

COLLECTIVE BARGAINING AGREEMENT

between

The Town of Concord, MA

and

AFSCME, Council 93, Local 1703
Concord Library Supervisors

Effective

July 1, 2021 – June 30, 2024

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PREAMBLE

THIS AGREEMENT made under Chapter 150 E of the General Laws is entered into by and between the Town of Concord, hereinafter called the "Town" and the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, for and on behalf of Local 1703 (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS the above-cited statutory provisions grant to employees of political subdivisions of the Commonwealth the right to bargain collectively with their Municipal Employer; and

WHEREAS the parties to this Agreement desire to establish a state of amicable understanding, cooperation and harmony;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.1 RECOGNITION

The Town recognizes the Union in accordance with the Memorandum of Agreement executed in April 2012 governing the scope of the Bargaining Unit in connection with DLR case no. WMAM-11-1415 as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours of work and other terms and conditions of employment for all full-time and regular part-time positions in the Library in the following classifications: Circulation Supervisor, Supervisor of Children’s Services, Head of Reference, Curator, Technical Services Coordinator, and Branch Librarian; but excluding the Library Director, Assistant Library Director, and all managerial, confidential, casual, seasonal and temporary employees and all other positions.

1.2 DEFINITIONS

“Employee” means a member of the Bargaining Unit recognized in this Agreement.

“Hourly” means an employee who is paid on an hourly basis and is eligible for overtime compensation.

“Exempt” means an employee who qualifies for an exemption under the Fair Labor Standards Act (FLSA), is paid on a salaried basis, and is not eligible for overtime compensation.

“Town” means the Town of Concord acting through its Town Manager, as Chief Executive Officer, and the Town Manager’s authorized representatives, including the Deputy/Assistant

Town Manager, head of Human Resources, and the Library Director, or their designee(s), and excluding the Library Corporation and Friends of the Concord Free Public Library.

“Regular Hours” means the base number of hours an employee has been hired for and is normally anticipated to work each week.

1.3 STABILITY OF AGREEMENT

No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

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

The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation, bylaw, ordinance or order promulgated by the Town. If this Agreement is silent on any matter, right, or obligation, maintained in a Town policy, the policy shall control.

The Town and the Union, for the life of this Agreement, each voluntarily and without qualification waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

If a provision of this Agreement is held to be illegal or unenforceable at law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions of this Agreement shall continue in full force and effect. In such an event, the parties shall meet promptly to negotiate a new provision to replace that which has been rendered invalid.

1.4 NO STRIKE & NO LOCKOUT

The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing¹, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any prohibited job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and

¹ Employees are permitted to engage in informational picketing provided it is conducted off-duty and off any premises where Town business is conducted.

including termination, by the Town against any employee and such other action that the Town may deem appropriate.

The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

The Town shall not lockout employees during the term of this Agreement. The termination of or the layoff of employees or the reorganization of operations shall not be deemed to be a lockout.

1.5 MANAGEMENT RIGHTS

The Town will not be limited in any way in the exercise of the functions of management and retains and reserves unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management. The rights of the Town shall include, **but are not limited to**, the following:

1. to determine the mission, budget and policy of the Library;
2. to direct and control all the operations and services of the Town and its Library; to determine the methods, means and personnel by which the Library's operations are to be carried out; to determine and change the hours of operation of the Library and its individual services;
3. to make, amend, and enforce reasonable rules, regulations, policies and procedures as the Town deems necessary;
4. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the Town and its Library;
5. to alter, add to or eliminate existing methods, equipment, facilities or programs;
6. to institute technological changes or to revise processes, systems or equipment from time to time;
7. to determine whether goods should be leased, contracted or purchased;
8. to determine the organization, location, and functions of the Town and its Library; to add or eliminate departments, divisions, and/or services; to increase, diminish, change or discontinue operations in whole or in part;
9. to determine, increase or decrease the number of employees and positions of the Town and its Library;
10. to determine the numbers and types of positions and employees assigned to an organizational unit, work project, and to any location or task;
11. to determine employee classifications and employment status, subject to negotiation of the salary range of any such classification;
12. to determine standards of proficiency in required skills;

13. to determine and interpret job descriptions, and to change job descriptions, subject to the function of the position;
14. to assign, or reassign, duties and job tasks including the change of duties and job tasks;
15. to use and employ non-bargaining unit employees, including managerial and supervisory employees, volunteers and/or interns to perform bargaining unit work;
16. to subcontract work; however, if the Town intends to subcontract professional or paraprofessional Library work on a permanent basis and such subcontracting directly results in the elimination of bargaining unit positions, the Town will impact bargain over such subcontracting;
17. to lay off employees due to lack of funds or work, or for any lawful reason, subject to impact bargaining;
18. to determine policies affecting the hiring, promotion, retention, and training of employees and to carry out such functions;
19. to hire, appoint, assign and promote employees, including the determination of qualifications and requirements for the position or promotion;
20. to direct, control, train, supervise and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
21. to discipline, suspend, discharge and/or demote employees, and to require the cooperation of all employees in the performance of this function;
22. to relieve employees from duty on any given day due to incapacity to perform duties or for any other job related reason;
23. to assign work sites; including the change of work sites;
24. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;
25. to establish and change the hours of work and to determine the number of employees working during any given time, subject to Section 2.2;
26. to assign employees to hours of work and to change employee work hours, subject to Section 2.2; to schedule and enforce work hours; to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called; to schedule, assign and require overtime; to require that employees respond to a callback;
27. to grant and schedule leaves, including, but not limited to, vacation and personal leave and to place employees on sick and administrative leave;

28. to establish and enforce standards for appearance and a dress code for employees, provided, however, if the Library were to establish a “uniform” for employees, the Town would bargain over that decision;

and the Town will have the right to invoke its management rights and make such changes in these items, to the degree and frequency that the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly modified by a specific provision of this Agreement.

This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Except as expressly provided by a specific provision of this Agreement, the exercise of all management rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the dispute resolution provisions of this Agreement.

1.6 STEWARDS

The Union may designate and the Town will recognize up to three (3) stewards to serve as the Union’s agent in the representation of bargaining unit employees. The Town shall not be obligated to recognize any employee as a steward unless the Union has informed the Library Director, in writing, of who the stewards are. The Union shall promptly notify the Library Director in writing of any changes therein.

When raising or responding to a matter, the Town need only communicate with any one of the stewards; the steward is responsible for passing information on to other stewards and/or the membership.

Except as specifically provided in Section 4.15 of this Agreement, a steward shall not be compensated by the Town for their duties as a steward and shall only perform steward duties during time for which they are not being paid.

1.7 ACCESS TO PREMISES

AFSCME Business Agents, who are not employees, shall be permitted reasonable access to the Library premises for the purpose of administering this Agreement. In no event shall such visits interfere with normal operations of the Town or the performance of duties assigned to employees or otherwise involve employees during their working hours. AFSCME Business Agents shall provide notice to the Library Director or designee when entering the premises. Such use shall not involve employees during their working hours.

1.8 BULLETIN BOARDS

The Town shall provide space for a Union-purchased bulletin board at each of its library branches which shall be used solely by the Union for the purpose of posting union notices. Nothing of a defamatory, libelous or profane nature to the Town, its employees or its citizens shall be posted. Notices shall be limited to bona fide union activities. The Union shall not post notices at any location other than the approved bulletin board locations.

1.9 DUES & AGENCY FEES

1.9.1 Dues Check-Off

Effective the thirtieth (30th) day following the beginning of employment, the Town shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each month. Monthly dues will be deducted from checks on a bi-weekly basis with a maximum of two (2) deductions each month. There will be no deduction when a third pay-period falls within a particular month. The amounts deducted shall be sent to the Union office with a roster. The Town may transmit dues deductions and associated lists for the Non-Supervisory and Supervisory units together, without differentiating the bargaining unit. The deduction of dues shall be in accordance with approved Town procedures.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

The Town will not make any retroactive adjustments or deductions for any missed dues payments. AFSCME will be responsible for resolving any over/under payment of dues by the membership. In the event that an employee has not earned enough in a pay period to satisfy their dues obligation, the Union shall collect those dues directly, and the Town shall not be held responsible for collection of those dues.

Written authorization by the employee must be furnished to the Town via the Union in order for any deductions to commence.

