

**AGREEMENT
BETWEEN
TOWN OF PEPPERELL
AND
LAWRENCE PUBLIC LIBRARY STAFF ASSOCIATION
MLSA, MFT, AFT, AFL-CIO
LOCAL 4928**

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

This Agreement entered into by the Town of Pepperell, hereinafter referred to as the “Employer” or the “Town” and the Lawrence Public Library Staff Association, Local 4928, MLSA, MFT, AFT, AFLCIO hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of mandatory conditions of employment, including wages and hours.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work, and other conditions of employment for all employees, as certified in MCR-4759 for the following classifications: all full-time and regular part-time library employees employed by the Town of Pepperell; but excluding the Director, custodians, all managerial, confidential, and casual employees, and all other employees.

ARTICLE II UNION DUES AND AGENCY SERVICE FEE

Section 1. Non-discrimination and Union membership

Membership in the Union will be uniformly available on a non-discriminatory basis to any member of the bargaining unit who applies. So long as such membership is available as heretofore agreed, the Employer will deduct dues as follows:

Upon receipt by the Employer of a signed voluntary authorization by the employee, the Employer agrees to deduct the weekly* Union membership dues levied in accordance with the Constitution of the Union from the pay of said employee, and remit the aggregate amount to the Treasurer of the Union, along with a list of employees from whose pay said dues shall have been deducted. Such remittance shall be made monthly.

An authorization may be revoked by an employee by sending a signed, written notice thereof to the Employer’s Treasurer, said revocation to take effect sixty (60) days after receipt thereof, and by filing a copy of said notice of withdrawal of authority with the Treasurer of the Union.

Section 2. Fair Share Deductions

In addition to the above, all bargaining unit members who are not members of the Union and/or have not voluntarily exercised an authorization for a Fair Share Deduction shall be required to pay to the Union, as a condition of employment, an Agency Service Fee on or after the thirtieth (30th) day following employment in the bargaining unit, or the ratification date of this Agreement, whichever is later. Said fee shall be deducted weekly*, as provided above. Part-

time employees shall pay the Agency Service Fee imposed by the Union, based upon said employee's annual compensation. The Agency Service Fee shall constitute, and be calculated solely on the actual cost of collective bargaining and contract administration.

Section 3.

The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability which may arise by reason of any action taken by the Union in connection with this Article. The Union agrees to assume full responsibility for the disposition of the monies deducted in connection with this Article once they have been turned over to the Treasurer of the Union, who shall provide such information to the Employer as may be required by the Employer under MGL, Ch. 180, §17A and §17G.

**this Agreement references the current weekly payroll system; although there is no current intent to change the existing system, the Employer, in the event it becomes necessary, for whatever reason, to go to a bi-weekly system, agrees such change shall be the subject of impact bargaining with the Union.*

ARTICLE III UNION BUSINESS

Section 1. The Union shall notify the Employer of the name(s) of Chapter Chairs and any other agents or officers immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of Chapter Chairs, agents, and officers.

Section 2. The Chapter Chair shall be granted a reasonable amount of time off during working hours, without loss of pay, to investigate and settle grievances, to attend hearings or meetings with Town Officials or state agencies relative to grievances, mediations or arbitrations, as well as to attend arbitration or mediation proceedings.

ARTICLE IV DISCIPLINE, DISCHARGE AND JUST CAUSE

Section 1. The Employer shall not discipline or discharge without just cause, any bargaining unit member who has completed his or her probationary period.

Section 2. The Chapter Chair shall be notified in writing of the discipline of any non-probationary employee covered by this contract, within one working day after the discipline is given.

Section 3. No non-probationary employee can be terminated without a meeting between the employee, Union representative, and the Director.

Section 4. Non-probationary employees have the right to invoke the grievance procedure established under this Agreement.

ARTICLE V SENIORITY

Section 1. Seniority shall be defined as length of continuous service in the Town. Seniority shall be acquired by an employee upon completion of his/her probationary period, at which time seniority shall be retroactive to the first day of employment.

Section 2. Seniority shall be broken when an employee (a) resigns, (b) retires, (c) is discharged, (d) is unable or otherwise fails to return to work at the expiration of an authorized leave of absence, (e) is laid off for a period of time in excess of the length of service held at time of layoff, or 2 years, whichever is shorter, (f) fails to return to work within a period of two (2) working days following receipt of notice of recall, or (g) is absent for more than three (3) days without notice to the Employer of the reason for absence.

ARTICLE VI PERFORMANCE EVALUATIONS

Employee performance shall be evaluated by the Director and each evaluated employee will be given a signed copy, and a second copy, with his or her signature, will be retained by the Employer, certifying that the Employee received the evaluation. Those forms will be kept (except the employee's copy) in the employee's personnel folder.

Each non-probationary employee is to be guaranteed at least one (1) performance review per year.

