

AGREEMENT

BETWEEN

TOWN OF WILBRAHAM

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98

EFFECTIVE DATES: JULY 1, 2021 THROUGH JUNE 30, 2024

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## AGREEMENT

This Agreement entered into by the Town of Wilbraham, hereinafter referred to as the Employer, and The International Union of Operating Engineers, Local 98, 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 salaries and wages, hours of work and other conditions of employment.

### ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full-time professional employees and regular part-time professional employees who are regularly scheduled to work twenty (20) or more hours per week and who are employed by the Town of Wilbraham in the Library in the following classifications: the Adult Services Librarian, the Children's Librarian, and the Teen Services/Young Adult Librarian (formerly referred to as the "Assistant Children's Librarian"), but excluding the classifications of Library Director, Assistant Library Director, all managerial employees, all supervisory employees, casual employees, confidential employees, and all other employees of the Town of Wilbraham

### ARTICLE 2 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.

The Union may designate a steward. The Town agrees that the steward shall be given reasonable time off during working hours, if practicable, to investigate and settle Union grievances as applicable. Such permission shall not be unreasonably denied by the Town Administrator or appropriate department head.

### ARTICLE 3 UNION DUES

3.01 The Employer shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each payroll cycle. The amounts deducted shall be sent to the Union's office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

3.02 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union.

3.03 Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF

I authorize the Town of Wilbraham to deduct Union Dues, in the amounts specified by the Union, from my regular paycheck and to remit that money to the International Union of Operating Engineers, Local 98. This authorization is irrevocable for a period of one (1) year from the date of this authorization, subject to law.

Signature

Name:

Address:

ARTICLE 4  
MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Town of Wilbraham must operate efficiently and economically and may exercise its management rights without bargaining with the Union. The Union further recognizes the right of the Board of Selectmen or its delegates to operate and manage the Town efficiently, including, but not limited to,
- a) the right to require efficient standards of performance and maintain discipline, order, and efficiency;
  - b) to determine duties to be performed and performance standards and work methods;
  - c) to direct, control and supervise employees and determine assignments;
  - d) to assign, change, and/or reassign from time to time employees to shifts, duties and work places;
  - e) to schedule work;
  - f) to transfer, including without limitation the choice of which employee(s) will be transferred, the duration of such transfer(s) and to where the employees will be transferred;
  - g) to determine the quantity and types of equipment to be used, including the institution, from time to time, of technological changes;
  - h) to revise processes, systems or equipment from time to time;
  - i) to introduce new methods, equipment and job classifications;
  - j) to determine new employee classifications and job title;
  - k) to determine and interpret new and existing job descriptions;
  - l) to determine staffing requirements;
  - m) to operate and direct the affairs of the Town Library in all of its various aspects;

- n)* to determine the level of services provided;
- o)* to determine the quality and quantity of work to be performed and the location for the work site;
- p)* to increase, diminish, change or discontinue operations, in whole or in part;
- q)* to determine whether the whole or any part of the Town's services shall continue to operate;
- r)* to select and hire employees;
- s)* to appoint and promote employees and to determine qualifications for positions and requirements for such positions and for the selection of employees to those positions;
- t)* to demote, suspend, discipline or discharge employees, and in the case of permanent employees, subject to just cause;
- u)* to lay off employees due to lack of funds or work or for any other reason;
- v)* to recall employees;
- w)* to evaluate employees, which evaluation right shall include the establishment of the evaluation instrument, the frequency of the evaluation and the conducting of verbal and written evaluations to employees, subject to Article 26, C.;
- x)* to determine which employees will perform certain work assignments;
- y)* to alter, add, or eliminate existing methods, equipment, programs or facilities, from time to time;
- z)* to determine from time to time the number of employees on an assignment, shift or in a department;
- aa)* to train employees;
- bb)* to assign and change from time to time work assignments for employees;
- cc)* to create and change shifts, including establishing and changing from time to time shift times, and determining the number of shifts and the changing of the number of shifts;
- dd)* to allocate, schedule, and grant all leaves, including administrative leave;
- ee)* to schedule, change, and enforce working hours of employees;
- ff)* to require employees to return to duty or to remain on duty after their scheduled shift is over, subject to Article 14;
- gg)* to assign and to require overtime;
- hh)* to require employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;
- ii)* to relieve employees from duty due to incapacity to perform duties or for any other reason;
- jj)* to contract and subcontract work;
- kk)* to determine the location and organization of employees;
- ll)* to plan, determine, direct and control all the operations and services of the Library;
- mm)* to reorganize the Library in whole or in part;
- nn)* to determine and enforce employee competency;
- oo)* to confer with employees regarding methods and means of operation;
- pp)* to promulgate, amend, and enforce reasonable rules, regulations, Standards of Conduct, operating and administrative procedures from time to time as the Town deems necessary to implement and carry out the Town's rights under this