Each employee's monthly dues must be a fixed dollar amount that can be divided equally into the month's two bi-weekly deductions. There shall be no more than three (3) different deduction amounts that apply to the bargaining unit as a whole at any given time.

Deduction rates may only change for the unit once per calendar year. Notwithstanding that limit, it is understood that an individual employee's deduction rate may change if and when that employee's regular hours-of-work increase or decrease if AFSCME sends written notice of the new rate to be deducted. Official written notice of any change in deduction rates must be sent by AFSCME to the Finance Director and copied to the Human Resources Director. AFSCME will provide the Town with a list of the dues amount for each individual employee rather than simply a general list of rates that the Town must interpret to determine each employee's deduction. Such notice must be given at least two (2) weeks before the paycheck in which the changes are to take effect.

1.9.2 Agency Service Fee

Effective the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in an amount equal to the cost of contract administration and negotiations. The Town may transmit collected agency fees the Union with and in the same manner as collected dues.

The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employees' pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

The Town will not make any retroactive adjustments or deductions for any missed agency fee payments. AFSCME will be responsible for resolving any over/under payment of agency fees by employees. In the event that an employee has not earned enough in a pay period to satisfy their agency fee obligation, the Union shall collect those fees directly, and the Town shall not be held responsible for collection of those fees.

Written authorization by the employee must be furnished to the Town via the Union in order for any deductions to commence.

This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under the Dues Check-Off Article of this Agreement.

No action by the Town shall be considered against any member of the bargaining unit for failure to meet their agency service fee obligation unless and until the Union certifies in writing to the Town said member of the bargaining unit has not met the obligation imposed by this Article.

It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

The Union agrees to pay the cost of a proceeding to terminate employment as a result of this Article.

The agency fee must be a fixed dollar amount that can be divided equally into the month's two bi-weekly deductions and must be the same amount for every member of the bargaining unit. Such amount may change no more than twice per fiscal year and must be communicated to the Town in writing at least two (2) weeks before the paycheck in which the change is to take effect. Official written notice of any change in deduction rates must be sent by AFSCME to the Finance Director and copied to the Human Resources Director.

1.10 DIRECT DEPOSIT & PAPERLESS PAY STATEMENTS

The Town may choose to require all employees to enroll in Direct Deposit of their pay. If the Town decides to implement this requirement, employees will be given at least 60 days written notice of its decision to do so. During the notice period, any employee will be given the opportunity to meet with the Town to propose alternative individual arrangements for the Town's sole consideration. The Town may also choose to cease the provision of paper pay statements and instead provide employees with electronic access to such information.

ARTICLE 2. WORK TIME, SCHEDULES & CONDITIONS**2.1 WORKWEEK**

The official workweek begins at 5:00 a.m. each Monday and ends at 4:59 a.m. the following Monday. While employees may be paid on a biweekly basis, each workweek stands alone in the definition of overtime.

2.2 WORK SCHEDULE**2.2.1 Regular Base Schedule**

The Library Director or the Library Director's designee(s) will establish a base work schedule for each employee based on the individual's employment status and the needs of the operation.

In the event that the Library Director determines a base schedule change is needed, the Director or the Director's designee will ask employees to accept the schedule voluntarily. If no employee considered by the Library Director to hold a position that can meet the need willingly accepts a change, the Library Director may assign the change at the Director's discretion provided at least two (2) weeks' notice is given to the employee(s) whose schedule is adjusted.

The Library Director will consider any base work schedule adjustments requested by individual employees and will grant such requests based on the operational needs and budgetary constraints of the Library.

2.2.2 Temporary Schedule Adjustments

In any given week, an employee may be temporarily assigned to work more or less than their regularly scheduled hours and may be called in as needed by the Library. Employees will normally be consulted with and advised of any temporary adjustments to their base schedule at least one week before the beginning of the workweek; however, an employee's schedule may be temporarily adjusted with less than one week's notice if necessary in order to meet the operational needs of the department.

The Library Director will consider any temporary schedule adjustments requested by individual employees and will grant such requests based on the operational needs and budgetary constraints of the Library.

2.3 BREAKS**2.3.1 Shifts of More than 6 Consecutive Hours**

In accordance with Massachusetts law, an employee must be given a 30-minute unpaid break period after six hours of working in a shift; such period shall be included in the employees scheduled hours of work. During this period, the employee must be fully relieved from duty and be free to leave the workplace. The Library Director or the Library Director's

designee may schedule or grant an employee up to an additional 30-minutes of unpaid break time based on an operational need or on a request by the employee.

In addition, the Town will grant the employee a 10-minute paid rest period for each 3 ³/₄ consecutive hours of work. During any paid rest period(s), an employee may be required to remain in the workplace and available for recall to work. Paid rest period(s) may be combined with an unpaid break if approved in advance by the Library Director or the Library Director's designee.

In unusual circumstances and with the advance approval of the Library Director or the Library Director's designee, an employee may voluntarily waive any given break by (1) working through their break, or (2) remaining on the premises at the request of the employer during the break, but the employee must then be paid for those hours worked and for any break less than 30 minutes.

2.3.2 Shifts of 6 Consecutive Hours or Less

An employee who works a shift of 6 hours or less, but at least 3 ¹/₂ hours, will be granted one 10-minute paid rest period.

The Library Director or the Library Director's designee may schedule or grant up to 60-minutes of unpaid break time for an employee who works less than 6 hours in a shift if the break is based on an operational need or on a request by the employee.

2.3.3 Scheduling of Breaks

The scheduling of rest periods must take into consideration the needs of the department and the public service desks, as determined by the Library Director or the Library Director's designee.

2.4 CONDITIONS FOR HOURLY EMPLOYEES

In accordance with the federal Fair Labor Standard Act (FLSA), hourly employees must be compensated for all time worked in a workweek. Accordingly, an hourly employee may not volunteer to perform work for the Town without pay unless specifically approved by the Library Director and permissible under the FLSA. In addition, if an hourly employee arrives early or departs late for their shift, they must not perform duties until the assigned shift begins or after it ends unless specifically approved by the Library Director or the Library Director's designee.

An hourly employee may not exceed a total of forty (40) paid hours (i.e., hours worked plus paid leave hours) in any given workweek without the advance permission of the Library Director or the Library Director's designee.

Hourly employees may not work without pay in one workweek in order to take time off with pay in another workweek, except when overtime is paid via compensatory time-off as described in Section 2.5.1 of this Agreement.

2.5 OVERTIME AND COMPENSATORY TIME

2.5.1 Hourly Employees

Hourly employees shall receive overtime pay of one and one-half times their hourly rate (including longevity and other special pays as required by federal law) for all paid hours (i.e., hours worked plus paid leave hours) over 40 in any given workweek. In lieu of overtime pay, and with the mutual consent of the employee and the Library Director or the Library Director's designee, these employees may receive compensatory time off at the rate of one and one-half times the number of overtime hours. An employee shall be permitted to use such compensatory time within a reasonable period after making a request unless such request will unduly disrupt the operations of the Library. Accumulation of compensatory time is limited to 24 hours (i.e., 16 hours of overtime), unless authorized in advance by the Town Manager.

2.5.2 Exempt Employees

Employees who have been designated as "Exempt" are not eligible for additional compensation for hours worked beyond their regular schedule. These employees may receive appropriate compensatory time off for prolonged work hours with the prior approval of the Town Manager.

The Library Director may authorize, in advance, a flexible schedule that allows an Exempt employee to work their regular weekly hours over a biweekly pay period.

2.6 WORK FOR OTHER ENTITIES

Unless specifically approved in advance by the Library Director with consideration of the Fair Labor Standards Act, Massachusetts conflict of interest law, and any other relevant laws and regulations, no employee shall:

- accept any form of compensation directly from the Library Corporation, the Friends of the Concord Free Public Library, or the Library Committee for work performed as part of or outside of their regular duties,
- accept any form of compensation directly from any other entity or individual for work performed as part of or outside of their regular duties when services are requested for, because of, or related to the employee's official duties for the Town,

Furthermore, hourly employees may not perform unpaid/volunteer work for the Library Corporation, the Friends of the Concord Free Public Library, or the Library Committee outside of their working hours unless/until the Library Director has determined that the Town is not required by Federal or Massachusetts law to compensate the employee for that time.