ARTICLE VII PROBATIONARY PERIOD

Section 1. A newly-hired employee shall be considered a probationary employee for the first six (6) months of employment. A probationary employee may be discharged or disciplined as exclusively determined by the Employer, and no such discharge or discipline may be made the subject matter of the grievance or arbitration provisions of this Agreement. At the conclusion of the probationary period, all benefits shall be retroactive to the date of hire.

Section 2. The Director shall evaluate probationary employees one (1) month prior to completion of the six (6) months' probationary period. A satisfactory performance evaluation must be on file prior to the employee continuing his employment with the Town at the end of his probationary period, or being allowed to take sick leave or vacation time following his sixth month of employment.

ARTICLE VIII
NON-DISCRIMINATION

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, or genetic information, gender identity or transgender status. Neither Employer nor Union will interfere with the rights of the employees to join or not join the Union or pay a service fee, and will not discriminate against employees because of their Union or non-Union affiliation.

There shall be no discrimination by agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement. There shall be no discrimination by the Union against any employee because of his or her non-activity or non-membership in the Union.

If the Employer provides an accommodation to an Employee in Accordance with the provisions of the Americans With Disabilities Act (“ADA”), that accommodation shall not be the subject of arbitration, provided that, prior to implementation, the Union has been provided with an explanation of the specific accommodation proposed, as well as the reason for same, and has been given the opportunity to bargain any related contract issues.

ARTICLE IX
GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, regarding the application, meaning, or interpretation of any portion or portions of this Agreement, shall be settled in the following manner:

Informal Step. The Union Representative, within thirty (30) days of an occurrence of the time of gaining knowledge of same, with or without the aggrieved employee(s) shall take up the grievance with the Director. The Director shall attempt to adjust the grievance informally, after having an informal meeting or discussion. No matter involving a question of potential discharge of an employee shall commence at this step.

Step 1. If there is no resolution to the issue within five (5) working days of the date of the meeting or discussion, the aggrieved employee, along with his/her Union Representative shall present the grievance in writing to the Director. The Director shall meet with the employee within five (5) working days, and thereafter render his/her decision within seven (7) working days from the date of the meeting.

The written grievance submittal will contain (a) a concise statement of the facts, (b) a citation of the applicable contract language, which shall include the article and section under which the grievance arises, (c) the specific provision of the contract that has allegedly been violated; and (d) the remedy sought.

Step 2. If the grievance is not satisfactorily resolved in Step 1, it may be presented in writing to the Library Board of Trustees within five (5) working days of the Director's response, or its due date. The Board shall meet with the aggrieved employee within ten (10) working days of receipt of the grievance and thereafter render a written decision within five (5) working days of the date of the meeting, with copies to the employee, the Chapter Chair, the Board of Selectmen, and the Personnel Administrator.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be presented to the Board of Selectmen within five (5) working days of the Step 2 decision, or its due date. The Board of Selectmen or its designee shall meet with the aggrieved employee(s) and his/her Union representative within ten (10) working days from the date the grievance was received. The Board of Selectmen or its designee shall respond in writing to the grievance within five (5) working days from the date of the meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the Union may, within ten (10) working days from the reply of the Board of Selectmen or its designee, with written notice to the other party, file for mediation with the State Board of Conciliation and Arbitration.

Should mediation fail, or as an initial action by agreement of the parties, the matter may be referred for arbitration to the American Arbitration Association, and such arbitration shall be conducted under their rules and procedures. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties. The arbitrator shall not issue a decision that is contrary to state or federal law. The expenses for the arbitrator's services and the proceedings, if any, shall be borne equally by the Employer and the Union. Incidental expenses incurred by either party shall be borne by that party.

If either party desires a transcript of proceedings, it may cause such transcript to be made, providing it pays any charges for creating such record, and makes a copy available without charge to the other party, and a copy available to the arbitrator. Any such transcript shall be designated by the parties as the official record.

The parties may, by mutual agreement, in writing, extend the time limits referred to in this Article. Otherwise the time limits stated are binding on both parties.

The Union's failure to initiate the Informal Step within the appropriate time limit shall result in barring the grievance. The failure of the Director, the Board of Trustees, or the Board of Selectmen (or its designee) to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Employer or the Union may move the matter to arbitration. The Employer may also process grievances under the grievance procedure.

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.

No arbitration award shall include payment by the Town of punitive damages to the Union or the employee.

The arbitrator shall have no authority to award interest.

Grievances may be settled without precedent at any stage of the grievance procedure until the issuance of a final award by the arbitrator.

ARTICLE X LEAVES

Section 1. Funeral Leave.

In the event of the death of a parent, spouse, child, grandchild, or any other person residing in the employee's household, any member of the bargaining unit will be guaranteed five (5) consecutive calendar days off, without loss of wages for any day(s) included therein which the employee was regularly scheduled to work. In the event of the death of a mother-in-law, father-in-law, grandparent, brother, or sister, four (4) consecutive calendar days will be guaranteed, with no loss of wages for any day(s) included therein which the employee was regularly scheduled to work.