Agreement; provided that such rights will not be exercised so as to violate any of the specific express provisions of this Agreement or any applicable law.

- 4.02 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement. The Town will call-in qualified employees needed to respond to the emergency.
- 4.03 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provision of this Agreement.

## ARTICLE 5 HOURS OF WORK

### Section 1 - Regular Hours

The regular hours of work for full-time employees each day shall be consecutive except that they may be interrupted by a lunch hour. Exceptions are listed in Section 3 below. The Town will provide the permanent work schedule ninety (90) days in advance of any changes to it.

### Section 2 - Work Week

The number of hours per week for full-time employees in the Library classifications covered by this Agreement shall generally be at least thirty-five (35) per week.

The Library may schedule, assign, and/or call-in bargaining unit employees to work any days of the week, including but not limited to Saturdays and Sundays (after Labor Day through the Sunday before Memorial Day weekend – for Sundays only); provided, however, employees may be scheduled in advance<sup>1</sup> to work no more than one Sunday a month, which prescheduled work shall take place on a weekend during which the employee is already scheduled to work Saturday; and provided, further, that the first time a bargaining unit employee works on a Sunday in any given calendar month, whether he/she is scheduled or called-in to work that Sunday shift, such employee shall be paid at his/her straight time base rate of pay for working the Sunday shift; and provided further that the second time or any subsequent time thereafter in a given calendar month that a bargaining unit employee works on a Sunday, whether he/she is scheduled or called-in to work that second or subsequent Sunday shift, such employee shall be paid time and one-

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<sup>1</sup> The parties expressly agree that, in addition to being scheduled in advance to work Sundays, employees may also be called-in to work Sundays.

half (1 ½) his/her base rate of pay for working the Sunday shift a second or subsequent time in the given calendar month.

No employee shall be disciplined for being unavailable to work on a Sunday for which s/he was not previously scheduled; provided, however, that this provision shall only apply to those situations where the Town seeks to call-in an employee. Where an employee has been previously scheduled to work a Sunday and does not work that scheduled shift, s/he may be subject to discipline in accordance with this Agreement.

Employee work hours may be adjusted for the week following previously unscheduled Sunday work in order to offset call in hours worked on Sunday.

### Section 3 - Continuous and Other Operations

To the extent practicable, employees engaged in continuous operations shall receive two (2) days off in each seven day period.

Where employees are working irregular hours or split shifts and the work week does not allow for any two (2) consecutive days off, these employees may be given two (2) days off within a seven day period.

### Section 4 - Flexible Hours

Flexible hours for an employee may be approved, based upon the needs of the Town and the employee. Requests for flexible hours should be made in writing to the immediate supervisor, who shall forward the request with recommendations to the Town Administrator. Denial of proposed flexible hours shall not be subject to the provisions of Article 17. Any proposed flexible hours which impact upon the overtime provisions of Article 15 shall be discussed by the parties prior to approval.

## ARTICLE 6 REST PERIODS

All full-time employees' work schedules shall provide for two (2) rest periods per day, one fifteen (15) minute break and one ten (10) minute break. The Town reserves the right to designate times for rest periods.

ARTICLE 7  
MEAL PERIODS

All employees who work more than six (6) hours in a work day shall be granted an unpaid meal period during that work day. Whenever possible, a meal period shall be scheduled as close to the middle of each shift as possible. The meal period shall be one-half (1/2) hour.

