

Agreement

BETWEEN

American Federation of State, County
and Municipal

Employees, Council 93

AFL-CIO, Local 1701

AND

The City of Taunton

July 1, 2015 through June 30, 2016

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THIS AGREEMENT, entered into by the City of Taunton, hereinafter referred to as “the employer”, and Local 1701, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, 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 conditions of employment.

ARTICLE I

Recognition The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing conditions of employment for all regular full-time employees and regular part-time employees averaging twenty (20) hours or more per week, of the Internet Technology Department, the Taunton Public Library, including all, Department Heads, Librarian II's, Librarian I's, Library Assistants and Senior Library Aides, but excluding the Director and Assistant Director of the Library and the Director of IT and all other employees of the City of Taunton, custodians, managerial and confidential employees.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any conditions in this Agreement.

ARTICLE II

Union Dues Employees shall tender the initiation fee (if any) and weekly membership dues by signing the authorization of dues form. During the life of this Agreement and in accordance with the terms of the form, the Employer agrees to deduct, each week, Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee in the unit who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th of each month. In instances where the Employer is or has been deducting Union dues prior to the signing of this Agreement on a monthly basis, he shall deduct one-fourth (1/4) of such monthly deductions each week in the same manner as provided above.

ARTICLE III

Agency Service Fee Each employee who elected not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, a service fee to the Union equal to that amount paid by union members.

ARTICLE IV

Grievance and Arbitration Procedure Should any grievance arise between the Union or a member or members thereof and the Employer as to the meaning and application of any provision of this Agreement, it shall be processed in the following manner and order.

In order to be processed, a grievance must be reduced to writing and shall include (1) a clear statement of the grievance, (2) reference to the specific provision or provisions of the Agreement allegedly violated, and (3) the specific remedy requested. The grievance must be instituted in accordance with the procedures set forth herein with three (3) days following the date of the occurrence of the facts giving rise to the grievance or within three (3) days from the date on which the employee involved first becomes aware of such facts.

Step 1.

After an information meeting has taken place between the grievant, the Head Librarian and the Union Steward, and, if said grievance is not resolved, it shall be presented in writing to the Head Librarian. Such grievance shall be presented by the grievant and at his/her option, the appropriate Union representative. The Employer representative will render a decision in writing no later than five (5) days following the date of the presentation of the grievance in this step. In the event that there is no resolution of the grievance, the Union may process the grievance to Step 2 provided it appeals in writing to Step 2 within five (5) days of the receipt of the decision in Step 1.

Step 2.

At this level, the grievance shall be presented to the Trustees of the Library by the grievant and his Union representative. The grievance shall be discussed by the Employer and Union representatives and the grievant, and at a conference which shall be scheduled no later than ten (10) days following the receipt by the Trustees of the Library of the grievance in Step 1. The representatives will render a decision in writing no later than five (5) days following the date of the conference.

Step 3.

At this level, the grievance shall be presented to the Mayor or designee by the grievant and his/her Union representative. The grievance shall be discussed by the Employer and Union representatives and the grievant at a meeting which shall be scheduled no later than ten (10) days following the receipt of the Mayor of the grievance in Step 2. The Mayor or designee shall render a decision in writing no later than five (5) days following the date of the meeting.

If the grievance remains unresolved after being processed through the foregoing procedure, the Union may, with thirty (30) days after the decision in Step 3, move the grievance to arbitration before a single arbitrator, The American Arbitration Association, or Massachusetts Board of Conciliation and Arbitration and will be requested to submit a list of five (5) names of arbitrators to the parties. The parties shall attempt to agree on one of the names on the panel and failing this, they shall alternately strike names until one remains, who shall be the arbitrator, or either party may submit to the American Arbitration Association or if the parties mutually agree, they may submit their request to the Division of Labor Relations. The rules of The American Arbitration Association shall not apply to the conduct of the arbitration hearing. The arbitrator shall have jurisdiction solely over the issue presented to him and shall have no authority to alter, amend or modify this Agreement in any way. The arbitrator's award shall be final and binding on the parties insofar as permitted by law. The term "days" in all steps will mean workdays unless otherwise noted. Workdays are Monday through Saturday for the Taunton Public Library and will not include Sundays or holidays. The fees and expenses of the arbitrary, together with charges related to the hearing, including, but not limited to, the cost of any transcript of testimony, a copy of which is furnished to the arbitrator, shall be shared equally by the Employer and the Union.