The Town may assign employees to perform paid work for the Library Corporation, the Friends of the Concord Public Library, or the Library Committee. The Library Director will communicate with employees regarding the regularly assigned tasks, responsibilities and support they are authorized to provide for these entities, as well as any new or special assignments; employees are expected to communicate with the Director if the scope of approved assignments is not clear. If an employee is asked by a representative of one of these entities to provide services not already authorized by the Library Director, the

employee shall refer the individual to the Library Director without engaging in the work unless and until assigned.

2.7 OFF-SITE WORK

Employees shall not ordinarily perform work from home or other remote locations; however, the Library Director may approve such arrangements on a temporary basis.

2.8 PROHIBITION ON UNION ACTIVITIES DURING WORK HOURS

Except where specifically provided for in Section 4.15 of this Agreement, no employee may engage in union activities during work hours. Employees may use accrued paid or unpaid leave to attend union meetings during work hours, subject to the provisions for using such leave.

2.9 RECORDING OF WORK & LEAVE TIME

Each shift every employee must record their actual start and stop times of work on a time sheet or via another method provided by the Library Director. All time worked by an employee, whether authorized or not, must be recorded; when more than 6 hours is worked in a shift, the record must also indicate whether a 30-minute break period was taken and whether it was paid or unpaid. Intentionally recording time that was not actually worked is not permitted. At the end of each pay period, the employee must attest to the accuracy of the record and submit it to their supervisor for review.

The Library administration will maintain a record of all paid leave accrued and used. Employees are responsible for reviewing, verifying and signing (in writing or electronically) the records on a schedule determined by the Town and not less than every 6 months. If an employee is aware of any error or omission, they must report it to the Library Director immediately. If errors or omissions are discovered at any time after a record is signed, appropriate corrections in accrued leave and/or compensation will be made.

2.10 USE OF & ACCESS TO LIBRARY WHEN NOT WORKING

When off duty, employees may enter the premises during public hours of the Library to retrieve personal items, obtain/review Union or other information regarding workplace rights and benefits, and attend social events or Union meetings, provided they do not distract other employees from performing their work or otherwise disturb operations. Otherwise, they may not enter non-public areas of the Library unless authorized by the Library Director.

When visiting the Library as a patron, employees shall utilize the facilities only in the same manner available to the public (e.g., only access public areas and equipment during public hours) and shall not distract other employees from performing their work.

Except to the extent granted to members of the public, no employee shall use Library equipment or resources for their personal use or for another entity without express permission from the Library Director and in accordance with applicable laws.

2.11 MINIMUM PAY FOR REPORTING

If an employee reports to work but is released from duty by the Library Director or the Library Director's designee before the end of their scheduled shift, the employee's pay for such day shall be the greater of three (3) hours or the number of hours they actually worked, subject to the following limitations:

- if the employee was scheduled to work less than three (3) hours, the employee shall only be paid for the actual time worked at the Library,
- if the Library Director or the Library Director's designee attempted to provide the employee with at least two (2) hours of notice advising not to report to work, the minimum pay provision shall not apply. Notice shall be considered attempted if one of the following occurred:
 1. a call was made to the primary contact number provided by the employee, whether or not contact with the employee was actually made,
 2. an email was sent to the primary address provided by the employee, whether or not the email was received/read, or
 3. the Town posts notice of closure on its web site or other location that employees have been advised to check in cases of inclement weather.

Determination of whether two hours' notice was attempted shall be at the Library Director's sole discretion and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 3. COMPENSATION

3.1 BASE SALARY

All base salaries shall be in accordance with the salary schedules set forth in Appendix A of this Agreement. The minimums and maximums of each range reflect the following increases:

Effective Date	Amount of Increase
7/1/2021	2.0%
7/1/2022	2.0%
7/1/2023	3.0%

3.2 SALARY INCREASES & PERFORMANCE EVALUATIONS

To be eligible for any given salary increase, an employee must be active at the time this Agreement is executed and on the effective date of the increase.

Each employee will receive the following increases in their base hourly rate, subject to the maximum pay rates:

Effective Date	Amount of Increase
7/1/2021	2.0%
7/1/2022	2.0%
7/1/2023	3.0%

In addition, each employee shall be eligible, contingent upon satisfactory performance, for annual “performance increases” to progressively advance their base salary through the specified range for their position; no performance increase granted shall result in a salary that exceeds the maximum of the salary range. During the term of this Agreement, performance increases shall be as follows:

Date of Performance Increase	Amount of Increase
7/1/2021 – 6/30/2022	2.0%
7/1/2022 – 6/30/2023	2.0%
7/1/2023 – 6/30/2024	2.0%

An employee shall first be eligible to receive a performance increase upon completion of their probationary period. Thereafter, the employee shall be eligible for an additional performance increase each year, upon completion of one (1) year of service from the date of their last performance increase.

Performance increases shall be granted based on a written evaluation completed by the employee’s supervisor and approved by the Library Director, as follows.

- a) Employees who receive an overall performance rating of “Quality Performance” or better will receive a performance increase effective on their eligibility date.

- b) Employees who receive an overall performance rating of “Needs Improvement” shall not receive an increase on their eligibility date. In these cases, the supervisor must establish a plan for the employee to bring their performance up to a satisfactory level within a specified time period. If the employee succeeds in improving their performance as specified, the Town Manager may then authorize a performance increase. Based on the individual circumstances, the salary increase may be granted retroactively to the date that it was originally due, or as of the date the employee’s performance was found to be satisfactory.
- c) Employees who receive an overall performance rating of “Unsatisfactory” shall not receive an increase on their eligibility date. In these cases, the supervisor must establish a plan for the employee to bring their performance up to a satisfactory level within a specified time period. A performance increase may not be granted until the employee’s next eligibility date.

If an employee is denied an increase, the reasons for such denial shall be made available to the employee in writing in the performance evaluation, and such denial shall be subject to the provisions of the grievance procedure up to Town Manager’s level.

If the Town intends to alter the forms used, or the process followed, for performance evaluations, the Town shall provide the Union with an opportunity to provide input prior to implementing such changes.

3.3 LONGEVITY PAY

In recognition of long-term service, each employee whose regular hours consist of at least twenty (20) per week shall have longevity pay incorporated into their regular rate of pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Annualized Amount*</u>	<u>Hourly Longevity Rate</u>
5 years	\$125	\$0.06
10 years	\$250	\$0.12
15 years	\$400	\$0.19
20 years	\$600	\$0.29

* Provided for illustrative purposes only

Longevity pay shall begin at the beginning of the work day on the employee’s service date following completion of the specified years of service.

Length of service for the purposes of longevity pay shall be counted from the date the employee began regular employment of at least twenty (20) hour per week, less any period during which service credit was not earned due to an unpaid leave of absence. In addition, employees will be given service credit for the following:

1. Any temporary employment by the Town during which the employee's work schedule was at least 20 hours per week and which immediately preceded the employee's date of regular hire with no break in service.
2. Any service for which the employee was given credit for the purposes of longevity prior to July 1, 2012.

3.4 TEMPORARILY WORKING OUT OF GRADE

3.4.1 Service in Lower Graded Position

When an employee is temporarily assigned the duties of a position classified in a lower pay grade than the position in which they perform regular service, the employee shall continue to be compensated at their regular rate of pay. Such pay provisions shall not apply when an employee has voluntarily applied for or requested additional hours to temporarily fill a vacant position of a lower grade; in such cases the employee shall be offered a temporary blended rate based on the number of hours to be worked in, and the pay rate of, each position.

3.4.2 Service in Higher Graded Position

When an employee is temporarily assigned, with written approval of the Town Manager, to the majority of the significant duties of a position classified in a higher pay grade than the position in which the employee performs regular service, they shall receive additional compensation commencing on the fifteenth (15th) consecutive working day of actual service in the higher position. Compensation shall ordinarily be 5% above the employee's base pay rate, but not less than the minimum nor more than the maximum of the higher position's salary range. The higher pay rate shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken or accrued during the acting assignment, unless authorized by the Library Director.

ARTICLE 4. LEAVES – PAID & UNPAID

4.1 ELIGIBILITY FOR PAID LEAVE

Each employee whose regular hours consist of at least twenty (20) per week shall qualify for paid leave as described in this Article. Such an employee shall be referred to as an “eligible employee” for the purposes of this Article.