Additional paid funeral leave may be granted at the discretion of the Director, with the approval of the Personnel Administrator.

Section 2. Holidays.

Floating Holidays

The following holidays shall be paid holidays for benefit employees (an employee who is regularly scheduled to work twenty (20) hours or more per week) who would normally be scheduled to work on that day. All benefit employees shall be paid for the hours they would normally have been scheduled to work on:

New Year's Day

July 4th

Veterans Day

Thanksgiving

Christmas Day

½ day Christmas Eve (N.B. - if Christmas falls on Sunday or Monday, the preceding Saturday shall be construed to be Christmas Eve)

If any of the preceding holidays falls on a Sunday or a Monday or a benefit employee's regularly scheduled day off, all benefit employees shall be awarded compensatory time, calculated at 8 hours for full time employees, and a pro rata amount of hours for those employees who work at least 20 hours, but less than 40 hours per week. Said compensatory time must be used within the fiscal year in which it was earned. If July 4th falls on a Saturday, the preceding Friday shall be a paid holiday."

Fixed Holidays

Because the following holidays regularly fall on a Monday when the Library is closed, holiday compensation (as calculated in the preceding paragraph) shall be granted to benefit employees as compensatory time, which must be used within the fiscal year:

Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Labor Day
Columbus Day
Patriots' Day

Non-Benefit Employees

Notwithstanding the restriction of holiday compensation to benefit employees as described above, the Town (without establishment of any precedent regarding allowance of benefits to other categories of employee) agrees that non-benefit employees who would normally be regularly scheduled to work on a particular day on which a "floating holiday" falls, will receive his or her regular weekly compensation, as if there had been no holiday.

Section 3. Personal Leave

Effective 7/1/2000, 40-hour employees are entitled to sixteen (16) hours of personal leave with pay, which shall be credited on July 1st annually. New full-time employees who have completed their probationary period are entitled to eight (8) hours of personal leave, with pay, for use through the end of the current contract year, Part time benefit employees shall be granted personal leave on a pro rated basis, rounded to the nearest half hour. Personal leave must be taken within the fiscal year in which it was awarded, and shall be scheduled with the approval of the Director, subject to the operating needs of the Library, as determined by the Director.

Section 4. Sick Leave

40 hour employees are entitled to 6-2/3 hours of sick time for each completed calendar month. Sick leave for all other benefit employees shall accrue on a pro rated basis. Sick leave may be taken in half-hour increments.

Benefit employees shall be allowed to use sick days in the event of personal illness, family illness, or doctors' appointments, subject to probationary period exclusion.

Unused sick leave shall be accumulated from year to year to a maximum of seven hundred twenty (720) hours. Five (5) or more consecutive working days of sick leave, or less than five (5) days if required by the Department Head, will require a physician's certificate certifying the illness, to be submitted to the Department Head, a copy of which shall be forwarded to the Town Accountant for the office file. Failure to provide such certificate may result in loss of compensation for each consecutive sick day thereafter.

Section 5. Vacation

Benefit employees shall be entitled to vacation leave with pay on the basis of their regularly scheduled hours per week. Vacation leave for employees working 20 or more hours, but less than 40 hours per week shall accrue in the proportion of their scheduled hours per week to forty hours (on a pro rated basis). New employees may accrue, but may not take vacation leave during the first six-months of their probationary period.

Vacation leave shall accrue monthly on the basis of the number of completed calendar months of active employment with the town. Vacation leave may accumulate to a maximum of 1.5 times an employee's maximum annual accrual amount. They may take (and charge) vacation in hourly increments.

Complete Months Of Active Employment	Monthly Accrual Accrual Amount (hours)	Maximum Yearly Amount (hours)
0-60	6 2/3	80
61-120	10	120
121-179	13 1/3	160
180-299	16 2/3	200
300 plus	20	240

If an employee's work hours are revised downward, and that employee had accumulated more leave than the new limit allows, the employee may not carry the excess for more than 1 year, but may have vacation time paid out the excess. Excess vacation hours will be paid out to the employee in such a manner that the employee does not receive more than 40 hours per week of regular pay and vacation leave combined.

Employee requests for scheduled vacation time shall be submitted to the Director according to the following schedule:

For two or more weeks' continuous vacation time: 30 days in advance of requested date(s);

For one to two weeks' continuous vacation time: 15 days in advance of requested date(s);

For 1-4 days' continuous vacation time, or for personal days: 48 hours in advance of requested date(s)

In the event that multiple vacation requests for the same or overlapping dates threaten to negatively impact the function of the department, management shall have the right to refuse specific requests. Requests submitted prior to January 15 in any calendar year shall be considered a vacation category, and shall be allotted, in the event of conflicts, by seniority. Requests submitted after January 15, but prior to March 15 in any calendar year shall be considered a second category, and, in the event of conflict, shall be allotted by seniority. Requests made after March 15 shall be allotted as received, and, in the event of conflict, shall be allotted by seniority.

