

AGREEMENT

between

CITY OF ATTLEBORO

and

ATTLEBORO PUBLIC LIBRARY EMPLOYEE ASSOCIATION,
LOCAL 4928, MLSA, AFTMA, AFT, AFL-CIO

JULY 1, 2023 – JUNE 30, 2026

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2023, by and between the City of Attleboro, hereinafter referred to as the "City," and the Attleboro Public Library Employees Association, Local 4928, MLSA, AFTMA, AFT, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the City and the Union entered into a collective bargaining Agreement covering the period from July 1, 2020, through June 30, 2023, with respect to the wages, hours of work and other conditions of employment of the employees represented by the Union; and

WHEREAS, said Agreement terminated on June 30, 2023, and the City and the Union desire to enter into a new Agreement, covering the period from July 1, 2023, through June 30, 2026, with respect to wages, hours and other conditions of employment of said employees.

NOW, THEREFORE, it is mutually agreed between the City and the Union as follows:

ARTICLE I RECOGNITION

The City recognizes the Union for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions arising there under as the exclusive bargaining agent and representative of all full-time and regular part-time employees of the Attleboro Public Library, except the Director of the Library and the Assistant Director of the Library, custodians and pages. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

ARTICLE II MANAGEMENT RIGHTS

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts, that the Mayor, the Library Trustees and the Library Director have the exclusive rights, responsibility, and final authority for establishing the policies for the control, direction, and management of the City Libraries. Therefore, it is understood and agreed that this Agreement

concerns those matters of wages, hours, and conditions of employment which have been expressly bargained for and are included herein and expressly reserves those powers, prerogatives and authority not expressly abridged or modified by the Agreement to the City.

2. Both parties recognize the right of the Union to represent and bargain collectively for the employees of the City who are covered by this Agreement.

3. Both parties recognize that the Mayor and the Library Director shall at all times retain the right to direct employees in the performance of their duties, to hire, promote, transfer, assign and retain employees within the department, to suspend, demote, discharge or take other disciplinary action against employees for just cause, to lay off employees from duties because of lack of work or for other legitimate reasons to maintain the efficiency of the operations entrusted to them, to determine the methods, means, and personnel by which such operations are to be conducted, to determine the mission of the City, and the taking of all necessary actions to carry out its mission in emergencies.

4. Both parties agree that it is their responsibility to abide by the terms of the Agreement for its duration

ARTICLE III NO STRIKES

Section 1. A strike is defined as the refusal of an employee, in concerted action with others, to report for duty, or their willful absence from their position, or their stoppage of work or their abstinence in whole or in part from the performance of the duties of employment as established by this Agreement or as established in a collective bargaining Agreement between the City and the Union expiring immediately preceding the alleged strike.

Section 2. The Union shall not engage in a strike, and no said employee of the Union shall induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by said employees.

Section 3. No compensation shall be paid by the City to an employee with respect to any day or part thereof when such employee is engaged in a strike against the City.

Section 4. Any employee who engages in a strike shall be subject to discipline and discharge proceedings by the City.

ARTICLE IV
HOURS OF DUTY

Section 1. The administrative workweek for the employees covered by this Agreement shall be Sunday through Saturday. The regular workweek of full-time employees shall consist of thirty-five (35) hours scheduled over not more than five (5) days. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods, or scheduled non-consecutive work hours as mutually agreed to by the Library Director and individual employees. The hours of work of regular part-time employees shall be scheduled by the Director of the Library.

Section 2. All employees shall have a daily lunch period of one (1) hour in duration without pay.

Section 3. The starting and ending times of the daily work schedules shall be determined and fixed by the Director of the Library or their designee, and such schedules may be changed to meet changing conditions of operations.

Section 4. Employees will not be required to report for work on days when the Library is closed because of extreme weather or other emergency conditions. Employees will be paid for such days without any charge to annual leave. The Library will be closed only on such days when City Hall is closed by order of the Mayor and on such other days, or portions thereof, when City Hall is not open for business but employees of the Library are scheduled to work, by order of the Library Director or their designee.

Section 5. In the event the City determines to be open on Saturdays during the summer months, (June, July and August), employees shall be given one month's notice of the Saturdays they are scheduled to work during this period. Employees who work on the Saturday shift shall receive another day off of their choosing, subject to the operating needs of the department. Summer Saturdays shall begin on the first Saturday in June and

conclude on the last Saturday in August.

ARTICLE V
OVERTIME

Section 1. If an employee shall be required to be on duty in an administrative workweek in excess of thirty-five (35) hours, they shall be paid for such period of overtime work duty at the rate of one and one-half times their regular hourly rate of compensation. Hours worked for the purpose of computing overtime shall include all hours the employee is in a pay status, including holiday pay and hours of absence on annual leave and on sick leave.

Section 2. In the event an employee is called back to duty after they have completed their regular tour of duty and left their place of employment and before the beginning of their next regular workday they shall be provided with not less than four (4) hours of work or four (4) hours of pay at the rate of one and one-half times their regular rate of compensation. In the event an employee is called in to work on one or both of their scheduled days off, they shall be provided for each such day with not less than four (4) hours of work or four (4) hours of pay at the rate of one and one-half times their regular hourly rate of compensation.

Section 3. An employee may, at their option, elect to be granted compensatory time for any overtime hours worked between thirty-five (35) and forty (40) hours. Compensatory time shall be earned at the rate of one and one-half times each overtime period worked. An employee may not accumulate more than thirty-five (35) hours of compensatory time per calendar year.

Section 4. Overtime work shall be required only, when necessary, operations cannot be performed by on duty employees during their regular workweek. Overtime work shall be distributed on an equitable basis among employees qualified to do the work.

Section 5. In the event it becomes necessary to call in an employee or employees to cover an assignment on one of the three (3) public service desks (Main, Children's, and Reference), employees will be called in to work in the following priority from the group of employees that are qualified to serve on the particular desk and have indicated they are willing to perform such additional work:

- a. Part-time employees who have not worked that day.

- b. Part-time employees who have worked that day.
- c. Full-time employees who have not worked that day.
- d. Remaining full-time employees.

Part-time employees who are called back to work under the provisions of this section shall not be entitled to overtime pay for such call back.

ARTICLE VI
WAGES

Section 1. The compensation of each full-time and part-time employee shall be determined in accordance with and shall conform to the provisions of this Article and the wage schedules and the effective dates thereof set forth in Appendix A, which is attached hereto and made a part hereof, for the different job classifications.

Effective July 1, 2018 there shall be a new salary schedule for employees hired after July 1, 2018 (note this schedule shall not pertain to employees hired prior to July 1, 2018 who are promoted to a new position). Said schedule is attached.

Section 2. A new employee shall be paid at the minimum step of the wage schedule for the position in which they are employed, unless, in the rare instance, and at the discretion of the City, the employee's training and experience requires placement at a higher step. Each employee employed, except as is otherwise provided for in Section 7 of this Article, shall be placed at the proper step on the wage schedule for the position in which they are employed in accordance with the number of years of their continuous employment in such position by the City. Each employee shall receive a step increase to the next higher rate within their wage schedule upon the completion of fifty-two (52) weeks of creditable service as defined in Section 3 next below.

Section 3. Service which is creditable in the computation of said fifty-two (52) workweeks required before an employee is eligible for a step increase shall include the following:

- a. Continuous full-time paid employment, including periods of annual, sick or other leave with pay.

- b. Leave without pay or other periods of absence in a non-pay status not to exceed in total the equivalent of thirty (30) workdays within said fifty-two (52) week period. If at the end of said fifty-two (52) week period the total of an employee's pay or other absence in a non-pay status is in excess of said thirty (30) workdays, they must serve in a pay status a number of days equal to the number of days of leave without pay or other absence in a non-pay status in excess of thirty (30) workdays in order to meet the length of service requirements for a step increase.
- c. Active military service when otherwise creditable service was interrupted.