ARTICLE V

Job Security No employee in the unit shall have any disciplinary action taken against him until he has been given a written statement of the specific reason(s) for such contemplated action.

ARTICLE VI

Jury Pay The Employer agrees to make up the difference in an employee's normal week's wages and compensation received for jury duty.

ARTICLE VII

Funeral Leave An employee covered by this Agreement shall be allowed bereavement leave with pay upon the death of the employee's spouse, child, stepchild, grandchild, brother, sister, brother-in-law, sister-in-law, parent, grandparent, son-in-law, daughter-in-law, or upon the death of the employee's spouse's child, parent, brother, brother-in-law, sister, sister-in-law, grandparent, or grandchild, or upon the death of a member of the employee's household. Such leave shall not exceed four (4) days.

In addition, one (1) day of funeral leave shall be granted to those employees who attend funeral services for their aunt, uncle, niece, nephew or cousin.

In the event any of the relatives mentioned in Paragraph Two (2) above reside within the employee's household, said employee shall be granted three (3) days funeral leave.

Such leave shall not be charged to sick leave or vacation leave.

Employees shall not be required to take funeral leave immediately after the death of a person included in death leave rules and regulations, but may request such leave to be granted commensurate with the funeral and related necessary procedures.

Any additional two (2) days leave will be granted to allow for travel time for funerals that are held out of state if the employee attends the funeral.

ARTICLE VIII

Section A. Holidays The following days shall be considered to be paid holidays:

- | | |
|-------------------------------|--|
| <i>New Year's Day</i> | <i>Columbus Day</i> |
| <i>Washington's Birthday</i> | <i>Veteran's Day</i> |
| <i>Patriot's Day</i> | <i>Thanksgiving Day</i> |
| <i>Memorial Day</i> | <i>Full Day After Thanksgiving Day</i> |
| <i>Martin Luther King Day</i> | <i>Full day before Christmas</i> |
| <i>Independence Day</i> | <i>Christmas</i> |
| <i>Labor Day</i> | <i>½ day before New Year's Day</i> |
| <i>½ Day Good Friday</i> | |

... and any other day that may be declared a holiday by the Governor of the Commonwealth or General Court.

In the event any holiday falls on a Saturday, the previous day (Friday) will be the day of celebration; if any holiday falls on a Sunday, the next day (Monday) will be the day of celebration.

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday per the discretionary review of the Director so as to cause the least interference with the regular work of the library and its staffing needs. If a holiday occurs within an employee's vacation period on a normal working day, he/she shall receive an additional day.

Any employee required to work on a paid holiday shall receive in addition to the paid holiday, compensation in an amount equal to one and one-half (1-1/2) times the regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to two (2) hours worked at time and a half rate.

Section B. When Christmas and New Year's fall on a Friday, the Library will close on Saturday. Hours of work schedules will be appropriately changed to fulfill the full week's schedule.

ARTICLE IX

Vacations Vacation leave shall be accumulated on a fiscal year cycle. All employees covered by this Agreement shall be eligible for vacation credits on a pro-rata basis. In the first year of employment, vacation shall be pro-rata from date of employment through an employee's one year anniversary date, based on a two-week per year (10 days) accumulation: i.e. Employment date Feb. 1, (Feb-June) equals five months times .8333 (10 vacation days divided by 12 months) = 4.17 day's vacation to be credited as of July 1st. After their one-year anniversary, each July 1st thereafter, through Year 4 (4) an employee would be entitled to two (2) weeks' vacation. Should an employee choose not to take an earned vacation period in a given year, said person may use it the following year in addition to the earned vacation period for that year. However, no employee may accrue more than one (1) year of additional vacation period. New employees will not take said vacation before the six-month probationary period expires.