Section 6. Non-Benefit Employees Sick Leave Bank

The Union is authorized to establish and administer a sick leave bank for the assistance of non-benefit employees. The sick bank will be stocked with sick leave hours voluntarily donated by benefit employees. Sick bank hours may be awarded to non-benefit employees for illness for themselves or for family members. A non-benefit member may use up to the total number of hours worked in a two (2) week period in each contract year. No benefit employee may make a contribution to the sick leave bank the effect of which would be to leave less four (4) weeks of sick leave in his/her own sick leave account based on his/her average weekly schedule.

When a non-benefit member is out sick, they will immediately notify the Sick Bank Chair. The Union shall, immediately upon making any award of sick time from the bank, notify the Town Accountant of the name of any individual who has been granted sick time from the bank and the number of sick time hours so awarded.

The Union shall file and maintain a current edition of its rules and procedures for the Non-Benefit Sick Leave Bank with the Town Accountant and shall provide said accountant on or before the last day of each month with a statement reflecting the names of contributors to the sick leave bank, and the number of days each has contributed during that month.

Section 7. Benefit Employees Sick Leave Donation

All benefit employees will have the ability to donate a portion of their sick leave, on a case by case basis, directly to any other benefit employee who has exhausted or will exhaust all of his/her sick leave. All donations will be anonymous and will go through the sick bank chair.

Prior to any donation and in order to receive a donation of sick leave, the benefit member in need must appeal to the sick bank chair. The sick bank chair will pass the appeal to each of the other benefit members.

No benefit employee may make a contribution to any other benefit employee the effect of which would be to leave less than four (4) weeks of sick leave in his/her own sick leave account based on his/her average weekly schedule.

The sick bank chair shall, immediately upon passing on any donation of sick time, notify the Town Accountant of the name of any individual who has been granted sick time and the benefit employee from whom it was donated and the subsequent amount of sick time hours donated.

ARTICLE XI OTHER LEAVES

Section 1. Jury Duty

Employees summonsed to appear for jury duty shall submit a copy of the summons to the Director and shall be granted time off to perform the service. The Employer shall pay the employee his or her regular, straight-time wages for those specific days of jury service that said employee was regularly scheduled to work. The employee shall remit to the Town all monies

(exclusive of travel or other allowances) received as compensation for his or her jury service on those days he or she was regularly scheduled to work, up to the amount paid by the Town as wages. An employee who serves jury duty shall file a juror service certificate with the Town Accountant as proof of service

Section 2. Military Leave

Any employee who serves an annual tour of military duty shall be granted leave with pay up to seventeen (17) days per calendar year. This section is subject to state and federal laws. The employee shall furnish to his or her Department Head sufficient proof of military service, either in the form of an authenticated copy of his or her orders, or an authenticated certificate showing the date or dates on which such duty was performed.

Section 3. Parental Leave

Employees covered by this Agreement shall be entitled to parental leave in accordance with the provisions of Chapter 149, Section 105D of the Massachusetts General Laws and the Family Medical Leave Act. Upon the expiration of such leave, the employee shall be reinstated to his/her former position.

Employees out on parental leave may, at the employee's option, be compensated for any outstanding sick time, vacation time, and/or personal time.

A copy of MGL, Ch. 149, s. 105D and the Family Medical Leave Act shall be available at the Library.

ARTICLE XII BULLETIN BOARDS

Bulletin Board Space will be provided for Union Business within the employee break area, and posting of Union-related materials shall be limited to that space, unless otherwise approved by the Director. The said space shall not be used for display of materials advocating for or against candidates for any public office.

ARTICLE XIII LAYOFF AND RECALL

Section 1. Layoff

In the event it becomes necessary to lay off employees, the Employer and the Union agree to meet immediately to discuss methods of procedure and implementation. Voluntary resignations or retirements shall be considered first. If further action is required, seniority within the Library and within a classification shall be the determining factor. The least senior person in the classification shall be the first laid off. Such employee due to be laid off shall have the right to bump other employees having less seniority in the same or lower classifications for which they are qualified. Management shall have the right to supersede seniority considerations regarding

layoffs when the effective function of the department is contingent upon the specific skills of any individual, and provided the subject employee has the qualifications to do the job

Section 2. Recall.

Employees who have been laid off shall be entitled to recall for a period of up to two (2) years from the date of their layoff, or a time equivalent to their term of service with the Town of Pepperell, whichever is shorter. In recalling employees to work, the inverse of the layoff procedure will be applied, provided that in each case the senior employee is qualified.

Employees shall be responsible for keeping the Employer informed as to their current addresses and phone numbers.

An employee, notified that an opening exists, shall have two (2) working days from the receipt of the certified notice to notify the Employer of his/her availability.