Section 4. Step increases shall be made effective at the beginning of the next pay period following the completion of the required waiting period.

Section 5. In the event an employee, who has not attained the maximum step of the wage schedule for their position, is promoted from such position to another position in the bargaining unit, they shall be placed at the step on the wage schedule for the position to which they are being promoted, which provides them with an increase in compensation which is not less than the amount of the next step increase to which they would have been entitled had they remained in the position from which they were promoted. In the event an employee, who has attained the maximum step of the wage schedule for their position, is promoted from such position to another position in the bargaining unit, they shall be placed at the step on the wage schedule for the position to which they are being promoted which provides them with an increase in compensation which is not less than the amount of their last step increase.

Section 6. Effective July 1, 2015 step one of each pay grade shall be eliminated across the pay scale. Employees who are on step one on that date shall be moved to the old step 2 which will become the new step one. No one except those employees on the old step 1 shall receive a pay increase as a result of the operation of this paragraph.

Each step on each grade shall be moved back one step such that the old step 3 becomes the new step two, the old step 4 becomes the new step 3, etc, such that the old maximum step, step 9, becomes the new step 8. Employees shall stay at the dollar amount they are receiving

at the time of the renumbering and shall not receive an increase in pay by virtue of their current step being renumbered.

After the steps are renumbered, a new maximum step, step 9, shall be created which shall be 3% higher than the new step 8. Employees who have been at the new step 8 for more than one year, shall move to the new step 9 on July 1, 2015.

Section 7. The weekly rate of compensation of each employee shall be equal to their annual rate of compensation divided by fifty-two (52). The hourly rate of compensation of each employee shall be equal to their weekly rate of compensation divided by thirty-five (35).

Section 8. An employee who is formally assigned by the Library Director or their designee, for a period of five (5) or more consecutive work days to perform the duties of a position in a higher pay grade in the bargaining unit, shall retroactive to the first day of performing said duties, receive the compensation they would have received had they been promoted to such grade and shall continue to receive such compensation until they are relieved of said duties.

Section 9. Effective January 1, 2012 a full time employee or regular part-time employee who is required to work on a tour of duty after 4:30 p.m. on Monday through Friday or who is required to work on a Saturday shall be paid a wage differential in accordance with the following: Grades 1-3 eighty (\$.80) an hour above their regular hourly rate of pay for each hour they work on such tour of duty, Grades 4 – 6 ninety cents (\$.90) an hour above their regular hourly rate of pay for each hour they work on such tour of duty, and Grade 7 one dollar (\$1.00) an hour above their regular hourly rate of pay for each hour they work on such tour of duty.

Effective July 1, 2018 a full time employee or regular part-time employee who is required to work on a tour of duty after 4:30 p.m. on Monday through Friday or who is required to work on a Saturday shall be paid a wage differential in accordance with the following: Grades 51, 52, and 53 one dollar and five cents (\$1.05) an hour above their regular hourly rate of pay for each hour they work on such tour of duty, Grades 54, 55, and 56 one dollar and fifteen cents (\$1.15) an hour above their regular hourly rate of pay for each hour they work on such tour of duty, and Grade 57 one dollar and twenty five cents (\$1.25) an hour above their regular hourly rate of pay for each hour they work on such tour of duty.

In lieu of retroactive pay for Fiscal Year 2018, a one-time payment per employee shall be made. The one time payments to employees will be as follows: effective for July 1, 2017, one time payment will be made:

- Full – time: Children’s Librarian, Reference Librarian, Technical Services Supervisor, Assistant.
- Reference Librarian, Office Assistant/Librarian Technician, Circulation Supervisor, Reader Services Coordinator, Tween Teen Coordinator, and Senior Library Technician employees will receive a one-time payment of \$900.
- Employee who works 22 hours per week (Senior Lib. Assistant) shall receive a one-time payment of \$440.
- Employees who work 16 hours per week (Lib. Assistant) shall receive a one-time payment of \$320.
- The 23 weeks out of pay status employee (Lib. Assistant) who works 16 hours per week shall receive a one-time payment of \$110.
- Asst. Ref. Lib. who work 15 hours per week shall receive a one-time payment of \$340
- Lib. Aide who works 15 hours per week shall receive a one-time payment of \$220
- Employee who works 12 hours per week (Lib. Assistant) shall receive a one-time payment of \$150.
- Employee who works 12 hours per week (Lib. Assistant) and started employment 5/3/18 shall receive a one-time payment of \$25.

Section 10. Cost of Living Adjustments: July 1, 2023 3%; July 1, 2024 3%; July 1, 2025 2%

ARTICLE VII HOLIDAYS

Section 1. The following days shall be considered holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Patriots Day, Memorial Day, Juneteenth,

Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day subject to the conditions herein imposed, Christmas Eve, and Christmas Day. On the Day before Thanksgiving, the Library will close at 2:30 pm, only those employees scheduled to work the hours that the library will be closed on this day will receive holiday pay for the portion of the day that the Library is closed. On New Year's Eve the library will close at 4:30 pm only those employees scheduled to work the hours that the library will be closed on this day will receive holiday pay for the portion of the day that the Library is closed. The Library shall not be closed on the day after Thanksgiving Day but will be staffed by a skeleton work force established by the Library Director. Employees not assigned to work on the day after Thanksgiving shall receive holiday pay. Employees who work on the Day after Thanksgiving shall be granted a paid holiday on a date that is mutually agreeable with the employee and the Library Director.

Section 2. Each employee covered by this Agreement, whose presence on duty is not required to maintain essential services, shall be excused from duty on said holidays or portions thereof, as the case may be, and shall receive holiday pay at their regular hourly straight time rate for the number of hours for which they are excused from duty. Holiday pay shall be in lieu of other paid leave to which an employee may otherwise be entitled on their holiday. Accordingly, an employee who is on annual leave or sick leave on any of the aforementioned holidays or portions thereof, shall not be charged such leave but shall receive holiday pay in lieu thereof.

Section 3. Each such employee required to work on a holiday shall be paid in addition to the holiday pay to which they are entitled as set forth in Section 2 above, their regular hourly straight time rate for each hour worked not to exceed the number of hours in their regular daily work schedule.

Section 4. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When Independence Day falls on Saturday, it shall be observed on the preceding Friday and the Library will remain closed on the Saturday. Employees shall receive holiday pay for the observed holiday and will not receive additional compensation for the closed Saturday. For full-time and part-time employees, when the employee's scheduled non-work day falls on a day observed as a holiday, that employee shall be granted a paid holiday on

the date that is mutually agreeable with the employee and the Library Director.

Section 5. To be eligible for holiday pay, an employee must be in a pay status on their scheduled workday immediately after the holiday.

Section 6. The Director of the Library will determine the number and categories of employees needed for holiday work. An employee who is scheduled to work on a holiday and who does not report for work on said day shall not receive holiday pay but shall be charged as being absent without leave, unless such absence is based on an extreme emergency situation and is excused by the Library Director.

Section 7. Each employee in the Union will be entitled to one (1) paid personal day each calendar year. Said personal day shall be used at such times as its use does not require the Employer to incur any overtime expense.

ARTICLE VIII ANNUAL LEAVE

Section 1. Annual leave with pay will be granted in accordance with the provisions of this Article to each full-time and part-time employee covered by this Agreement commensurate with the length of their service, as hereinafter defined, with the City.

Section 2. Annual leave is provided and is to be used to permit each such employee to have an annual vacation period of extended leave and to provide for absences for shorter periods of time for personal and emergency purposes.