4.2 HOLIDAYS

4.2.1 Holiday Leave Earned

Each eligible employee shall earn paid holiday leave. To qualify for any given paid holiday, an employee must be on paid status on their last regularly scheduled work day immediately preceding the holiday and on their first regularly scheduled work day immediately following the holiday.

One (1) day of paid holiday leave shall be granted for each of the following days:

<u>Holidays:</u>	<u>Observed On:</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Patriots' Day	Monday Designated by the Commonwealth
Memorial Day	Last Monday in May
Independence Day	July 4
Juneteenth	June 19
Labor Day	First Monday in September
Indigenous Peoples'/Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Day	December 25

For the purposes of holiday leave, one day shall be equal to one-fifth of an employee’s regular hours per week.

4.2.2 Holiday Observance

Holidays which fall on a Saturday shall be observed on the preceding Friday and holidays which fall on a Sunday shall be observed on the following Monday.

When a holiday is observed on an eligible employee's regularly scheduled day off, that employee should, whenever possible, receive equivalent holiday time off on another day within that same workweek. If such time off cannot be granted during that same workweek due to departmental work demands, the employee shall be granted equivalent time off to be used at any other time within that fiscal year.

4.2.3 Holidays on Which the Library is Closed Two Days

If, due to a holiday falling on a weekend, the Library is closed for two (2) days, all staff will take the day of observance as their paid holiday. In order to receive full pay for that workweek, eligible employees will be scheduled to work additional hours on another day in that workweek to make up for any missed hours on the second day. Alternatively, an employee may use accrued vacation or personal leave in lieu of an adjusted schedule if the employee notifies their supervisor at least two (2) weeks prior to the holiday; a request to use accrued leave may be submitted less than two (2) weeks prior and will be granted if the supervisor feels the schedule can accommodate a change.

4.2.4 Other Closures Related to Holidays

Unless employees are notified otherwise at least 30 days in advance, the Library will close as follows:

- At 1:00 p.m. on Christmas Eve
- At 6:00 p.m. on New Year's Eve
- All day on Easter

Any eligible employee who:

1. works at least half of their regular hours on Christmas Eve, and
2. does not take leave for any part of their shift,

will receive regular pay without being charged accrued leave for any time they are released from work due to the early closure. With the approval of the Library Director or the Library Director's designee, an employee's start and stop times may be adjusted within the same day in order for the employee to meet the eligibility requirements for pay without use of leave time for closed hours.

Any eligible employee who is regularly scheduled to work during those closed hours will be scheduled to work additional hours during that workweek in order to receive full pay for that workweek; alternatively, the employee may use accrued vacation or personal leave in lieu of an adjusted schedule if the employee notifies their supervisor at least two (2) weeks prior to the closure; a request to use accrued leave may be submitted less than two (2) weeks prior and will be granted if the supervisor determines that service levels will not be compromised by the change.

4.2.5 Holidays During Paid Leave Periods

During a period of paid leave, an employee shall be paid holiday pay for any hours for which they are eligible rather than being charged for any other type of leave for those hours.

4.2.6 Holidays Worked

An employee may only work on a holiday with the Library Director's approval.

When an hourly employee is required to work on New Year's Day, Christmas Day or Thanksgiving Day, they will receive two (2) times their hourly rate of pay in addition to any holiday pay for which they may be eligible. When an hourly employee is required to work on

any other observed holiday, they shall receive one and one-half (1½) times their hourly rate of pay in addition to any holiday pay for which they may be eligible.

When an exempt employee is required by the Library Director to work on one of the above-listed holidays, they will be granted compensatory time off equivalent to the time worked; any such compensatory time granted must be used within one month of the holiday.

An employee who requests to work on a holiday is not eligible for the above-described compensation, but the Library Director may, based on the circumstances, grant compensatory time off within the same workweek up to an amount equivalent to the time worked.

4.3 VACATION

4.3.1 Accrual of Vacation Leave

Each eligible employee shall accrue paid vacation leave as outlined in the following schedule:

<i>Years of Service</i>	<i>Vacation Accrued per Month*</i>
<i>First 5 years</i>	<i>1/12th of 15 days</i>
<i>from the 5th anniversary</i>	<i>1/12th of 17 days</i>
<i>from the 8th anniversary</i>	<i>1/12th of 20 days</i>
<i>from the 20th anniversary</i>	<i>1/12th of 25 days</i>

* The amount of the monthly accrual is adjusted in December and June to account for rounding during preceding months.

For the purposes of vacation leave accrual, one day shall be equal to one-fifth of an employee’s regular hours per week.

Service for the purposes of vacation accrual shall be counted from the date of hire as an eligible Town employee, less any period during which service credit was not earned due to an unpaid leave of absence. In addition, employees will be given service credit for the following:

3. Any temporary employment by the Town during which the employee's work schedule was at least 20 hours per week and which immediately preceded the employee's date of regular hire with no break in service.
4. Any service for which the employee was given credit for the purposes of longevity prior to July 1, 2012.

Vacation accrual for the first and last months of an individual’s employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate.

When an employee's vacation accrual increases, the accrual for that month shall be calculated as a weighted average of the number of calendar days at the previous accrual rate and the number of calendar days at the new accrual rate.

4.3.2 Maximum Vacation Accrual

Accumulation of vacation hours is limited to a maximum of the employee's annual accrual level, plus five (5) days. At the end of any given month, each employee will forfeit any hours exceeding the maximum allowed. In unusual circumstances, such forfeiture may be waived by the Town Manager provided that a written request is submitted to the Library Director no later than forty-five (45) days after the date that hours over the maximum would have been accrued.

4.3.3 Availability of Vacation Leave Accrual for Use

Vacation leave is earned and available for use at the end of each calendar month, except that no employee may take vacation until they have completed six (6) months of service, unless authorized in advance by the Library Director.

No vacation leave shall be granted to an employee in advance of their accrual of such leave, unless authorized in advance by the Town Manager. Any employee who wishes to request unearned paid vacation leave must submit a request and authorization form (Appendix B) which specifically authorizes the Town to, at the time of termination, deduct the total dollar value of any vacation time taken but not yet accrued from the employee's last paycheck(s).

4.3.4 Approval of Vacation Leave

Whenever possible, vacation leave for a block of time consisting of two (2) weeks or more should be requested a minimum of thirty (30) calendar days prior to the start of the vacation leave and shorter periods of leave should be requested at least two (2) weeks in advance. However, requests submitted at any time may be approved at the discretion of the Library Director or the Library Director's designee.

The Library Director, supervisors, and employees are expected to work cooperatively to resolve conflicting vacation requests. The Library Director or supervisor may deny vacation leave if the employee's absence at the requested time could unduly disrupt departmental operations or otherwise adversely affect the Library. If a request is denied, the employee, supervisor and Director will work cooperatively to find a substitute time for leave that is agreeable to all parties.

Any vacation leave used for reasons qualifying as FMLA (Family and Medical Leave Act) leave will count towards an employee's FMLA entitlement and must be reported to the Human Resources Department.

4.3.5 Pay for Unused Vacation Upon Termination

When employment is terminated, the employee shall be paid for all unused vacation hours accrued up to the last day worked, subject to the maximum accrual provisions and less any personal time used but not accrued, or shall have pay deducted from their check equal to any vacation leave used in advance of accrual.

4.4 SICK LEAVE

4.4.1 Accrual of Sick Leave

Each eligible employee shall accrue one (1) day of sick leave for each month of active employment. For the purposes of sick leave accrual, one day shall be equal to one-fifth of an employee's regular hours per week.

Sick leave accrual for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate.

There is no maximum on the amount of sick leave that may be accumulated.

4.4.2 Availability of Sick Leave Accrual

Sick leave is earned and available for use at the end of each calendar month. No sick leave shall be granted to an employee in advance of their accrual of such leave.

4.4.3 Use of Sick Leave

Sick leave is generally granted to employees for protection against loss of pay due to their own physical or mental personal illness or injury and to attend medical appointments with health care professionals.

Up to five (5) sick days per fiscal year may be used by an employee when their personal attendance is necessary during an immediate family member's illness or recovery from injury. For the purposes of this type of sick leave use, immediate family member shall be defined as an employee's spouse, parent, or child (by birth or adoption) whether or not these individuals reside with the employee, and any other individual of dependent relationship residing with the employee. Use of more than (5) days of an employee's accumulated sick leave for the purpose of caring for a family member may be approved by the Town Manager in the event of serious, long-term illness or injury.