All contractual benefits existing at the time of layoff shall be retained at the time of rehire, with lapses in service time having no effect upon accrual balances, and there shall be no accrual of seniority during the period of layoff.

ARTICLE XIV
INSURANCE

All employees falling under the provisions of this Agreement and regularly working at least twenty (20) hours per week, shall be eligible to participate in group health and life insurance programs offered by the Town to its employees, and at the same premium rates and benefit limits.

All employees receiving benefits under this section shall be eligible for "Section 125" pre-tax allocation of benefit charges.

All employees falling under the provisions of this Agreement, without limit on the number of hours worked per week (except as they provide sufficient regular pay to support the deduction of the premiums) shall be eligible to participate in the Town's wholly subscriber-paid dental plan.

The Bargaining Unit shall have one seat on the Chapter 32b employee's insurance advisory committee.

We will continue to offer a \$2,000 (contract amount prevails) annual opt-out clause for those employees who choose to leave the town health insurance plans. We will also provide a \$1,000 opt out for those employees who leave a town family plan and participate in an individual plan.

ARTICLE XV
LEAVE OF ABSENCE WITHOUT PAY and WORKER'S COMPENSATION

Section 1. Upon a written request, the Director may grant a leave of absence without pay to a full-time or part-time employee for up to thirty (30) calendar days per year. Leaves of absence for periods of time in excess of thirty (30) days shall require the approval of the Board of Trustees, which shall consult with the Director. Employees on unpaid leave shall return to work at the specified date and time, unless the Director or the Board of Trustees extends the leave. Failure to return to work on the specified date, except in the case of a leave for medical necessity or for disability for which the Employer's Workers' Compensation insurer is making payments, will be considered a resignation from employment with the Town, with the loss of all seniority and benefits. Grievances arising from this section shall not be arbitrable.

Section 2. Employee benefits, including sick leave and vacation, do not accrue during leaves of absence without pay, including absences covered by Workers' Compensation, but shall remain frozen at the levels at which they existed at the commencement of the leave. In order to continue coverage under the Employer's health and life insurance plans, employees shall pay the total monthly premiums for the plans, payable to the Treasurer on the first of each month - except in the case of leave for medical necessity or disability for which the Employer's Workers' Compensation insurer is making payment, in which case the Employer, at the discretion of the Board of Selectmen, may elect to pay a percentage of the premium for the medical insurance.

Section 3. In the case of an employee on leave of absence for medical necessity or disability for which payments are being paid by the Employer's Workers' Compensation insurer, the employee may elect to receive wages or salary in part for sick leave accumulated as of the commencement of the leave, to be paid in such amounts as, when added to the compensation received from the Employer's insurer, will result in up to full payment of his/her wages or salary until the depletion of the accumulated sick leave. Otherwise no cash salary or wages shall be paid for any period in which total incapacity compensation is paid by the Town's insurer, except that, in the case of subsequent separation from the Employer's employment during the term of the leave, the employee may receive salary or wages in full for any accumulated vacation leave existing at the commencement of the leave of absence.

Section 4. Employees returning from an unpaid leave of absence shall be credited with seniority and benefits at the level at which they were frozen, and to the extent that they were not used in conjunction with Workers' Compensation.

ARTICLE XVI
COURSE REIMBURSEMENT

All job-related courses or other professional development activities approved by the Director will be reimbursed at the rate of 50% of the cost (i.e., tuition and enrollment fees). Employees must receive a grade of B or better, or a "pass" in a pass/fail course, for such reimbursement to apply. Any course or training required by the Director will be reimbursed at 100%.

ARTICLE XVII
UNSCHEDULED CLOSINGS

Unforeseen, but necessary Library closings shall be effected at the discretion of the Director. In the event the Pepperell Town Hall is closed due to a weather emergency, the Library, at the discretion of the Director, may also be closed. Employees scheduled to work, but not required to report to work or remain at work when the Library is temporarily closed for any reason shall not suffer monetary loss or loss of paid time due to such temporary closing.

Employees not scheduled to work on the day of the closing; employees who have already committed to sick leave, vacations or holiday leave prior to the decision to close; and employees who have already been dismissed from work for personal reasons prior to the effective time of the closing shall not be eligible for further or alternate compensation arising from the closing.

ARTICLE XVIII
JOB POSTING

All new positions and all vacancies in existing positions will be posted for a minimum of ten (10) working days in the library workroom. Such notice shall set forth the salary, hours, and the general responsibilities of the job functions of the position.

Notice of such position shall be provided to the Chapter Chair of the Lawrence Library Staff Association.

If the Employer has determined that a vacancy is not to be filled, no posting shall be required. Any posting, once made, may be withdrawn by the Employer within the ten (10) day posting period, provided that the subject vacancy or position is not to be filled within thirty (30) days of the original date of posting, Such decision by the Employer shall not be arbitrable.