Section 3. The term "leave year" as used in this Agreement shall mean the year beginning on the first day of the first full weekly pay period in a calendar year and ending the day before the beginning of the first full weekly pay period in the following calendar year.

Section 4. Service which is creditable in determining an employee's entitlement to annual leave shall include all periods of service with the City in a position which is included in this bargaining unit and all periods of service with the City as a permanent or provisional employee which have not been interrupted by a break in service for a period of two (2) years

or more. No credit for prior service shall be allowed in the case of an employee whose employment or reinstatement occurs after a separation of two (2) years or more.

Section 5. Employees shall accrue annual leave as follows:

- a. An employee with less than one (1) year of service with the City shall earn one (1) hour of annual leave for each twenty-eight (28) hours in a pay status, exclusive of overtime, subject, however, to a maximum of sixty-three (63) hours in any one (1) leave year.
- b. An employee with one (1) year but less than five (5) years of service with the City shall earn one (1) hour of annual leave for each eighteen (18) hours in a pay status, exclusive of overtime, subject, however, to a maximum of ninety-eight (98) hours in any one (1) leave year.
- c. An employee with five (5) years but less than fifteen (15) years of service with the City shall earn one (1) hour of annual leave for each thirteen (13) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred thirty-three (133) hours in any one (1) leave year.
- d. An employee with fifteen (15) years but less than twenty (20) years of service with the City shall earn one (1) hour of annual leave for each ten (10) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred sixty-eight (168) hours in any one (1) leave year.
- e. An employee with twenty (20) or more years of service with the City shall earn one (1) hour of annual leave for each eight (8) hours in a pay status, exclusive of overtime, subject, however, to a maximum of two hundred three (203) hours in any one (1) leave year.
- f. Notwithstanding the provisions of paragraphs a, b, c, d and e immediately above, no reductions in annual leave accruals will be made for hours of absence without pay of an employee until and unless the aggregate number of hours of absence without pay of such employee in any one (1) leave year totals or exceeds thirty-five (35) hours. When the aggregate number of hours of absence without pay of an employee totals or exceeds thirty-five (35) hours in any one (1) leave year, then reductions in annual leave accruals of one (1) hour will be made for each such thirty-five (35) hour period and multiples thereof. Such periods of absence without pay shall include only the

absences which occur on days when an employee is scheduled to be in a duty or pay status.

- g. The minimum charge of annual leave shall be one half (1/2) hour. Charges for annual leave in excess of one half (1/2) hour shall be in multiples of one half (1/2) hour.
- h. A change in the rate of accrual of annual leave by an employee under the provisions of this Section 5 shall take effect at the beginning of the pay period after the pay period in which the employee completed the prescribed period of service.

Section 6. Notwithstanding the provisions of Section 5 of this Article, an employee, except the employee who is reemployed or reinstated by the City after a break in service of less than two (2) years, shall be entitled to annual leave only after being currently employed by the City for a continuous period of one hundred and eighty (180) days. After completing said one hundred and eighty (180) day period, the employee shall be entitled to be credited with the annual leave that would have accrued to them during such period under said Section 5, except for the provisions of this Section 7.

Section 7. Annual leave which is not used by an employee shall accumulate for use in succeeding years until it totals not more than seventy (70) hours at the beginning of the first full weekly pay period in the calendar year. Annual leave which has accrued to an employee's credit in excess of said seventy (70) hours at the beginning of said first full weekly pay period shall be forfeited.

Effective July 1, 2018, annual leave which is not used by an employee shall accumulate for use in succeeding years until it totals not more than seventy (70) hours for full time employees (44 hours for part time employees working 22 hours/wk, 32 hours for part time employees working 16 hours/wk, 30 hours for part time employees working 15 hours/wk, and 24 hours for part time employees working 12 hours/wk) at the beginning of the first full weekly pay period in the calendar year. Should an employee move from one position to the next with a change in weekly hourly time, their carry over time will be prorated. Annual leave which has accrued to an employee's credit in excess of said seventy (70) hours for full time employees (44 hours for part time employees working 22 hours/wk, 32 hours for part time employees working 16 hours/wk, 30 hours for part time employees working 15

hours/wk, and 24 hours for part time employees working 12 hours/wk) at the beginning of said first full weekly pay period shall be forfeited.

Section 8. An employee who has unused annual leave to their credit at the time their employment with the City is terminated shall be paid in a lump-sum for such leave at their current hourly rate of compensation.

Section 9. The Director of the Library or their designee or designees, is authorized to approve requests for annual leave. The persons authorized to approve annual leave shall determine when and in what amount an employee may be granted annual leave. Equitable and considerate treatment of all employees as well as work requirements will be the determining factors in the granting of annual leave. Employees shall be afforded the opportunity to use their annual leave to avoid leave forfeitures. Annual leave must be requested in advance, except when unusual or unforeseen circumstances prevent the employee from making the request in advance. Under such circumstances, the employee shall notify the person authorized to approve their leave, of the reason for their absence before or at the beginning of their scheduled tour of duty.

Section 10. Annual leave may in unusual and deserving cases be advanced in the discretion of the Director of the Library to an employee at any time during a leave year, except in the case of an employee who has not completed the qualifying period of one hundred and eighty (180) days provided for in Section 7 of the Article. Any such advance shall not exceed the amount of annual leave the employee is entitled to earn in the leave year. Advanced annual leave will not be granted if it is known in advance or there is reason to believe that the employee is not expected to return to duty. All credits of annual leave which become due while there is an outstanding debit of annual leave must be applied to the debit. If the employment of an employee who has been on an advanced annual leave shall be terminated before the full amount of such advanced annual leave shall be earned, the employee shall refund to the City the amount of compensation owed for any unearned annual leave.

Section 11. Each Employee in the Union will be entitled to one (1) personal day following the ratification of this Agreement, to be used at a mutually agreed time prior to July 1, 2005. The parties agree that said personal day shall be available only at such times as its use does

not require the Employer to incur any overtime expense.

ARTICLE IX
SICK LEAVE

Section 1. Sick leave with pay will be granted in accordance with the provisions of this Article to each full-time and part-time employee covered by this Agreement when the employee:

- a. Is incapacitated for the performance of their duties by sickness or injury, except any
- b. sickness or injury resulting in whole or in part from the voluntary use of intoxicating liquor, drugs or narcotics, any injury which is self-inflicted, and any injury which is incurred in gainful employment or self-employment other than as an employee of the City;
- c. Receives medical, dental or optical examination or treatment;
- d. Is required to give care and attendance to their spouse, child, parent or other member of their immediate household who is afflicted with a contagious disease or a serious illness;
- e. Would jeopardize the health of others by their presence on duty because of exposure to a contagious disease.

Section 2. Each such employee shall accrue one (1) hour of sick leave for each seventeen (17) hours in a pay status, exclusive of overtime, subject, however, to a maximum of one hundred and five (105) hours in any one (1) leave year.

Section 3. Notwithstanding the provisions of Section 2 of this Article, no reductions in sick leave accruals will be made for hours of absence without pay in the case of an employee until and unless the aggregate number of hours of absence without pay of an employee in anyone leave year totals or exceeds thirty-five (35) hours in any one (1) leave year. When the aggregate number of hours of absence without pay of an employee, totals or exceeds thirty-five (35) hours in any one (1) leave year then reductions in sick leave accruals of one (1) hour will be made for each such thirty-five (35) hour period and multiples thereof. Such periods of absence without pay shall include only those absences which occur on days when

an employee is scheduled to be in a duty or pay status.