Vacations should be requested at least two weeks prior to an employee's anticipated vacation date and will be at the discretion of the Director so as to cause the least interference with the performance of regular work.

Section 2. Any employee thereof, covered by this Agreement, who has worked continuously, shall be granted an annual vacation without loss of pay as follows:

<i>5-9 years of service</i>	<i>3 weeks paid vacation</i>
<i>10-16 years of service</i>	<i>4 weeks paid vacation</i>
<i>17-24 years of service</i>	<i>5 weeks paid vacation</i>
<i>25-29 years of service</i>	<i>6 weeks paid vacation</i>
<i>30 years or greater</i>	<i>7 weeks paid vacation</i>

The additional week shall be granted on the employee's anniversary date of employment. Upon retirement, death, or termination during any given year, any eligible person will be credited for outstanding earned vacation.

Section 3. Quarterly statements of accruals will be provided to each employee by the Library Director.

ARTICLE X

Personal Leave Employee will be granted five (5) personal days per contract year to conduct business of a personal nature. An individual not employed as of July 1st will be allowed only pro-rated personal days. Notification must be given to the Director prior to an employee's taking said days.

Unused days may be carried over into the following year without loss with a maximum total of ten (10).

ARTICLE XI

Sick Leave Each employee shall be credited with sick leave with pay at the rate of one and one quarter (1-1/4) days per month (15 days per year). Sick leave shall have unlimited accumulation, with a thirteen thousand dollar (\$13,000) maximum buy-back on retirement as of 7/1/08.

Up to seven (7) days per calendar year may be used for family illness. Family to include spouse, child and members of the employee's household. Parents, whether they live in employee's home or not.

Sick leave will be granted for an illness or non-job related injury. Said sick leave is not intended to be used to extend a weekend, holiday, or vacation. Whenever the Department Manager suspects there is pattern of abuse, employees may be required to present a physician's certificate. Continued abuse may be subject to progressive discipline.

ARTICLE XII

Longevity All employees covered by this Agreement and in full time or part time (20 hour week) service of the City of Taunton, in permanent status and occupying a position subject to the Salary Administration Plan, shall be paid longevity. Longevity is to be paid out yearly in the first pay period of October.

Rates & Increments

5 Years	\$1098.41
10 Years	\$1397.97
15 Years	\$1697.54
20 Years	\$1997.10
25 Years	\$2795.94
30 Years	\$3120.47

ARTICLE XIII

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

The principle of seniority and qualifications shall govern and control in all cases of promotion within the bargaining unit, transfer, decrease or increase of the working force as well as preference in assignment to shift work and choice of vacation period and in any other matter in which preference is a factor.

ARTICLE XIV

HOURS OF WORK & PRO-RATED BENEFITS

Hours of Work: The hours presently in existence shall remain in full force and effect for the life of this Agreement. Any changes in the existing hours shall be subject to negotiations between the Union and the Employer.

Pro-rated Benefits: Personal Days, Sick Days, Sick Incentive, Vacation Days, Longevity and Annual Incentive benefits will be prorated for any full-time employee regularly coded for working less than the normal 35 hour work week

ARTICLE XV

Job Posting and Bidding When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven day period. Within five (5) days of expiration of the posting period, the Employer will award the position to the most senior qualified applicant.

The successful applicant shall be given a ninety-day (90) trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

If it is mutually agreed between the parties that no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

ARTICLE XVI

Rest Periods All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one (1/2) shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a meal break before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE XVII

Union Representatives A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

ARTICLE XVIII

Wages The following schedule reflects on July 1, 2015 a 2% wage increase.