Employees interested in the subject position shall apply in writing within the ten (10) day period. If there are applicants from within the bargaining unit, the Employer shall, as soon as possible, but in any case within thirty (30) days of expiration of the posting period, award the position, giving consideration to the following factors: 1) length of service; 2) overall performance ability; 3) specific qualifications relating to the posted position. No employee shall be restricted from applying for any position. If no applicant from within the bargaining unit is qualified, the Employer may fill the position from outside the bargaining unit.

All qualified internal applicants shall be granted an interview.

In cases of conflict between equally qualified candidates concerning filling any given vacancy from an internal applicant pool, seniority within the library shall be the determining factor.

ARTICLE XIX
STABILITY OF AGREEMENT

No agreement, understanding, alteration, amendment or variation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Employer 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 Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the members to such future performance shall continue in full force and effect.

ARTICLE XX
NO STRIKE

Section 1. No employee covered by this Agreement will engage in, induce, or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work- to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. 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, picketing, sympathy strike, or other 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.

Section 3. The Union agrees that, should any employee or group of employees covered by this Agreement engage in any such 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.

Section 4. 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 including termination, by the Town against an employee.

Section 5. During the term of this Agreement, the Town shall not lock out bargaining unit employees. The Town's failure to provide work for economic or operational reasons will not be deemed a lockout.

Section 6. 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.

ARTICLE XXI
WAIVER

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly 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.

ARTICLE XXII
MANAGEMENT RIGHTS

Section 1. Except as specifically directed or provided by the terms of this Agreement, the Employer will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without further bargaining with the Union, all the powers, authority, and prerogatives of management, including, but not limited to the following items:

- (a) the operation and direction of the affairs of the Town in all of their various aspects
- (b) the determination of the level of services to be provided
- (c) the direction, control, supervision, and evaluation of the employees, including the establishment of the evaluation instrument, the frequency of evaluations, and the conducting of the evaluation, subject to bargaining
- (d) the determination of new employee classifications
- (e) the determination and interpretation of new job descriptions
- (f) the increase, diminishment, change, or discontinuation of operations, in whole or in part
- (g) the institution of technological changes, or the revision of processes, systems, or equipment from time to time
- (h) the alteration, addition, or elimination of existing methods, equipment, facilities, or programs

(i) the determination of the location, organization, and number and training or personnel

(j) the assignment of duties and work assignments, and the change of duties and work assignments from time to time

(k) the creation, assignment, and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts

(l) the assignment to work sites, including the change of work sites from time to time

(m) the granting and scheduling of leaves

(n) the scheduling and enforcement of working hours

(o) the requirement and assignment of overtime

(p) the determination of 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

(q) the hiring, appointment, or promotion of employees, including the determination of qualifications and requirements for the position

(r) the demotion, suspension, discipline, or discharge of non-probationary employees for just cause

(s) the layoff or relief of employees due to lack of funds or work, or the incapacity to perform duties for any reason

(t) the establishment of new jobs and the abolishment or change of existing jobs

(u) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary, subject to prior notice and possible impact bargaining with the Union

(v) the hiring of temporary workers only under the following conditions:

a. The need for a temporary worker(s) exceeds one (1) week;

b. All available hours must be offered first to bargaining unit members regardless of their scheduled hours, subject to qualifications;

c. No temporary worker shall be hired if any bargaining unit member is on a lay-off status and is available and willing to work subject hours;

and the Town will have the right to invoke these rights and make such changes in these items as the Employer, in its sole discretion, may deem appropriate, without negotiation with the Union.

Section 2. Unless an express, specific provision of this Agreement Clearly provides otherwise, the Employer, acting through the Director or other appropriate official as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Library.

Section 3. The failure of either party in any instance to exercise any right(s) under this Agreement shall not be considered a waiver of such rights.

Section 4. 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.

ARTICLE XXIII
CLASSIFICATION AND COMPENSATION SCHEDULES

CLASSIFICATION:

Grade	REGULAR/HOURLY (B)	REGULAR/SALARIED (C)	REGULAR HOURLY (D)
0			Library Page
1			
2			
3	Library Technician		
4	Senior Library Technician Interlibrary Loan Specialist	Circulation Supervisor	
5		Youth Service Librarian	
6		Assistant Director	
7			
8			
9			
10			

COMPENSATION:

The following Compensation Schedules¹ represent rates effective for FY18-FY20 commencing July 1, 2017.