When an employee uses sick leave for a family member/dependent as described above, they must identify the leave as "family sick leave" at the time it is taken so it can be counted and recorded accurately.

The Library Director may require medical certification of any illness or injury when the Town can show that the employee has a documented unusual pattern or documented high use of sick leave, or has an articulable reason for questioning the validity of the sick leave use. In addition, the Library Director, at the Library Director's discretion, may verify an employee's absence from work for sick leave purposes by means other than medical certification.

The Library Director may also require medical certification prior to an employee's return to work after an illness lasting more than three (3) days or after an injury to ensure that the employee is physically capable of performing their duties.

Any employee who uses sick leave for purposes other than those described above shall be subject to disciplinary action.

4.4.4 Pay for Unused Sick Leave Upon Termination

Unused sick leave shall not be paid off when an employee terminates or retires from employment with the Town, except as provided below.

When an employee who was hired as an eligible employee for the Library prior to July 1, 1992 retires from Town employment immediately upon their termination of employment, they shall be paid for 50% of the accumulated sick leave balance they hold at the date of retirement, up to a maximum of 62 days of pay (i.e., 50% of 124 days of accumulated sick leave). Employees hired or rehired on or after July 1, 1992, shall not be eligible for sick leave payoff upon retirement.

In the event of an employee's death while on the payroll of the Town (prior to retirement), their designated beneficiary shall be paid 50% of their accumulated sick leave at the date of their death, up to a maximum of 62 days of pay (i.e., 50% of 124 days of accumulated sick leave), if the deceased was hired as an eligible employee for the Library prior to July 1, 1992.

"Retirement" as used in this section shall mean when an individual begins to collect a retirement pension as an active Town retiree. An employee who voluntarily takes deferred retirement or otherwise leaves Town service is not eligible for payment of accumulated sick leave.

4.5 PERSONAL LEAVE

4.5.1 Accrual of Personal Leave

Each eligible employee shall earn one (1) day of paid personal leave on the following dates each year:

- July 1
- November 1
- March 1

New employees shall be granted one (1) day upon hire provided they begin work at least two (2) months prior to the date the next personal day is to be earned.

Accumulation of personal leave hours is limited to a maximum of three (3) days; no leave will accrue beyond the maximum.

For the purposes of personal leave accrual, one day shall be equal to one-fifth of an employee's regular hours per week.

4.5.2 Availability of Personal Leave Accrual

Personal leave may be used as of the date earned. No personal leave shall be granted to an employee in advance of their accrual of such leave.

4.5.3 Approval and Use of Personal Leave

Personal leave may be used by the employee for any personal reason. The scheduling of personal leave, however, must be approved by the Library Director or the Library Director's

designee. Whenever possible, personal leave for scheduled events should be requested at least two (2) weeks in advance; but requests submitted at any time may be approved at the discretion of the approval authority.

4.5.4 Forfeiture of Personal Leave Upon Termination

Unused personal leave is not subject to payment to an employee upon the end of their employment.

4.6 BEREAVEMENT LEAVE

When an eligible employee needs leave due to the death of a family or household member, the Library Director shall grant the following paid leave:

Amount	Relationship to Employee
Up to 5 days	spouse, domestic partner, parent, or child (including adopted, step, or foster child, or legal ward)
Up to 3 days	parent-in-law, grandparent, sibling, grandchild, or member of the immediate household with whom the employee has financial and emotional interdependence
Up to 1 day	child-in-law, sibling-in-law, nibling/niece/nephew, pibling/aunt/uncle

Should an active employee of the Concord Library pass away, the Library Director may grant paid leave to employees to attend related memorial or funeral services.

For the purposes of bereavement leave, one day shall be equal to one calendar day on which the employee is regularly scheduled to work, regardless of the number of hours scheduled.

4.7 TIME OFF FOR EMPLOYEES NOT ELIGIBLE FOR PAID LEAVE

During each year of employment, employees whose regular hours consist of less than twenty (20) per week shall be granted unpaid days off, as approved by the Library Director or the Library Director’s designee, up to the following amounts for the purposes described:

- Rest and Relaxation = 10 regular work days
- Personal Business = 3 regular work days
- Personal Illness/Injury = 5 regular work days

The Library Director may approve up to 5 additional days of unpaid leave based on operational needs of the position and the need involved; any unpaid leave beyond the limits described above may only be granted with advance approval of the Town Manager.

4.8 MILITARY LEAVE

The Town shall comply with all applicable federal and state regulations that provide paid and/or unpaid military leave, including M.G.L. Chapter 33, Section 59, which has been adopted by the Town. An employee may elect to voluntarily use any of their accrued paid leave to cover periods of military leave that would otherwise be unpaid by the Town.

An employee who requires leave to meet their military commitments must notify the Library Director in writing of the need for such leave as soon as practicable.

4.9 JURY DUTY & COURT APPEARANCES

4.9.1 Jury Duty

An employee who is called for jury duty on a regularly scheduled work day must advise the Library Director within one week of receiving notice from the Court. The employee will be released from work in order to serve on jury duty; however, if they are released from jury duty in any given day with sufficient time to report to work and perform at least two (2) hours of their remaining scheduled hours, they must do so.

An employee will not be required to work on their last day of juror service if released by the Court after 4:00 p.m.

Each employee who misses regularly scheduled work due to Jury Duty will receive their regular pay for the first three (3) days of jury duty. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's regular wages.

4.9.2 Court Appearances

Employees when required by subpoena to testify in state or federal court on matters which occurred while performing official duties during paid work hours will receive their normal rate of pay and agree to promptly sign over to the Town any compensation received for such testimony.

4.10 FAMILY AND MEDICAL LEAVE

The Town will comply with the requirements of the Federal Family and Medical Leave Act of 1993 (FMLA), as may be amended, which allows FMLA-eligible employees up to twelve (12) weeks of leave time each year for specific reasons stated in the Act and up to twenty-six (26) workweeks during a single 12-month period for military caregiver leave as described in the Act.

FMLA (Family and Medical Leave Act) Leave may consist of either or both paid and unpaid leave; the Town may require that any paid leave used for reasons qualifying as FMLA Leave count towards an employee's FMLA entitlement.

4.11 UNPAID LEAVES OF ABSENCE

Unpaid leave for a purpose that is not guaranteed to an employee by law may be granted at the sole discretion of the Town Manager. Requests for such leaves must be submitted in writing as far in advance as possible.

4.12 EFFECTS OF UNPAID LEAVES OF ABSENCE (FMLA & NON-FMLA)

4.12.1 Leave Accruals

Unpaid leaves of absence of thirty (30) calendar days or less shall not affect an employee's leave accruals. However, after the thirtieth (30th) calendar day of an unpaid leave of absence, the employee will not accrue additional vacation, sick, or personal leave. If an employee has more than one unpaid leave for the same purpose, the 30 calendar days shall be counted on an accumulated basis.

4.12.2 Service Credit

Unpaid leaves of absence of thirty (30) calendar days or less shall not affect an employee's service credit for purposes of longevity pay, vacation accrual, performance evaluations, performance increases, and other service-related provisions of this Agreement. However, no service credit shall be earned by an employee after the thirtieth (30th) calendar day of an unpaid leave of absence. Therefore, an employee's anniversary date will be postponed by the number of calendar days beyond thirty (30) that the employee is on unpaid leave of absence. If an employee has more than one unpaid leave for the same purpose, the thirty (30) calendar days shall be counted on an accumulated basis.

4.12.3 Holiday Pay

No holiday pay shall be granted to an employee who is on unpaid leave of absence on the last working day before the holiday or the first working day after the holiday.

4.13 SMALL NECESSITIES LEAVE

The Town will comply with the requirements of the Massachusetts Small Necessities Leave Act (SNLA), M.G.L. c. 149, s.52D, as may be amended, which allows SNLA-eligible employees up to a total of 24 hours of leave during any 12-month period for the following purposes:

1. to participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. to accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
3. to accompany an elderly relative of the employee to routine medical or dental appointments or appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

SNLA leave may consist of either or both paid and unpaid leave. The Town may require employees to substitute accrued paid leave for any leave provided under the SNLA.