Section 4. Sick leave which is not used by an employee shall accumulate for use in succeeding years until it totals not more than one thousand and fifty (1,050) hours at the beginning of the first full weekly pay period in the calendar year. Sick leave which has accrued to an employee's credit in excess of said one thousand and fifty (1,050) hours at the beginning of said first full weekly pay period shall be forfeited. An employee who has unused sick leave to their credit at the time their employment with the City is terminated shall not be paid for such leave.

Section 5. Notwithstanding the provisions of Section 2 of this Article, an employee, except the employee who is reemployed or reinstated after a break in service of less than two (2) years, shall be entitled to sick leave only after being currently employed by the City for a continuous period of one hundred and eighty (180) days. After completing said one hundred and eighty (180) day period, the employee shall be entitled to be credited with the sick leave that would have accrued to them during such period under said Section 2, except for the provisions of this Section 5. The said one hundred and eighty (180) day qualifying period shall include both work days and non-work days.

Section 6. Sick leave may, in the discretion of the Director of the Library, be advanced to an employee up to a maximum of one hundred and five (105) hours in excess of the amount which shall have accrued to their credit. Advanced sick leave will not be granted if it is known in advance or there is reason to believe that the employee is not expected to return to duty. A request for advanced sick leave must be supported by a medical certificate. All credits of sick leave which become due while there is an outstanding debit of sick leave must be applied to the debit. If the employment of an employee who has been on advanced sick leave shall be terminated before the full amount of such advanced sick leave shall be earned, the employee shall refund to the City the amount of compensation owed for any unearned sick leave. Annual leave may be substituted for advanced sick leave so as to liquidate any such indebtedness to the City.

Section 7. The Director of the Library, or their designee or designees, is authorized to approve or disapprove requests for sick leave. The minimum charge of sick leave shall be

one half (1/2) hour. Charges for sick leave in excess of one half (1/2) hour shall be in multiples of one half (1/2) hour.

Section 8. An employee who is absent from duty on account of sickness or injury shall notify the person authorized to approve sick leave of the reason for their absence before or at the beginning of their scheduled tour of duty. Employees who fail to notify their department of their absence will be subject to the provisions of Article 12, barring extenuating circumstances. Upon their return to duty the employee will sign a form certifying that their absence from work was due to one of the reasons specified in Section 1 of this Article. Sick leave not in excess of five (5) consecutive days will ordinarily be approved without a medical certificate from the employee's attending physician. However, in those cases that indicate excessive absence on account of sickness or where there appears to be an abuse of the sick leave privilege, a medical certificate may be required for any absence attributable to sickness. Absences on sick leave in excess of five (5) consecutive days must be supported by a medical certificate. Employees who fail to provide a medical certificate after having been so requested, will not be granted sick leave and will not be paid for their absence. The City may request that an employee be examined by a physician designated by the City to determine whether they is incapacitated for the performance of their duties by sickness or injury. The cost of such examination shall be paid for by the City. In those cases where an employee's request for sick leave is not approved, their absence shall be considered to be unauthorized, and they shall receive no pay for the period of such absence.

Section 9. Employees who have more than six unexcused absences (absence for purpose of this paragraph shall mean a period of absence, not a day) in a six month period may be required by their department head to provide medical justification for every absence due to illness or injury in order to receive sick leave pay for subsequent absences. Failure to provide such documentation will result in the employee being carried in a no-pay status. Employees must go six months without any absences to have this requirement removed. Employees may also be required to provide medical justification for “patterned” absences.

Employees who have more than 8 unexcused absences (absence for the purpose of this paragraph shall mean a period of absence, not a day) during a 12 month period shall be

considered to have excessive absenteeism and shall be subject to progressive discipline for just cause up to and including termination. Employees, who feign illness or make false statements concerning an absence or illness, will be subject to disciplinary measures up to and including termination for just cause.

Section 10. An employee who is reemployed or reinstated by the City after a break in service of less than two (2) years shall be credited with the unused sick leave which they had to their credit at the time of the termination of their employment with the City.

Section 11. An employee, who retires under the City of Attleboro Contributory Retirement System, shall receive at the time of their retirement, a lump-sum payment determined by multiplying the total number of accumulated sick leave days to their credit at the time of their retirement by sixty (\$60.00) dollars. For the purposes of this Section, a sick leave day shall consist of seven (7) hours.

Section 12. In the event a tenured employee, as defined in Chapter 31 of the Massachusetts General Laws, shall die while in the employ of the City, there shall be paid to their designated beneficiary or to their estate, as the case may be, a lump-sum payment determined by multiplying the total number of accumulated sick leave days to their credit at the time of their death by sixty (\$60.00) dollars. For the purposes of this Section, a sick leave day shall consist of seven (7) hours.

ARTICLE X WORKERS' COMPENSATION

Section 1. All said employees shall be covered by the Massachusetts 'Workers' Compensation Act, and accordingly, shall be entitled to the benefits and be subject to the provisions of Chapter 152 of the General Laws.

Section 2. An employee who is unable to work because of an occupational injury, which is incurred in the course of their employment by the City and which is compensable under said Workers' Compensation Act, shall upon their written request to the Director of the Library, receive as a charge against their accrued sick leave the difference between their current wages and the amount they receive as workers' compensation.

ARTICLE XI
LEAVE OF ABSENCE WITHOUT PAY

Section 1. An employee may be granted by the Mayor a leave of absence without pay for a period not to exceed three (3) months in any period of twelve (12) consecutive months. Requests for such leaves of absence shall be submitted to the Mayor through the Director of the Library and shall contain a detailed statement of the reasons for the request.

Section 2. The provisions of Massachusetts General Laws, Chapter 31, Section 37 shall be followed in approving leaves of absence without pay for periods in excess of three (3) months, in reinstating employees at the end of the period of approved absence, and in terminating the employment of an employee who does not return to duty at the end of the period of approved absence.

Section 3. An employee shall, upon the adoption of a child, be granted a leave of absence without pay for a period not to exceed one (1) year to take care of such child.

ARTICLE XII
ABSENCE WITHOUT LEAVE

Section 1. When an employee is absent from duty without authorization they will be charged as being absent without leave and will receive no pay for the period of such absence, barring extenuating circumstances.

Section 2. In addition to receiving no pay for a period of absence without leave, an employee may be subject to disciplinary action for such unauthorized leave.

ARTICLE XIII
LIGHT DUTY

Members of the bargaining unit shall be eligible for temporary light duty assignments regardless of whether they are absent from duty due to personal illness or a work-related injury.

To be eligible for light duty an employee must be able to perform some or all of their regular duties on either a full or part time basis, or be able to perform a specific light duty assignment developed by the head of their department.

To be eligible for light duty an employee must submit a note from their treating physician stating that the employee is able to perform light duty and any specific requirements concerning the employee's ability to perform or inability to perform certain tasks.

If a department head believes an employee may be ready to return to work on a regular or light duty basis, they may contact the employee about returning to work. If the employee declines to return to work, the department head may require the employee to be examined by the City physician, or another physician designated by the City, for an evaluation for fitness for duty, at the City's expense. If the City physician finds the employee fit for full or light duty, the employee shall immediately return to work in full or light duty capacity, unless they provide a note from their treating physician disagreeing with the finding of the City physician. Both the City physician and the employee's physician shall be provided with a copy of the employee's job description and a description of any proposed light duty assignment.

The employee's physician shall be afforded full opportunity to consult with the City's physician as to the employee's fitness to perform a light duty assignment or return to full duty. If the employee's physician and the City physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both who, at the City's expense, shall examine the employee and render a written medical opinion as to the employee's fitness, copies of which shall be transmitted by the employee to both the City physician and the employee's own physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by the employee and the City.

Pending receipt of such opinion, the City shall not require the employee to return to duty and shall continue to fully compensate them on worker's compensation or sick leave for time lost due to any such absence, assuming the employee is otherwise eligible for said benefits.