SCHEDULE B
 COMPENSATION PLAN
 FISCAL 2018 (EFFECTIVE JULY 1, 2017)
 REGULAR FULL-TIME AND REGULAR PART-TIME HOURLY
 LIBRARY EMPLOYEES

GRADE	1.75%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	14.75	15.34	15.96	16.60	17.26	17.95
2	15.63	16.25	16.90	17.58	18.28	19.01
3	17.21	17.89	18.61	19.35	20.13	20.93
4	18.91	19.66	20.45	21.27	22.12	23.00
5	20.82	21.65	22.52	23.42	24.35	25.33
6	22.90	23.82	24.77	25.76	26.79	27.87
7	25.17	26.18	27.23	28.32	29.45	30.63
8	27.70	28.80	29.96	31.15	32.40	33.70
9	30.47	31.69	32.96	34.28	35.65	37.08
10	33.51	34.85	36.24	37.69	39.20	40.77

SCHEDULE C
 COMPENSATION PLAN
 FISCAL 2018 (EFFECTIVE JULY 1, 2017)
 REGULAR FULL-TIME AND REGULAR PART-TIME SALARIED
 LIBRARY EMPLOYEES

GRADE	1.75%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	14.75	15.34	15.96	16.60	17.26	17.95
2	15.63	16.25	16.90	17.58	18.28	19.01
3	17.21	17.89	18.61	19.35	20.13	20.93
4	18.91	19.66	20.45	21.27	22.12	23.00
5	21.18	22.03	22.91	23.83	24.78	25.77
6	23.73	24.68	25.66	26.69	27.76	28.87
7	26.57	27.63	28.73	29.88	31.08	32.32
8	29.76	30.95	32.19	33.48	34.82	36.21
9	33.33	34.67	36.05	37.50	39.00	40.56
10	37.33	38.83	40.38	41.99	43.67	45.42

¹ Arithmetic subject to verification by the Town and the Union.

SCHEDULE D
 COMPENSATION PLAN
 FISCAL 2018 (EFFECTIVE JULY 1, 2017)
 LIBRARY PAGES
 1.75%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
0	10.75	11.19	11.63	12.10	12.58	13.09

Employees on staff on the effective date of the original contract (i.e. July 1, 1999) shall have an anniversary date of July 1: all employees hired after that date shall have anniversary dates established by the date of hire.

Each employee shall annually progress one step on the scale, on his or her anniversary date.

SCHEDULE B
 COMPENSATION PLAN
 FISCAL 2019 (EFFECTIVE JULY 1, 2018)
 REGULAR FULL-TIME AND REGULAR PART-TIME HOURLY
 LIBRARY EMPLOYEES
 2.00%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	15.05	15.65	16.27	16.92	17.60	18.30
2	15.94	16.58	17.24	17.93	18.65	19.40
3	17.55	18.26	18.99	19.75	20.54	21.36
4	19.29	20.06	20.86	21.70	22.56	23.47
5	21.24	22.09	22.97	23.89	24.84	25.84
6	23.36	24.29	25.26	26.27	27.33	28.42
7	25.67	26.70	27.77	28.88	30.03	31.24
8	28.25	29.38	30.56	31.78	33.05	34.38
9	31.08	32.32	33.62	34.96	36.36	37.81
10	34.18	35.55	36.97	38.45	39.99	41.59

SCHEDULE C
 COMPENSATION PLAN
 FISCAL 2019 (EFFECTIVE JULY 1, 2018)
 REGULAR FULL-TIME AND REGULAR PART-TIME SALARIED
 LIBRARY EMPLOYEES

GRADE	2.00%					
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
1	15.05	15.65	16.27	16.92	17.60	18.30
2	15.94	16.58	17.24	17.93	18.65	19.40
3	17.55	18.26	18.99	19.75	20.54	21.36
4	19.29	20.06	20.86	21.70	22.56	23.47
5	21.60	22.47	23.37	24.30	25.27	26.28
6	24.20	25.17	26.18	27.23	28.32	29.45
7	27.10	28.19	29.31	30.49	31.70	32.97
8	30.36	31.57	32.83	34.15	35.51	36.93
9	34.00	35.36	36.77	38.24	39.77	41.36
10	38.08	39.60	41.18	42.83	44.54	46.33

SCHEDULE D
 COMPENSATION PLAN
 FISCAL 2019 (EFFECTIVE JULY 1, 2018)
 LIBRARY PAGES

GRADE	2.00%					
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
0	10.97	11.40	11.86	12.33	12.83	13.34

Employees on staff on the effective date of the original contract (i.e. July 1, 1999) shall have an anniversary date of July 1: all employees hired after that date shall have anniversary dates established by the date of hire.

SCHEDULE B
 COMPENSATION PLAN
 FISCAL 2020 (EFFECTIVE JULY 1, 2019)
 REGULAR FULL-TIME AND REGULAR PART-TIME HOURLY
 LIBRARY EMPLOYEES

GRADE	2.25%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	15.39	16.00	16.64	17.31	18.00	18.72
2	16.30	16.95	17.63	18.33	19.07	19.83
3	17.94	18.66	19.41	20.19	20.99	21.83
4	19.72	20.51	21.33	22.19	23.07	24.00
5	21.72	22.59	23.49	24.43	25.41	26.42
6	23.89	24.84	25.83	26.87	27.94	29.06
7	26.25	27.30	28.39	29.52	30.71	31.93
8	28.89	30.04	31.24	32.49	33.79	35.14
9	31.78	33.05	34.37	35.75	37.18	38.66
10	34.95	36.35	37.80	39.31	40.89	42.52