4.14 WORKERS' COMPENSATION LEAVE

4.14.1 Report of Work-Related Injury or Illness

An employee injured while performing their official duties on behalf of the Town, or who becomes ill as a result of performing such duties, shall promptly submit a report of injury or illness to the Library Director or the Library Director's designee using report forms provided by the Town.

4.14.2 Paid Leave of Duty for Medical Attention

When an employee requires medical attention due to a work-related injury/illness that occurred that day, they will be relieved from duty without loss of pay for the portion of their shift during which medical treatment is being sought. The employee is required to return to work if able to do so after medical attention is received. Any additional absences from duty due to the injury/illness will be compensated only to the extent provided by the workers' compensation benefits and Section 4.14.3 of this Agreement.

4.14.3 Use of Paid Leave to Supplement Workers' Compensation Payments

For any period during which an employee is absent from work due to a work-related injury or illness, they may use first any accumulated sick and then any other accrued leave time to supplement the difference between any workers' compensation payments and the employee's regular straight time rate of pay. As soon as possible, an injured/ill employee must advise Human Resources of their desire to supplement workers' compensation payments with paid leave and whether they wish to reserve a certain amount of leave for future use. For any period during which paid leave is not used to supplement workers' compensation payments, the unpaid leave provisions of this Agreement apply.

4.14.4 Designation of FMLA for Workers' Compensation Leave

Leave associated with a work-related injury or illness will be designated as Family and Medical Leave Act (FMLA) leave if the employee is eligible for such leave under the law.

4.15 UNION BUSINESS LEAVE

During negotiation of each successor Agreement, up to 20 hours of paid "union leave" shall be available to the Union negotiating committee, in aggregate, for the purpose of leave from duty with no loss of pay or benefits for attendance at contract negotiation sessions that occur during the employee's regularly scheduled work hours. The Union shall determine how to allocate paid union leave hours among negotiating committee members. Committee members shall provide advance written notice to the Library Director or designee that they will be attending negotiation sessions so that appropriate personnel coverage can be arranged. Unused hours shall expire when the successor contract is executed, and shall not be paid-out or carried over to future negotiations.

The grievant and one (1) union steward shall be granted leave from duty without loss of pay or benefits to attend meetings between the Town and the Union to process a grievance filed by an employee covered by this agreement when such meetings occur during the employees' regular scheduled work hours. The steward shall provide advance written notice to the Library Director or designee that they will be attending the meeting with the grievant so that appropriate personnel coverage can be arranged. The parties agree that meetings under this section only include those through Step 3 (Personnel Board) of the grievance process and do not include hearings before a fact finder, such as an arbitrator, hearing officer, etc. Leave without loss of pay or benefits shall not apply to time spent by the grievant and/or steward preparing for such meetings, nor to any witnesses that the Union may call to testify before a fact finder.

Unpaid leave shall be granted upon written notification given at least two weeks in advance to the Library Director or designee for attendance by no more than one (1) employee who

serves as a delegate or alternate at the Massachusetts AFL-CIO, AFSCME International, or AFSCME Council 93 conventions. Attendance at these conventions shall not exceed three (3) days per fiscal year.

4.16 PARENTAL LEAVE

The Town will comply with the requirements of the Massachusetts Parental Leave Act M.G.L. c. 149, s.105D, as may be amended, which entitles individuals who have been employed as a full-time employee (as determined by the law) with the Town for at least three (3) consecutive months to eight (8) weeks of parental leave for purposes related to birth or adoption as specified in the law; provided, however, any two (2) employees of the Town shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

Parental leave may consist of either or both paid and unpaid leave. An employee shall only be eligible for pay if they are eligible to use accrued benefits such as vacation, personal, or sick leave. An employee shall not be required to use available paid leave during parental leave.

ARTICLE 5. OTHER BENEFITS**5.1 HEALTH INSURANCE**

The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

The Town shall have the right to change health insurance providers, plans and/or benefits with at least sixty (60) days' notice, provided however, the Town will negotiate over the impact of any change in accordance with Chapter 150E of the Massachusetts General Laws or 801 CMR 52.00 of the Code of Massachusetts Regulations.

5.2 PROFESSIONAL DEVELOPMENT**5.2.1 Tuition Reimbursement**

Employees who regularly work at least twenty-five (25) hours per week, are in good standing, and have been in continuous employment with the Town for at least one (1) year are eligible for educational assistance in accordance with the provision of the Town's Administrative Policy and Procedure #29 as last revised October 2009. The Town's decision to approve or deny a request for such assistance shall not be subject to any grievance provisions of this Agreement.

5.2.2 Professional Trainings, Conferences, and Workshops

The Town strives to encourage and grant employees reasonable professional development opportunities. Accordingly, the Library Director may approve employee attendance at professional/educational trainings, conferences, and workshops during paid work time. To be eligible for such opportunities, an employee must be in good standing unless the training/conference/workshop is intended to address performance-related issues.

ARTICLE 6. PROBATIONARY PERIOD**6.1 NEW & REHIRED EMPLOYEES**

Each new or rehired employee will be required to complete a probationary period during which time it is expressly understood and agreed that the Town shall have the unqualified right to terminate the employment of such employee. Such termination shall not be subject to the grievance or any other procedure of this Agreement. The probationary period for each employee shall be the first six (6) months of service in a position.

The probationary period may be extended by mutual agreement between the Union and the Town but shall not exceed an additional six (6) months in any circumstance.

This clause shall not apply to an employee returning from layoff provided they had completed a probationary period prior to layoff, and is rehired within one (1) year to the same position from which the employee was relieved.

6.2 EMPLOYEES APPOINTED TO A NEW POSITION

Each employee who is appointed to a new position will be on probation for the first four (4) months of service in that position. If an employee who has been appointed to a new position does not, in the opinion of the Town Manager, demonstrate satisfactory performance in the probationary period, the Town shall have the unqualified right to return that employee to their previous position and rate of pay, or to another position of equivalent pay, at any time during the probationary period without recourse to the grievance or any other procedure of this Agreement.

This clause is not intended to replace management's right to suspend, demote, discipline, or discharge employees, and, therefore, probationary employees may not return to their prior position if such actions are taken as a result of misconduct.

The probationary period may be extended by mutual agreement between the Union and the Town but shall not exceed an additional three (3) months in any circumstance.

ARTICLE 7. DISCIPLINE & DISCHARGE

The parties agree that employees must conduct themselves professionally in accordance with the highest ethical standards and shall interact with the public, management, and co-workers with honesty, respect and helpfulness. Employees will comply with the law, Town policies and procedures, and instructions and guidance communicated verbally or in writing by management and supervisors. Employees shall also ask questions and seek guidance in order to ensure they understand workplace expectations.

The Town may apply discipline to employees, which may include but is not limited to: verbal warnings, written warnings, suspensions, demotion and termination; however, no employee who has completed their probationary period in accordance with Section 6.1 shall be disciplined except for just cause. Counseling of employees and performance evaluation documents shall not be considered discipline. Levels of discipline may be skipped or repeated and, in cases of serious misconduct or gross negligence, an employee may be terminated without prior discipline. The level of discipline shall be reasonably related to the seriousness of the offense, as well as the individual's employment and work history, as determined by the Library Director and/or Town Manager. The Town may consider the passage of time between disciplinary measures as a mitigating circumstance. Disciplinary action may be initiated for failure of an employee to fulfill their responsibilities as an employee or for failure to maintain performance standards satisfactory to the Town and/or Library Director, as well as misconduct or negligence.

It is the Town's policy not to remove any disciplinary documents from an employee's official personnel file.

ARTICLE 8. GRIEVANCE & ARBITRATION**8.1 PURPOSE & SCOPE OF GRIEVANCE PROCEDURE**

It is the intent of the Town and the Union to maintain harmonious relations by resolving disputes with all reasonable dispatch. The purpose of the Grievance & Arbitration article is to secure, at the lowest level possible, resolutions to grievances brought forward pursuant to the process. The Town and the Union desire that the procedures shall be as informal as may be appropriate for the grievance involved and at the level involved.