If the third physician determines that the employee is not fit to return to full or light duty, the employee shall be continued on sick leave or worker's compensation benefits assuming they are otherwise eligible for said benefits.

If the third physician determines that the employee is fit to return to full duty or fit to return to limited duty, or that the employee's current disability is not related to the injury, the employee shall no longer be continued on paid leave, subject to the provisions of M.G.L. chapter 152.

The opinion of the third physician shall be final and binding on the parties. Their determination shall not be subject to the grievance /arbitration provisions of this Agreement.

ARTICLE XIV
JURY DUTY

An employee who is required to serve and does serve on jury duty shall be paid by the City the difference between the amount of compensation they receive for such jury duty and their regular compensation. To receive such compensation the employee must present to the Director of the Library evidence of the amount of compensation they received for jury duty.

ARTICLE XV
BEREAVEMENT LEAVE

An employee may be granted, at the discretion of the Director of the Library or their designee, a leave of absence without loss of pay, for a period not in excess of five (5) days in the event of the death of their spouse, child, brother, sister, or parent and for a period not in excess of three (3) days in the event of the death of their grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other member of their immediate family. Immediate family shall mean any relative who resides in the employee's household. An additional day may be granted at the discretion of the Director of the Library if the funeral is held more than two hundred (200) miles from the City.

ARTICLE XVI
LONGEVITY PAY

Section 1. An employee who completes the number of years indicated below of creditable service in the contributory retirement system shall be granted a longevity lump-sum payment in the amount set forth below for the number of years of such service they has completed:

Ten (10) years	\$650.00
Fifteen (15) years	\$750.00
Twenty (20) years	\$825.00
Twenty-five (25) years	\$1,200.00

Section 2. The longevity pay to which an employee is entitled shall be paid in a lump-sum payment in the first pay period next following the date on which they complete the number of years of service and shall continue to be so paid each year thereafter on the anniversary of such pay period.

ARTICLE XVII
GROUP HEALTH AND LIFE INSURANCE

Section 1. The City of Attleboro will provide employees during the term of this Agreement with a group health insurance plan, including hospital, surgical and medical benefits, and with a group dental plan which are substantially equivalent to that which is being provided on the effective day of this Agreement. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premium for said group health insurance plan excluding the group dental plan. The City shall pay fifty percent (50%) of the cost of the premium for the group dental plan. Dental deductions will be changed from 52 weeks to 48 weeks such that in months where there is a fifth pay week, no deduction will need to be taken. This shall not cause the annual amount of the plan to increase.

Section 2. The City shall make available to employees, in accordance with the provisions of Section 16 of Chapter 32B of the Massachusetts General Laws, the services of certain health care organizations. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premium for such Insurance.

Emergency room visits	\$100 (waived if admitted)
Office visits (primary care)	\$15 (includes mental health and substance abuse and physical therapy)
Office visits (specialists)	\$25 (includes chiropractic, hearing, speech and occupational therapies)
CT scans, MRIs, PET scans and nuclear cardiac imaging	\$50 (subject to a \$375 annual maximum)
Outpatient surgery	\$150
Inpatient hospitalization	\$250 (includes mental health and substance abuse facilities)
Durable medical equipment	20% co-insurance (includes prosthetic devices)

Prescription drug copays shall be on three tiers at \$10-\$20-\$35.

Section 3. The City shall provide employees with group life insurance in the amount of two thousand dollars and group accidental and dismemberment insurance in the amount of two thousand dollars. The City shall pay seventy-five percent (75%), and the employee shall pay twenty-five percent (25%) of the cost of the premium for such Insurance.

Section 4. Any claims or disputes concerning eligibility for or payment of benefits under any of said insurance plans shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance procedure provided for in this Agreement.

Section 5. The parties agree that the City may, upon written notice to the Union, re-open negotiations regarding Health Care Benefits for FY 2010 and/or FY 2011; provided, however, that other City bargaining units also reopen and that if the City does so re-open, wages and other items which may offset any concession made by the Union shall also be reopened in the same fiscal year.

ARTICLE XVIII
GRIEVANCE PROCEDURE

Section 1. The purpose of the procedure set forth in this Article is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement.

Section 2. Nothing contained in this Article shall be construed as limiting the right of any aggrieved employee from discussing their grievance informally under the grievance procedure and from having their grievance adjusted, without the intervention of the Union, provided any such adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment and to state its views.

Section 3. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of, or compliance with the terms and provisions of this Agreement. Any matter which is not specifically covered by the provisions of this Agreement or which is reserved to the discretion of the City by the terms of this Agreement shall not be the subject of a grievance hereunder.

Section 4. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:

- a. **Level One.** The aggrieved employee shall first present their grievance in writing to the Director of the Library or their designee. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired.

- b. **Level Two.** If at the end of the five (5) working days next following the presentation at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may within five (5) working days thereafter submit their grievance in writing to the Board of Library Trustees. The written grievance shall give a summary of the facts

involved, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after receipt of the written grievance the said Board of Library Trustees shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. Within ten (10) working days after the conclusion of said meeting, the Board of Library Trustees shall advise the aggrieved employee and the Union in writing of its decision concerning the grievance.

- c. **Level Three.** If at the end of the twenty (20) working days next following the presentation of the grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Union may within five (5) working days thereafter submit their grievance in writing to the Mayor. Within ten (10) working days after receipt of the written grievance, the Mayor or their designated representative or representatives shall meet with the aggrieved employee and a representative or representatives of the Union in an effort to settle the grievance. The Mayor or their designated representative shall within ten (10) working days after the conclusion of said meeting advise the aggrieved employee and the Union in writing of their or its decision, as the case may be, with respect to the grievance.
- d. **Level Four.** If the Union is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) working days after said meeting between the Mayor or their designated representative, the Union and the aggrieved employee, the Union may, by giving written notice to the Mayor within ten (10) working days after the date of the decision of the Mayor or their designated representative in Level Three or within twenty (20) working days after said meeting with the Mayor or their designated representative if no decision has been rendered, present the grievance for arbitration. In such case the following procedure will be followed:

1) The City and the Union will forthwith submit the grievance to the State Board of Conciliation and Arbitration, or to such other Arbitration Tribunal as may be mutually agreed upon, for disposition in accordance with the applicable rules of said State Board of Conciliation and Arbitration or such other Arbitration Tribunal as may be selected.

2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue their decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date of submission to them of the final statement and proofs.

3) The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and the question or questions which are submitted. The arbitrator shall have only the power to interpret what the parties to this Agreement intended by the specific clause in the Agreement which is at issue. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to establish wages or other compensation, nor to alter, modify or change in any way the terms and provisions of this Agreement.

4) The decision of the arbitrator shall be final and binding upon the City, the Union and the aggrieved employee.

5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the City and the Union.

Section 5. If at the end of the twenty (20) working days next following the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth above, the grievance shall be deemed to have been waived. Any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it at the next level in the procedure shall not have been taken within the time specified in the procedure.

Section 6. If, in the judgment of the Union, a grievance affects a group or class of employees, the aggrieved employee or the Union may submit such grievance in writing directly to the Director of the Library. The Union may process such grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 7. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Union and the City.

ARTICLE XIX MEETINGS WITH UNION

Section 1. The City agrees to meet and confer with officers of the Union at reasonable times during working hours on any questions or matters relative to the terms of this Agreement. Employees will be excused from the performance of their duties to attend any such meeting.

