2020, which agreement is captured in a Memorandum of Understanding dated September ____, 2017 (hereinafter, the "17-20 Agreement"); and,

WHEREAS, the Parties disagree over whether under the terms of the 12-14 Agreement, vacation and sick time is calculated based upon the part-time employee's regularly scheduled hours or the hours actually worked; and,

WHEREAS, during the course of negotiations for the 17-20 Agreement, both the Association and the Town presented proposals on the calculation of vacation and sick time benefits for part-time employees who work in addition to their regularly scheduled hours; and,

WHEREAS, the Parties have negotiated in good faith over the above-described issue and have agreed to pilot a system for the term of the 17-20 Agreement to deal with the accrual of sick and vacation time benefits for part-time employees who work beyond their regularly scheduled hours;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. On July 1 of each year of the 17-20 Agreement, vacation benefits for part-time employees under Article 16 shall be calculated on a pro-rata basis by comparing the total hours actually worked by the employee during the prior fiscal year to the total hours worked by a full-time employee (1820).

Example for employee with four years of service:

$$\frac{\text{Total hours actually worked during prior FY}}{1820} \quad \times \quad 105 \text{ hours of vacation}$$

- For the period of time commencing July 1, 2017 through June 30, 2020, sick leave benefits for part-time employees under Article 17 of the 17-20 Agreement shall be calculated on a pro-rata basis by comparing the total hours actually worked each month by the employees to the total hours worked by a full-time employee (based on a 35-hour per week schedule).

Example:

$$\frac{\text{Total hours actually worked during prior month}}{\text{Total hours worked by full-time employee}} \times 8.75 \text{ hours}$$

- The terms of this Side Letter and the method of calculating vacation and sick benefits described herein shall expire on June 30, 2020 and the calculation method shall revert to a calculation based upon the part-time employee's regularly scheduled hours.
- The terms set forth herein shall not constitute a precedent of past practice on the issue of the calculation of benefits for part-time employees and shall be without prejudice to either Party's bargaining position in negotiations for a successor collective bargaining agreement.
- This Side Letter is contingent upon the successful ratification of the Memorandum of Understanding for the 17-20 Agreement and a vote by Town meeting to fund said Agreement. In the absence of either ratification or funding of the 17-20 Agreement, this Side Letter shall become null and void.

WHEREFORE, the Town and the Union have caused this **SIDE LETTER OF AGREEMENT** to be executed by their duly-authorized representatives this 13 day of ~~September~~ October, 2017.

TOWN OF WHITMAN

WHITMAN PUBLIC LIBRARY
EMPLOYEES, SEIU, LOCAL 888

By:


Francis J. Lynam
Its Town Administrator,
Duly Authorized

By:


Duly Authorized