For purposes of the article, a “grievance” shall be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter arising under the purported exercise of management rights or any matter reserved to the discretion of the Town by the terms of this Agreement, or arising before or after the dates of operation of this Agreement, shall not be subject to this dispute resolution article nor shall such matter be construed as being grievable. This procedure does not apply to counselings, nor to performance evaluation documents or ratings unless the rating affects pay, in which case it may only be grieved through Step 2 (Town Manager). Verbal reprimands may also only be grieved through Step 2 (Town Manager).

8.2 GRIEVANCE PROCESS

Prior to the official filing of a grievance, the employee(s) will make every effort to resolve the matter in a discussion with their supervisor. If this fails and the employee(s) elect to pursue a grievance, the following steps shall be followed:

Step 1 – Library Director

Within fourteen (14) calendar days after the employee knew or should have known of the event or action on which the grievance is based, the employee or the Union shall submit the grievance in writing to the Library Director. The written grievance shall specify the specific section of this Agreement under which the grievance arises as well as the specific provisions of the Agreement that allegedly have been violated, explain the basis of the issue and the specific resolution sought by the employee.

Within fourteen (14) calendar days of receiving the grievance, the Library Director shall attempt to resolve the matter and shall provide the employee a written response.

The consequences of either party failing to follow the procedures described in this step are outlined in Section 8.3 below.

Step 2 – Town Manager

If the employee or the Union is not satisfied with the Library Director’s response, the grievance may be brought forward to the Town Manager. Such grievance must be submitted in writing to the Town Manager within fourteen (14) calendar days after issuance of the Library Director’s response. The written grievance shall specify the specific section of this Agreement under which the grievance arises as well as the specific provisions of the

Agreement that allegedly have been violated, explain the basis of the grievance and the specific resolution sought by the employee, and shall include a copy of the Library Director's response.

The Town Manager may appoint a designee to review the grievance. Any such designee shall not be a supervisor or manager from the Library.

The Town Manager (or the Town Manager's designee) shall hold a meeting with the employee, the Library Director, and any other parties deemed relevant by the Town Manager within fourteen (14) calendar days after receipt of the grievance. The Town Manager (or the Town Manager's designee) will also conduct such other investigation of the issue as deemed necessary.

Within twenty-one (21) calendar days following the meeting, the Town Manager (or the Town Manager's designee) shall issue a written decision to the employee.

The consequences of either party failing to follow the procedures described in this step are outlined in Section 8.3 below.

Step 3 – Personnel Board

If the employee or the Union is not satisfied with the Town Manager's response, the grievance may be brought forward to the Personnel Board. Such grievance must be submitted in writing to the Human Resources Director within fourteen (14) calendar days after issuance of the Town Manager's response. The written grievance shall specify the specific section of this Agreement under which the grievance arises as well as the specific provisions of the Agreement that allegedly have been violated, explain the basis of the grievance and the specific resolution sought by the employee, and shall include a copy of the Library Director and Town Manager's responses.

Within thirty (30) calendar days of receiving the written grievance, the Personnel Board shall convene a hearing for purposes of deciding the grievance, unless the Town or the Union, separately or jointly, request an enlargement of time due to scheduling conflicts or other valid reason.

All grievances to the Personnel Board shall be heard at a closed meeting of the Personnel Board in executive session, unless the parties mutually agree to hold it in an open session.

Both the Town and the employee/Union may be represented by counsel before the Personnel Board. Both parties shall provide the Personnel Board and the other party with a list of witnesses at least forty-eight (48) hours prior to the meeting. The Personnel Board shall hear testimony of the parties as well as receive any documentary evidence offered. Parties shall have the right to cross-examine witnesses. The Personnel Board shall decide all cases by the preponderance of the evidence standard of proof and, only for suspension or termination grievances of an employee who has completed their probationary period in accordance with Section 6.1, shall abide by the principles of Just Cause. The Personnel Board and/or either party shall have the right to make an audio record of the hearing. In addition, either party shall have the right to have a transcript made of the hearing in which case a copy shall be provided to the Personnel Board and, upon mutual agreement by both parties, shall be designated as the official record of the hearing. Whoever requests a stenographic record of the hearing shall bear the costs thereof, unless the other party wants

to view or receive a copy; in such case, the parties shall equally share all related costs. The Personnel Board may only interpret such items and determine such issues as may be submitted to them by agreement of the parties.

When the matter being grieved is termination of employment, the Personnel Board shall issue an advisory opinion on the grievance in writing to the parties within twenty-five (25) calendar days of the close of its deliberations. The Town Manager shall reconsider the issue in light of the Personnel Board's opinion and shall, within fourteen (14) calendar days of receiving such opinion, issue a final written decision to the employee and the Union.

For all other matters, the Personnel Board shall issue a written decision on the grievance in writing to the parties within twenty-one (21) calendar days of the close of its deliberations.

The consequences of either party failing to follow the procedures described in this step are outlined in Section 8.3 below.

Step 4 – Arbitration

Either party may file a demand for arbitration with the Massachusetts Department of Labor Relations ("DLR") within thirty (30) calendar days of receipt of the written Step 3 decision rendered by the Personnel Board or, if Step 3 is waived, the written Step 2 decision of the Town Manager, subject to the following requirements:

- A. Within fourteen (14) calendar days of the date of the written decision rendered by the Personnel Board or the Town Manager, as appropriate, is received, either party must notify the other in writing of its intent to move forward to arbitration before it actually files for arbitration; and
- B. After giving notice of intent to arbitrate, and prior to filing for arbitration with the DLR, the parties will attempt to mutually agree on the selection of an arbitrator.

The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify this Agreement or any Rules or Regulations of the Library or Town that are applicable to Library employees. The arbitrator may only interpret such items and determine such issues as may be submitted by the parties.

If either party raises the issue of arbitrability, the parties agree that the arbitrability issue will be heard and decided by the arbitrator prior to hearing the case on the merits. If the matter is deemed not to be arbitrable, there shall be no further hearing.

The Arbitrator shall decide all cases based upon the preponderance of the evidence standard of proof.

Monetary awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of the occurrence of the grievance and in no case include an award of interest.

All expenses of arbitration shall be borne equally between the Town and the Union, except that each party shall be solely responsible for its own legal costs and fees.

The decision of the Arbitrator shall be final and binding on the Town and the Union, subject to each party's rights pursuant to MGL Chapter 150C, and provided that the decision is not contrary to state or federal law.

Time limits specified in this arbitration procedure may only be extended by mutual, written consent of the parties.

8.3 GENERAL PROVISIONS & LIMITATIONS

No employee shall be subjected to reprisal by the Town as a result of filing a grievance under this procedure.

Grievances, responses, and other written communications outlined in this procedure may be submitted in hard copy or via email.

Any step may be waived by mutual written agreement by the parties.

An employee may have a union steward from the bargaining unit, or an authorized AFSCME representative, present at and participating in any and all stages of the grievance process. Except at Steps 3 and 4, attorneys are not permitted to attend grievance meetings; however, AFSCME representatives who are educated in law may attend if the Union advises the Town of such at the time the grievance meeting is being scheduled. At Steps 3 and 4, the employee may be represented by counsel, and may call witnesses and introduce evidence in support of their grievance.

Time limits specified in this procedure may be extended at any step by mutual written consent of the parties involved with that step of the grievance. In the event a relevant individual is absent from the workplace during a period when they are expected to take action relative to the grievance, it is expected that the parties will agree to extend the time limits by a reasonable amount of time corresponding to the absence.

Failure of the employee or the Union to file a grievance within the required time periods specified for any level of this procedure or to otherwise follow the procedures contained herein shall constitute an abandonment of the grievance and the grievance will be deemed resolved and not thereafter subject to further steps of the dispute resolution process. Failure of the Town or Personnel Board to act within the required time periods shall be deemed an automatic denial of the grievance; the employee or the Union may then advance the grievance to the next step within the specified time period.

ARTICLE 9. SUPERVISORY RESPONSIBILITIES**9.1 SUPERVISORY FUNCTIONS**

All members of the bargaining unit are responsible for performing supervisory and technical functions under the direction of the Library Director and/or the Library Director's designee. Such work involves leading and overseeing bargaining unit and non-bargaining unit employees and volunteers, performing highly specialized and technical senior staff work, exercising considerable independent judgment and initiative within the supervisor's scope of authority, acting in accordance with and reinforcing the mission and organizational structure of the Library, assisting with the supervision of any functional area of the Library, and performing certain functions of the Library Director, when assigned, in the absence of the Library Director. Supervisors must enforce provisions of collective bargaining agreements, laws, regulations, and policies and must regularly and completely evaluate and manage the performance of employees that they directly or indirectly supervise. This Article is not intended to, nor shall it, constitute a job description but is a general statement on the supervisory responsibilities and functions of the members of this bargaining unit.