Section 2. For the purpose of collective bargaining the designated representative or representatives of the City and the designated representative or representatives of the Union shall meet at reasonable times and shall confer in good faith with respect to wages, hours and other conditions of employment, or the negotiation of an agreement, or any question arising there under, and shall execute a written contract incorporating any agreement reached. Whenever any such meeting is held during the working hours of any employee who is a representative of the Union, such employee shall be excused from the performance of their duties to attend such meetings, provided, however, that not more than three (3) employees will be so excused at any one time.

ARTICLE XX ATTENDANCE AT EDUCATIONAL SEMINARS

The City may from time to time request or authorize employees to attend specific educational seminars, workshops, conferences or courses on behalf of the City. In such cases the City will reimburse employees for their reasonable actual expenses incurred for tuition fees, transportation and lodging, if such is required in connection with such attendance.

ARTICLE XXI REIMBURSEMENT FOR COURSES

Section 1. The City shall reimburse an employee for a course approved in advance by the Director of the Library and which is directly related to the employee's duties and responsibilities or are courses which are required to secure a MLS degree or certificate. Reimbursement shall be contingent upon the employee obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Director. Notwithstanding the foregoing provisions, the maximum amount to be expended by the City for such course reimbursement shall not exceed fifteen thousand dollars (\$15,000.00) during each year of the Agreement. The maximum amount of reimbursement per employee will be \$5,000.00 per year. Employees who work less than full time shall have their reimbursement prorated based upon the number of hours they work per week.

Section 2. The Director of the Library shall maintain a list of those employees who have made application for course reimbursement and those employees who have been granted course reimbursement. This list will be available to the Union President upon request.

ARTICLE XXII MATERNITY LEAVE

Section 1. A leave of absence shall be granted for maternity purposes to employees who have completed their probationary period, on the terms and conditions set forth in this Article.

Section 2. The employee shall, no later than two (2) months prior to the date they desire their leave of absence to begin, make a written request for such leave to the Director of the Library. Such a request shall indicate the dates on which the employee desires their maternity leave to commence and to terminate, and shall be accompanied by a written statement from their physician which provides their estimate of the delivery date and their evaluation of the employee's physical ability to continue to perform the full duties and responsibilities of their position. They shall be permitted to continue on active duty until such date, provided they can perform the full duties and responsibilities of their position and furnishes additional statements from their physician upon the reasonable request of the Director of the Library.

Section 3. The employee shall agree not to return to duty any earlier than the termination date set forth in their written request without the approval of the Director of the Library,

unless the termination date is within eight (8) weeks after the commencement of the maternity leave. In no event shall the period of any maternity leave terminate any later than one (1) year from the date of its commencement.

Section 4. The employee may elect to use their accumulated sick leave during their period of physical disability. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated.

Section 5. The employee must notify the Director of the Library in writing at least thirty (30) days prior to the termination of their maternity leave, of their desire to return to duty and furnish them with a statement from their physician attesting to their ability to resume the full performance of the duties and responsibilities of their position. If the employee fails to notify the Director of the Library in writing within thirty (30) days prior to the termination of such leave of their desire to return to duty or does furnish such notice and fails to return to duty at the termination of such leave, they shall be deemed to have resigned, and the obligation of the City to provide a position for them shall cease.

Section 6. All benefits to which the employee was entitled at the time their leave of absence commenced, including any unused sick leave, shall be restored to them upon their return to duty, and they shall be assigned to the same position which they held at the time such leave commenced, if such position' is available, or, if it is not available, to a substantially equivalent position. The determination as to what constitutes a substantially equivalent position shall be made by the Director of the Library in each case. The City shall not be required to restore an employee on maternity leave to their previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of their maternity leave.

ARTICLE XXIII
FAMILY AND MEDICAL LEAVE ACT

1. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the City agrees to apply the provisions of the FMLA to all employees in the bargaining unit who have been employed for twelve (12) months.
2. The City agrees that each eligible employee is entitled to take up to twelve (12) weeks of leave per fiscal year, but in no event shall an employee take a continuous leave of more than twelve (12) weeks in a calendar year.
3. Eligible employees are entitled up to twelve (12) weeks of FMLA leave for one or more of the following reasons:
 - a. The birth of an employee's child;
 - b. The placement of a child with an employee for adoption or foster care;
 - c. The need to care for the employee's child, spouse, parent, or parent-in-law who has a "serious health condition";
 - d. The employee's "serious health condition" which renders the employee unable to perform their job.

A leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement of the child. "Serious health conditions" shall include, but is not limited to, heart attacks, strokes, cancer, severe respiratory conditions, back conditions requiring surgery or extensive therapy, severe arthritis, pneumonia, appendicitis, nervous disorders, and complications or illnesses related to pregnancy. "Serious health condition" shall mean an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular activities that also involves continuing treatment by or under the supervision of a healthcare provider;
- continuing treatment by or under the supervision of a healthcare provider for a chronic or long-term health condition that is incurable or so serious that, if not

treated, would likely result in a period of incapacity of more than three (3) calendar days; or

- prenatal care.
- Leave may be taken on an intermittent basis when medically necessary or when agreed to by the City and the employee.

4. During such leave, an employee will be paid any sick leave, vacation, emergency, and personal leave benefits accrued as of the beginning of such leave. These benefits shall continue to accrue for so long as the employee is on the City's payroll. Once these benefits have been exhausted, the remainder of the leave shall be unpaid. An employee's seniority shall continue to accrue until the end of the leave.

5. If the need for FMLA leave is foreseeable, an employee shall notify the City of their intention to take such leave thirty (30) calendar days prior to the commencement of such leave. Where the need for FMLA leave is not foreseeable, the employee should give the City notice as soon as is practicable. The employee must also provide medical certifications supporting the need for leave due to a serious health condition.

6. During FMLA leave, an employee shall be provided with continued health insurance benefits as long as the employee continues to pay the same contribution rate as paid by the employee prior to leave. In the event the employee fails to return to work at the end of the leave, the City retains the right to recover the health insurance premiums the City paid to maintain the employee's health insurance during the leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA or is due to other circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave; or the employee is a "key employee" who decides not to return to work upon being notified of the employer's intention to deny restoration because of substantial and grievous economic injury to the employer's operations and is not reinstated by the employer.

7. The City retains the right to require that a request for leave be supported by medical certification issued by a healthcare provider. "Healthcare Providers" should be those professionals listed in the FMLA. The City also reserves the right, in good faith, to require that the employee obtain a second medical opinion by a healthcare provider designated by the City, so long as such provider is not employed on a regular basis by the City, with the exception of the City doctor. The expense of the second opinion shall be borne by the City, unless the employee's medical insurance would cover such expense. If the first and second opinions differ, the City may require the employee to obtain medical certification from a third healthcare provider, to be designated or approved jointly by the City and the employee. If the City does not attempt, in good faith, to reach agreement regarding the identity of the third healthcare provider, then the City will be bound by the first certification. If the employee does not attempt, in good faith, to reach agreement regarding the identity of the third healthcare provider, then the employee will be bound by the second certification. The third medical opinion shall be binding, provided that the third healthcare provider has reviewed the first and second certifications, along with each party's written reasons for not accepting the prior certification.

8. Where an employee has taken FMLA leave because of their own serious health condition, the City may require, as a condition for returning to work, fitness for duty certification from the employee's healthcare provider with regard to the particular health condition that caused the employee's leave.

9. An employee who returns to work at the end of FMLA leave shall be restored to the same position or an equivalent position with the same pay, benefits and working conditions, unless the employee is a "key" employee or would have been laid off or otherwise terminated during the employee's leave. If an employee on FMLA leave would have been laid off or otherwise had their position terminated during the leave period, then the City will not be required to reinstate the employee at the end of the leave; provided, however, that such employee shall retain any bumping rights they may have under this Agreement. A key employee is a salaried employee and among the highest paid ten percent (10%) of employees employed by the City.