	FY15	FY15	FY16	FY16
Title	Annual	Weekly	Annual	Weekly
		<i>52.2</i>	<i>2%</i>	<i>52.3</i>
<i>Department Head</i>				
Supervisor of Reference & Adult Services	\$39,127.43	\$749.57	\$39,909.98	\$763.10
Supervisor of Youth Services	\$39,127.43	\$749.57	\$39,909.98	\$763.10
Supervisor of Technical Services	\$39,127.43	\$749.57	\$39,909.98	\$763.10
Supervisor of Circulation	\$39,127.43	\$749.57	\$39,909.98	\$763.10
<i>Librarian II</i>				
Reference Librarian	\$37,367.37	\$715.85	\$38,114.72	\$728.77
Information Technology Specialist	\$37,367.37	\$715.85	\$38,114.72	\$728.77
<i>Librarian I</i>				
Acquisitions Librarian	\$34,823.63	\$667.12	\$35,520.10	\$679.16
Young Adult Librarian	\$34,823.63	\$667.12	\$35,520.10	\$679.16
<i>Library Assistant</i>				
Acquisitions Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Cataloging Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Interlibrary Loan Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Children's Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Audio Visual Cataloging Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Community Relations Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Reference Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.38
Technical Services Assistant	\$30,322.49	\$580.89	\$30,928.94	\$591.39

<i>(Wages continued)</i>			
<i>Senior-Library Aide</i>			
Process (Hourly Rate)	\$14.68		\$14.97
<i>City IT Department</i>			
Computer Technician (Hourly Rate)	<u>FY15</u>	-	<u>FY16</u>
Step 1	\$22.99		\$23.45
Step 2	\$24.14		\$24.62
Step 3	\$25.35		\$25.86

In the event that any other City employees are granted a higher pay raise, this Collective Bargaining Agreement will be reopened for the purpose of negotiations on wages only.

It is agreed to pay those employees who have a Master's Degree \$1,000.00 per year in addition to their regular salary. \$500.00 per year shall be paid to those employees who have received 30 credits beyond a Bachelor's Degree.

ARTICLE XIX

Miscellaneous Provisions

- Bulletin Boards** Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
- Stability of Agreement** Should any provision of the Agreement be found to be in violation of any Federal or State Law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect, and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
- Access to Premises** The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93 and/or Local 1701 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and the Librarian is informed.
- Residency Clause** Any mention of a residency clause by City Ordinance shall not apply to those employees covered by this Agreement.
- Emergency Conditions** In the event the employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work or emergency conditions, he/she shall be paid for a full day at their normal rate of pay.
- Work in a Higher Classification** Employees assigned by the Department Head to work in a higher classification shall receive the higher rate of pay for all work performed in the higher

classification, excluding vacations, personal days and incidental sick days, with the approval of the Mayor and the Municipal Council.

7. **Education Incentive** The City shall reimburse employees covered by this Agreement the cost of tuition for completed educational courses that are job related, subject to Department Head approval, appropriation, and a passing grade of at least a "C" or better. At the discretion of the Director, there will be reimbursement of an application fee for receiving Certificates of Professional and Sub-Professional Librarianship.
8. **Sick Leave Incentive** will run for each calendar year and will be paid the first pay period in February each year.

<i>0 days used</i>	=	\$600.00
<i>1 day used</i>	=	\$500.00
<i>2 days used</i>	=	\$400.00
<i>3 days used</i>	=	\$300.00
<i>More than 3 days used</i>	=	\$0.00
9. **Payday Move** Payday to every other Friday to accommodate direct deposit to any and all financial institutions.
10. **Evaluations** Allow the City to conduct yearly employee evaluations on a form to be agreed upon by both sides.
11. **Driver Safety Program** In the event any members engage in the regular use of a City vehicle for City purposes, the Union will support the Driver Safety Program agreed to by all other unions.
12. Effective January 1, 2010, all employees will be required to enroll in direct deposit.
13. Effective January 1, 2011, all employees will be paid bi-weekly.