9.2 COMMUNICATING WITH AND SUPPORTING MANAGEMENT

Supervisors are responsible for seeking guidance on and bringing to management's attention in a prompt and constructive manner all operational and employment issues, and for acting on such matters as directed by management. Matters that shall be reported to the Library Director, Assistant Director, Town Manager, Human Resources Director and/or other appropriate senior managers include, but are not limited to, policy violations, conflicts among employees, complaints made by employees and/or members of the public, operational constraints, constraints on an employee's ability to perform their assigned functions, requests for new services, etc.

9.3 AUTHORITY FOR CONTRACT INTERPRETATION AND APPLICATION

Supervisors may only apply the provisions of a collective bargaining agreement and/or policy as specifically described in such document(s). When employment and operational matters are not specifically addressed in an agreement or policy, or are otherwise subject to interpretation, supervisors shall consult with the Library Director and act in accordance with the Library Director's directions.

9.4 REPORTING PERSONNEL CHANGES TO THE UNION

Supervisors may be required to notify the Union of all new hires, promotions, lay-offs, recalls, and terminations of employees within the non-supervisory and supervisory bargaining units.

ARTICLE 10. RESIGNATION OF/ RETIREMENT FROM EMPLOYMENT

If an employee intends to end employment they are expected to provide at least 2 weeks' notice of their last day of work (if the employee plans on filing for retirement upon separation, it is recommended that they provide notice and consult with Human Resources at least 60 days prior to the date of separation to plan for transition of benefits).

Except in the case of a documented illness, injury, or other uncontrollable circumstances communicated to the Library Director as soon as practicable, the employee is expected to work all of their shifts, without use of leave time, during the last two weeks of employment. The last day on which an employee is actively on duty shall be considered their last day of employment. Any accrued leave that is payable after that date shall not count as service for the purposes of employment and related benefits, but may count as service for the purposes of retirement calculations in accordance with the rules of the Concord Retirement Board.

ARTICLE 11. LAYOFF & RECALL

11.1 NOTICE OF LAYOFF

When the Town intends to layoff an employee or employees, the employee and the Union shall be given written notice at least fourteen (14) calendar days in advance of the effective date, except in situations requiring unforeseeable and immediate action. In lieu of notice, the Town may opt to provide the employee(s) with two (2) weeks of pay.

11.2 RECALL

If the Town reinstates a position from which an employee was laid off within the past one (1) year of the employee's layoff date, that former employee will be offered re-employment to the position. The offer of re-employment shall be sufficient if made by certified letter addressed to the laid off employee at their last known address as shown by the records of the Town Human Resources Department. Any such laid off employee must respond to the offer within seven (7) calendar days of the date the letter was sent and be available for re-employment within twenty-one (21) calendar days after the letter was sent; otherwise the laid off employee shall be deemed to have refused re-employment and the Town's obligation under this Article is satisfied. There shall be no obligation to offer re-employment to any employee who has been laid off more than one (1) year or who has refused re-employment on one (1) occasion, whichever occurs sooner.

ARTICLE 12. DURATION OF AGREEMENT²

This Agreement shall remain in full force and effect upon execution, except as otherwise specified, until termination at midnight on June 30, 2024; provided, however, if there is no successor Agreement in place by June 30, 2024, and the parties are in negotiations, this Agreement shall be extended, subject to a ten (10) day notice. If either party gives a ten (10) day notice of termination to the other party during successor negotiations, the Agreement shall terminate after the expiration of the ten (10) day notice period.

Any time after October 1 in the fiscal year in which this Agreement is set to expire, either party may request, in writing to the other party, a request to initiate negotiations. The parties shall schedule the first negotiation session no later than thirty (30) days after submission of the request.

IN WITNESS THEREOF, this Agreement has been executed by:

Town Manager:

AFSCME Representatives:

Kerry A. Lafleur

Kerry A. Lafleur (Jul 22, 2022 17:05 EDT)

_____ Date

Kerry A. Lafleur

Wendy Timmons

Wendy Timmons (Aug 2, 2022 15:50 EDT)

_____ Date

Wendy Timmons, AFSCME

Anke Voss

Anke Voss (Aug 2, 2022 11:47 EDT)

_____ Date

Anke Voss

² Formerly, Article 10 (change effective 7/1/17)

APPENDIX A. SALARY SCHEDULES

BASE RATES

*Annual rates are for reference purposes only and are based on 40 hours per week.
This schedule does not determine a position's FLSA exempt status.*

Effective 7/1/2021

Grade Number & Class Title		Minimum	Maximum
LS-1	Annual	\$65,283	\$98,478
	Hourly	\$31.27	\$47.16
Branch Librarian Circulation Supervisor Head of Reference Supervisor of Children's Services			
LS-2	Annual	\$69,795	\$105,280
	Hourly	\$33.43	\$50.42
Curator Technical Services Coordinator			

Effective 7/1/2022

Grade Number & Class Title		Minimum	Maximum
LS-1	Annual	\$66,589	\$100,448
	Hourly	\$31.89	\$48.11
Branch Librarian Circulation Supervisor Head of Reference Supervisor of Children's Services			
LS-2	Annual	\$71,191	\$107,386
	Hourly	\$34.10	\$51.43
Curator Technical Services Coordinator			

Effective 7/1/2023

Grade Number & Class Title		Minimum	Maximum
LS-1	Annual	\$68,587	\$103,461
	Hourly	\$32.85	\$49.55
Branch Librarian Circulation Supervisor Head of Reference Supervisor of Children's Services			
LS-2	Annual	\$73,327	\$110,608
	Hourly	\$35.12	\$52.97
Curator Technical Services Coordinator			

APPENDIX B. PAYROLL DEDUCTION AUTHORIZATION – UNACCRUED VACATION

In accordance with Section 4.3.3 of the Agreement, no vacation leave shall be granted to an employee in advance of their accrual of such leave, unless authorized in advance the Town Manager. Any employee who wishes to request unearned paid vacation must submit this authorization form with their request.

Payroll Deduction Authorization Form

I, *(print name:)* _____, as a member of the Library bargaining unit represented by AFSCME, per the terms of the Agreement between the Union and the Town of Concord, agree to repay the Town upon termination of employment for any vacation time taken in advance of accrual. I authorize deduction from my gross earnings for the following specified item and amount:

IN PAYMENT FOR:

Vacation time taken but not yet accrued.

AMOUNT:

Total dollar value, at regular hourly rate of pay, of vacation time taken but not yet earned upon termination of employment with the Town of Concord.

TO BE DEDUCTED:

From final payroll period(s) in which earnings remain due.

Signature _____ Date _____

Routing

This signed form shall be submitted to Human Resources, via the Library Director, with the employee's request for vacation leave in advance of accrual. Once Town Manager approval has been obtained, Human Resources will route as follows:

Original: Employee Personnel File

Copies: Finance Administration; Library Director; Employee

APPENDIX C. PAYROLL DEDUCTION AUTHORIZATION – UNACCRUED PERSONAL

In accordance with Section 4.5.2 of the Agreement, in order to use personal leave in advance of it being earned, an employee must submit a signed copy of this one-time standing authorization form.

Payroll Deduction Authorization Form

I, *(print name:)* _____, as a member of the Library bargaining unit represented by AFSCME, per the terms of the Agreement between the Union and the Town of Concord, agree to repay the Town upon termination of employment for any personal time taken in advance of accrual. I authorize deduction from my gross earnings for the following specified item and amount:

IN PAYMENT FOR:
Personal time taken but not yet accrued.

AMOUNT:
Total dollar value, at regular hourly rate of pay, of personal time taken but not yet earned upon termination of employment with the Town of Concord.

TO BE DEDUCTED:
From final payroll period(s) in which earnings remain due.

Signature _____ Date _____

Routing

This standing authorization shall be submitted to Human Resources, who will route as follows:

Original: Employee Personnel File

Copies: Finance Administration; Library Director; Employee