10. The City may deny job restoration to a key employee taking FMLA leave in order to prevent substantial and grievous economic injury to the City. To exercise this option, the City must notify the key employee in writing at the time FMLA leave is requested that the employee is a key employee. If the City later decides to deny job restoration to the key employee, the employee must be provided with written notice explaining the reasons for the decision. The employee must also be given a reasonable opportunity to return to work after this notice. A key employee who does not return to work after receiving such notice retains all of their FMLA rights until the conclusion of the leave. At the conclusion of their FMLA leave, the key employee remains entitled to request reinstatement. The City must then determine whether there will be substantial and grievous economic injury from reinstatement and notify the employee in writing if reinstatement is denied.

11. In the event both spouses are employed by the City and are eligible employees, they are jointly entitled to a combined total of twelve (12) work weeks of FMLA leave if the leave is taken:

- a. for the birth of a son or daughter or to care for the child after birth,
- b. for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
- c. to care for a parent (but not a parent "in-law") with a serious health condition.

12. Any violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator may look to the provisions of the FMLA in fashioning their decision and award.

13. Notwithstanding the provisions of this Article, any provisions of Article XXI which provide more generous than the provisions of this Article, then the provisions of Section XXI shall prevail. In no event shall these benefits be cumulative with those in Article XXI.

ARTICLE XXIV PROBATIONARY PERIOD

The first six (6) months of continuous employment of an employee shall constitute their probationary period. No suspension, discipline or dismissal made during an employee's said

probationary period shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

ARTICLE XXV
POSTING OF VACANCIES

Section 1. When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications for the position. The Union's representative shall be notified in writing of the vacancy at the time of the posting. The notice of vacancy shall remain posted for seven (7) days. Employees interested in the position vacancy shall apply in writing within said seven (7) day period. In addition, notice of any vacancy for a City position shall be given to the chairperson of the Association when such notice is posted at City Hall.

Section 2. The title of the “Senior Librarian Tech Office Assistant” position shall be changed to “Library Business Office Administrator”. The title of “Circulation Supervisor” shall be changed to “Head of Circulation Services”. The title of “Children’s Librarian” shall be changed to “Head of Children’s Services.” The title of “Reference Librarian” changed to “Head of Reference Services”.

ARTICLE XXVI
REDUCTION IN FORCE

1. In the event it becomes necessary for the City to reduce the number of employees in the bargaining unit because of budgetary limitations, reasons of economy, reorganization, or other similar reasons the procedures set forth in this Article will govern the layoff and reemployment of employees who are affected by any such reduction. The City will enter into negotiations with the Union over the impact on the bargaining unit of any proposed reduction in force.

2. The Director of the Library shall have the sole discretion in determining which position or positions or which type of positions are to be eliminated. Determinations of the qualifications of employees under this article by the Director of the Library shall not be arbitrary or capricious.

3. Employees will be laid off or reduced in hours of work in order to accomplish any such reduction in force in the inverse order of their seniority as employees of the Library, those with the least seniority to be laid off or reduced in hours first. An employee who is chosen for reduction in force in their job classification may bump an employee in a different job classification in the same pay grade, provided their qualifications, in the opinion of the Director of the Library, are substantially equal to those of the other employee, and they have greater seniority, and may bump an employee in a lower job classification, provided they are qualified to perform the duties of the position and have greater seniority. Notwithstanding the foregoing provisions, a part-time employee may only bump a part-time employee. A full-time employee may bump both a full-time and a part-time employee.

4. Seniority as used herein shall mean an employee's length of service in years, months and days in the employ of the Library which has not been interrupted by a break in service of more than two (2) years. In cases involving employees who have identical seniority, lots will be drawn by such employees to determine seniority.

5. An employee who is to be laid off shall be given fifteen (15) days written notice of their proposed layoff.

6. A full-time employee, who has been laid off or in lieu of being laid off has been reduced to a part-time position in the bargaining unit, shall be entitled to recall rights, in the inverse order of their layoff or reduction to a part-time position, as the case may be, to a full-time position for which they are qualified, for a period of two (2) years, except as is otherwise provided herein, from the effective date of their layoff or reduction to a part-time position. A part-time employee, who has not been involuntarily reduced to a part-time position, who has been laid off shall be entitled to recall rights, in the inverse order of their layoff, to a part-time position for which they are qualified, for a period of two (2) years, except as is otherwise provided herein, from the effective date of their layoff. If a full-time employee, who has been selected for reduction in staff, accepts a part time position, such employee shall retain recall rights to the next available full-time position.

7. During the recall period, an employee will be notified by certified mail, addressed to their last address of record, of the City's intent to recall them. The employee must notify the

Director of the Library, in writing, of their acceptance of an offer of recall within seven (7) days from the date of their receipt of said certified mail. An employee's failure to notify the Director of the Library of their acceptance of any such offer or their failure, after accepting any such offer, to report for duty on the date indicated shall terminate their recall rights, notwithstanding the fact that the two (2) year period of recall has not expired. An employee who is recalled shall have at least two (2) weeks to report for work.

8. To the extent allowed by law and the insurance carrier's policy, employees may continue, during the period they are eligible for recall, the group health and group life insurance, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the City Treasurer. In the event any such employee fails to make payment of said premium or refuses any offer of recall to a full-time position, as the case may be, their option to continue such insurance shall terminate. A part-time employee may decline an offer of full-time employment without loss of their option to continue such insurance.

9. An employee, who is reemployed by the City within said two (2) year period after the termination of their employment under the provisions of this Article, shall have restored to them the unused sick leave they had accumulated at the time of their said termination.

10. The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Paragraph 1 (one) hereof.

11. No new employees shall be hired while an individual who is able to perform the duties of the vacant position has recall rights.

ARTICLE XXVII PERFORMANCE EVALUATION

Section 1. All members of the bargaining unit shall be evaluated annually on their anniversary date by their supervisor. A copy of the evaluation tool shall be attached as an appendix to the contract.

Section 2. At the beginning of the evaluation year a meeting will be held between the

employee and their supervisor to discuss relevant goals for the year. The employee and their supervisor will determine the goals and expectations for their position and such will be recorded and signed by the employee and the supervisor.

Section 3. At mid-year an informal discussion will be held to review the employee's progress made towards achieving the set goals.

ARTICLE XXVIII
SEXUAL HARASSMENT POLICY

The City's Sexual Harassment Policy promulgated by the City on January 27, 1997, in accordance with the provisions of Chapter 278 of the Acts of 1996 is incorporated herein by reference.

ARTICLE XXIX
DISCIPLINARY ACTION

An employee, who has completed the probationary period of six (6) months provided for in Article XXII of this Agreement shall not be suspended, dismissed or otherwise disciplined without just cause. Any such disciplinary action taken against an employee shall be the subject of the grievance procedure provided for in this Agreement.

ARTICLE XXX
EMPLOYEES' FILES

Section 1. No material derogatory to an employee's conduct, service, performance, character or personality shall be placed in an employee's file unless a copy is provided to the employee.

Section 2. The employee shall have the right to submit a response to any statement contained in their file. The employee's statement shall be included in the file.

Section 3. Upon request, an employee shall be given access to their file within one (1) work day. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in their file. Requests for copies in excess of ten (10) pages shall be subject to the usual and customary charge for photocopies.

Section 4. Official grievances filed by any employee under the grievance procedure outlined in this Agreement shall not be used in any recommendation for promotion or job placement.

ARTICLE XXXI
SCOPE OF AGREEMENT

Section 1. The City and the Union agree that during the term of this Agreement all matters and issues pertaining to the wages, hours, and conditions of employment of the employees covered by this Agreement shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor agreement.