ARTICLE XX

Leave of Absence A leave of absence for one (1) year shall be granted to any employee who desires to pursue a Master's Degree. Said employee shall be guaranteed their seniority and position upon return. Personal leave shall be determined in accordance with the City Ordinance.

ARTICLE XXI

Health Insurance By City Ordinance.

ARTICLE XXII

Maternity Leave Maternity Leave shall be approved in accordance with existing statutes of the Commonwealth of Massachusetts.

ARTICLE XXIII

Effective Date The signing of this Agreement by the authorized representatives of the Union and the Employer shall constitute the effective date for this Agreement (retroactive to July 1, 2015).

Termination This agreement will remain in effect for one year (July 1, 2015 through June 30, 2016) at the end of that time either party may terminate this Agreement provided such termination is transmitted through the Certified U.S. Mails to the responsible signatories to the

Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

Renewal Should neither party to this Agreement send a notice of termination as described in Section 2, this Agreement will be considered to have been automatically renewed for another year.

Changes Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice shall be mailed to the authorized parties' signatory to this Agreement prior to the thirty (30) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek the establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

ARTICLE XXIV

Management Rights Except as otherwise expressly modified by provision of this Agreement, the Employer retains all rights which it would have in the absence of such Agreement. Without limiting the generality of the foregoing and by way of example and not limitation, such rights include the exclusive right to set its policy, to manage its business, to direct the working forces, to determine the number of its employees at any time, to determine the qualifications for and to select its employees, to assign employees' jobs, to increase and decrease the working forces, to determine the work content of jobs, to determine the schedules of work, to determine the methods, processes and means of accomplishing work and to discipline or discharge employee for just cause.

ARTICLE XXV

Reduction in Force In the event the Employer shall determine that the staff of the Library shall be reduced then, in such event, the Employer shall lay off the least senior employee within each classification. It (the Committee) shall determine those affected by the reduction.

Employees so laid off shall be entitled to recall to the classification from which they have been laid off in reverse order.

The period of recall shall be for the twenty-four months from the effective date of lay off. For the purposes of this provision, seniority shall mean the length of service, in years, months and days, within the affected classification commencing with the date such employee commenced work in the classification. Part-time employees hired on or after 7/1/80 shall accrue seniority on a pro-rata basis.

ARTICLE XXVI

Annual Incentive Allowance All employees covered by this Agreement shall receive a Six Hundred dollar (\$600.00) incentive allowance payable on the third week of July each year.

ARTICLE XXVII

Employee Safety The City shall provide individual high-decibel alarm devices to each member of the bargaining unit no later than 11/1/96. The City also agrees to investigate the feasibility of providing panic buttons in appropriate areas with the Library.

ARTICLE XXIII

Evening/Weekend Differential The employees working evenings from 5-8 p.m. and on Saturdays will receive a seventy-five cent (\$.75) per hour shift differential.

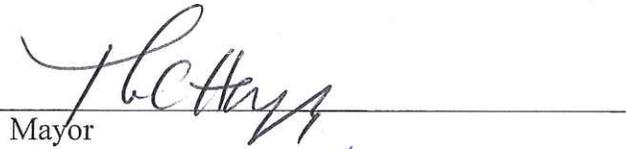
THIS AGREEMENT entered into this 29 day of February, 2016.

For the American Federation of
State, County and Municipal
Employees, Council 93, Local 1701


Council 93 Representative

STEPHEN VERMETTE
Steward Local 1701

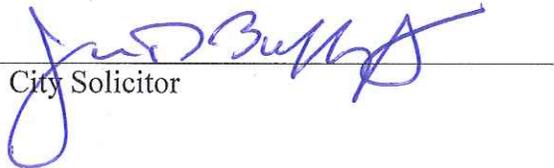
For the City of Taunton


Mayor


Maria V. Gomes, Human Resources Director

2/23/16
Date

Approved as to Form ^{only} and ~~Content~~


City Solicitor