SCHEDULE C
 COMPENSATION PLAN
 FISCAL 2020 (EFFECTIVE JULY 1, 2019)
 REGULAR FULL-TIME AND REGULAR PART-TIME SALARIED
 LIBRARY EMPLOYEES

GRADE	2.25%					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	15.39	16.00	16.64	17.31	18.00	18.72
2	16.30	16.95	17.63	18.33	19.07	19.83
3	17.94	18.66	19.41	20.19	20.99	21.83
4	19.72	20.51	21.33	22.19	23.07	24.00
5	22.09	22.97	23.89	24.84	25.84	26.87
6	24.74	25.73	26.76	27.83	28.95	30.11
7	27.71	28.82	29.97	31.17	32.42	33.71
8	31.04	32.28	33.58	34.92	36.32	37.77
9	34.77	36.16	37.60	39.11	40.67	42.30
10	38.94	40.49	42.11	43.80	45.55	47.37

SCHEDULE D
 COMPENSATION PLAN
 FISCAL 2020 (EFFECTIVE JULY 1, 2019)
 LIBRARY PAGES
 2.25%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
0	11.22	11.67	12.13	12.62	13.12	13.65

Employees on staff on the effective date of the original contract (i.e. July 1, 1999) shall have an anniversary date of July 1; all employees hired after that date shall have anniversary dates established by the date of hire.

Each employee shall annually progress one step on the scale, on his or her anniversary date.

The parties agree to reopen negotiations at the request of either party following any town meeting or town wide vote affecting the overall budget of the Town for the purpose of bargaining wages only.

Employees on staff on the effective date of the original contract (i.e. July 1, 1999) shall have an anniversary date of July 1; all employees hired after that date shall have anniversary dates established by the date of hire. Each employee shall annually progress one step on the scale, on his or her anniversary date.

Working in a Higher Classification:

When an employee is assigned to work in a higher classification for more than one (1) week, she/he shall be paid at the higher wage rate for all hours worked in the higher classification.

Direct Deposit:

Effective July 1, 2008, or on such later date as may be determined by the Town, all employee wage payments shall be electronically forwarded by the Town directly to a bank account or financial institution designated by the employee for receipt and employees may no longer receive wage payments by check. The Town may, however, for those employees on extended leave, pay by check and not through direct deposit.”

ARTICLE XXIV
 LONGEVITY

Benefit employees are entitled to longevity pay, commencing at the completion of five calendar years from the date of hire. The following schedule applies to full-time (40 hour/week) personnel; individuals working 20 or more hours, but less than 40 hours per week will receive proportionate payments.

For each subject year, payments will be made as follows:

Years 6-10:	\$750 plus \$40 x grade
Years 11-15:	\$850 plus \$45 x grade
Years 16-20:	\$950 plus \$50 x grade
Years 21-25:	\$1,050 plus \$55 x grade
Years 26-30:	\$1,150 plus \$60 x grade
Years 31-35:	\$1,200 plus \$70 x grade
Years 36 and after:	\$1,300 plus \$80 x grade

Except that any employee already scheduled under the old "Bylaw" scale to receive more than \$1,000 in longevity pay in FY 2000, shall be paid that scheduled amount, which shall also be a cap for their longevity payments, unless and until they come, by progress of term of employment, into conformity with the schedule set forth above. No employee shall, under any circumstances, receive more than \$3,500 in longevity pay in any fiscal year.

In each fiscal year, longevity payments shall be based upon the employee's term of employment as of June 30 of the preceding fiscal year, and shall be paid out in two equal payments in December and June.

ARTICLE XXV
RETROACTIVE PAY CLAUSE

All negotiated terms and pay adjustments will be paid retroactively to the commencement date of this contract for all members of the Bargaining Unit, including anyone on parental leave at the time the contract is implemented.

ARTICLE XXVI
MILEAGE

Any employee required to utilize a personal vehicle to attend work-related seminars, workshops, or meetings approved by the Library Director will be reimbursed for all mileage approved by the Library Director at the state rate.

ARTICLE XXVII
PAID MEAL BREAKS

Employees who work six (6) or more consecutive hours per day during lunch or dinner time shall be entitled to a ½ hour paid meal break.

ARTICLE XXVIII
WORKING CONDITIONS

No employee shall be required to work in an area where the temperature falls below sixty-two (62) degrees or rises above eighty-five (85) degrees.

ARTICLE XXIX
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with our enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE XXX
DURATION

This Agreement between the Employer and the Union shall be effective July 1, 2017, and shall continue in full force and effect until the close of the day on June 30, 2020.

For:

Town of Pepperell

Date: _____

For:

Lawrence Public Library Staff
Association
MLSA, MFT, AFT AFL-CIO, Local 4928

Date: _____