Section 3. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding or of any force or effect unless it is made in writing and executed by the City and the Union.

Section 4. The failure by the City or by the Union in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

Section 5. In the event that any of the terms or provisions of this Agreement are in conflict with any municipal personnel ordinance, rule or regulation, or with any of the statutory provisions, or rules or regulations made there under, which are specifically set forth in Section 7 of said Chapter 150E, then the terms and provisions of this Agreement shall prevail.

Section 6. If any part of this Agreement or any provisions contained herein shall be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining provisions of this Agreement, and they shall continue in full force and effect.

ARTICLE XXXII
HEALTH AND SAFETY

Section 1. The City and the Union recognize the need for safe and healthy working conditions.

Section 2. There shall be a Safety Committee comprised of two (2) representatives of the Union and the Library Director and Assistant Director (or their designees). The Committee shall meet every other month on a date that is mutually agreeable.

Section 3. The Committee will discuss any potential safety issues affecting the workplace.

Section 4. Perceived unsafe conditions shall be reported to the Committee. No employee shall work under conditions the Committee deems to be unsafe or unhealthy.

ARTICLE XXXIII
DURATION

This Agreement shall take effect on July 1, 2023, and shall continue in effect to and including June 30, 2026, and shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the December first prior to the expiration of the contract year involved, either the City or the Union shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Union will meet promptly to begin negotiations.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its Mayor, hereto duly authorized, and the Union has caused this Agreement to be executed by its President, hereto duly authorized, on the day and year first above written.

CITY OF ATTLEBORO

By: 

Cathleen DeSimone, Mayor

Date: 9-29-23

ATTLEBORO PUBLIC LIBRARY
EMPLOYEES ASSOCIATION
LOCAL 4928, MLSA, MFT, AFT, AFL-CIO

By: 

Date: 9/29/23

**APPENDIX A
SALARY SCHEDULE**

Effective July 1, 2023:

	Grade 51	Grade 52	Grade 53	Grade 54	Grade 55	Grade 56	Grade 57
Step 1	\$28,813.19	\$31,663.65	\$38,655.83	\$43,455.47	\$46,343.94	\$51,889.66	\$55,077.59
Step 2	\$29,533.52	\$32,455.25	\$39,622.23	\$44,541.87	\$47,502.55	\$53,186.90	\$56,454.54
Step 3	\$30,271.85	\$33,266.63	\$40,612.79	\$45,655.41	\$48,690.11	\$54,516.57	\$57,865.89
Step 4	\$31,028.66	\$34,098.29	\$41,628.10	\$46,796.79	\$49,907.36	\$55,879.49	\$59,312.55
Step 5	\$31,804.37	\$34,950.75	\$42,668.80	\$47,966.72	\$51,155.04	\$57,276.48	\$60,795.36
Step 6	\$32,599.48	\$35,824.52	\$43,735.52	\$49,165.89	\$52,433.92	\$58,708.38	\$62,315.25
Step 7	\$33,414.47	\$36,720.13	\$44,828.92	\$50,395.03	\$53,744.77	\$60,176.10	\$63,873.12
Step 8	\$34,249.83	\$37,638.14	\$45,949.64	\$51,654.90	\$55,088.39	\$61,680.50	\$65,469.95
Step 9	\$35,106.08	\$38,579.09	\$47,098.38	\$52,946.27	\$56,465.60	\$63,222.51	\$67,106.70
Step 10	\$35,983.73	\$39,543.56	\$48,275.83	\$54,269.94	\$57,877.25	\$64,803.08	\$68,784.37
Step 11	\$36,883.32	\$40,532.16	\$49,482.73	\$55,626.68	\$59,324.17	\$66,423.16	\$70,503.98
Step 12	\$37,514.78	\$41,263.45	\$50,272.90	\$56,621.02	\$60,402.62	\$67,619.97	\$71,782.37

Effective July 1, 2024:

	Grade 51	Grade 52	Grade 53	Grade 54	Grade 55	Grade 56	Grade 57
Step 1	\$29,677.59	\$32,613.56	\$39,815.50	\$44,759.13	\$47,734.26	\$53,446.35	\$56,729.92
Step 2	\$30,419.53	\$33,428.91	\$40,810.90	\$45,878.13	\$48,927.63	\$54,782.51	\$58,148.18
Step 3	\$31,180.01	\$34,264.63	\$41,831.17	\$47,025.07	\$50,150.81	\$56,152.07	\$59,601.87
Step 4	\$31,959.52	\$35,121.24	\$42,876.94	\$48,200.69	\$51,404.58	\$57,555.87	\$61,091.93
Step 5	\$32,758.50	\$35,999.27	\$43,948.86	\$49,405.72	\$52,689.69	\$58,994.77	\$62,619.22
Step 6	\$33,577.46	\$36,899.26	\$45,047.59	\$50,640.87	\$54,006.94	\$60,469.63	\$64,184.71
Step 7	\$34,416.90	\$37,821.73	\$46,173.79	\$51,906.88	\$55,357.11	\$61,981.38	\$65,789.31
Step 8	\$35,277.32	\$38,767.28	\$47,328.13	\$53,204.55	\$56,741.04	\$63,530.92	\$67,434.05
Step 9	\$36,159.26	\$39,736.46	\$48,511.33	\$54,534.66	\$58,159.57	\$65,119.19	\$69,119.90
Step 10	\$37,063.24	\$40,729.87	\$49,724.10	\$55,898.04	\$59,613.57	\$66,747.17	\$70,847.90
Step 11	\$37,989.82	\$41,748.12	\$50,967.21	\$57,295.48	\$61,103.90	\$68,415.85	\$72,619.10
Step 12	\$38,640.22	\$42,501.35	\$51,781.09	\$58,319.65	\$62,214.70	\$69,648.57	\$73,935.84

Effective July 1, 2025:

	Grade 51	Grade 52	Grade 53	Grade 54	Grade 55	Grade 56	Grade 57
Step 1	\$30,271.14	\$33,265.83	\$40,611.81	\$45,654.32	\$48,688.94	\$54,515.28	\$57,864.52
Step 2	\$31,027.92	\$34,097.49	\$41,627.11	\$46,795.69	\$49,906.18	\$55,878.16	\$59,311.14
Step 3	\$31,803.61	\$34,949.92	\$42,667.80	\$47,965.57	\$51,153.83	\$57,275.11	\$60,793.90
Step 4	\$32,598.71	\$35,823.66	\$43,734.48	\$49,164.71	\$52,432.67	\$58,706.99	\$62,313.77
Step 5	\$33,413.67	\$36,719.26	\$44,827.84	\$50,393.84	\$53,743.49	\$60,174.67	\$63,871.61
Step 6	\$34,249.01	\$37,637.24	\$45,948.54	\$51,653.68	\$55,087.08	\$61,679.02	\$65,468.40
Step 7	\$35,105.24	\$38,578.17	\$47,097.26	\$52,945.02	\$56,464.26	\$63,221.01	\$67,105.10
Step 8	\$35,982.87	\$39,542.63	\$48,274.69	\$54,268.64	\$57,875.86	\$64,801.53	\$68,782.73
Step 9	\$36,882.45	\$40,531.19	\$49,481.56	\$55,625.35	\$59,322.76	\$66,421.57	\$70,502.30
Step 10	\$37,804.51	\$41,544.46	\$50,718.59	\$57,016.00	\$60,805.84	\$68,082.12	\$72,264.86
Step 11	\$38,749.62	\$42,583.09	\$51,986.56	\$58,441.39	\$62,325.97	\$69,784.17	\$74,071.48
Step 12	\$39,413.03	\$43,351.38	\$52,816.71	\$59,486.04	\$63,458.99	\$71,041.54	\$75,414.56