All employees shall be granted one (1) additional unpaid thirty (30) minute meal period if the employee is expected to work five (5) hours or more into the next shift.

ARTICLE 8

*Reserved for future use.*

ARTICLE 9  
HOLIDAYS

Section 1 - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Eve Day (1/2 Day)
Independence Day	Christmas Day Patriots Day
Patriot's Day	

Eligible employees shall receive their regular pay for each of the holidays listed above on which they perform no work.

If a holiday is observed on an employee's scheduled day off or vacation, the holiday benefit will be granted at a mutually agreed upon time by the Employer and the employee.

The holiday benefit shall be granted to eligible employees on the day it is observed by the Library, as determined by the Town in its sole discretion.

Section 2 - Eligibility Requirements



If, during the course of the fiscal year, the employee takes a sick day before or after a holiday on two occasions, the Town may require a doctor's verification of illness in order for the employee to be eligible for holiday pay when sick leave has been taken the day before or after any subsequent holiday during that fiscal year.

Section 3 - *Reserved for future use.*

Section 4 – Holiday Floater

On the day after Thanksgiving and the first workday after Christmas the Town Offices operate with a Skeleton Force. Employees are granted either one of these two days off. It is the responsibility of the department head to ensure adequate staffing levels, and where there is a conflict, seniority shall govern. Employees who work on both Skeleton Days (the day after Thanksgiving and the day after Christmas) may take a floating holiday off with pay during the remainder of the fiscal year ending June 30.

ARTICLE 10  
SENIORITY

Definition

Seniority means an employee's length of continuous service with the Employer since the date of becoming eligible to join the bargaining unit. Seniority for part-time employees shall be calculated on a pro-rated basis, based on the average number of hours worked each week, for purposes of determining seniority rights related to lay-offs.

Probation

All new bargaining unit employees shall be considered probationary for a period of one hundred eighty (180) working days after date of hire. The probationary period may be extended by mutual agreement between the Town and the Union. During the probationary period the Town may discipline or discharge the employee and such action shall not be subject to the grievance and arbitration procedure contained in this Agreement

Seniority Lists

Every twelve (12) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons: Discharge, resignation or retirement.

## Promotions

The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position. The Employer and union agree that when an employee is promoted, the date of the promotion becomes the employee's new step increase date. The employee's date of hire will remain the starting date for calculating all other benefits as provided in this Agreement.

## New or Vacant Positions

When a position covered by this Agreement becomes vacant, and if the Town decides to fill such vacancy, the vacancy shall be posted in a conspicuous place in the Town Office Building, the Library, the Public Works Garage, the Police Department, the Fire Department, the Senior Center and the Parks and Recreation Department listing the following:

1. Date of Posting
2. Job Title
3. Salary
4. Location
5. Example of Duties
6. Qualifications
7. Closing Date for Applications
8. Person to Whom the Applications Should Be Made

Any notice of vacancy shall remain posted internally for a period of not less than five (5) working days. Employees in the bargaining unit who are interested shall apply in writing within the posting period.

External notices of a vacancy, advertisements or other public announcements or solicitations for applicants shall not be made prior to the internal posting.

In filling all vacant positions, the Town shall consider the following factors: Seniority in the bargaining unit; experience in related work; work history (e.g. disciplinary and attendance record) and qualifications and ability to perform the duties of the job. Employee applicants, upon request, shall be given a summary written description of the reasons for non-selection. The decision of the Town as to the selection of the candidate to fill a vacant position shall be final and not subject to the grievance and arbitration process set forth in Article 17, unless an internal bargaining unit employee manifestly demonstrates better qualifications beyond a reasonable doubt.

## Lay-Off

In the event it becomes necessary to lay-off employees for any reason, lay-offs shall be conducted in the inverse order of the employee's seniority in their respective classification, provided that the employees retained have work skills and/or training to perform the job. For example, if the Town determines in its sole discretion to layoff the Children's Librarian, if more than one (1) employee is working in that classification, the layoff shall be in inverse order of seniority. In the event of a layoff of an employee covered by this Agreement, the Library Director shall have the authority to assign the remaining librarians in the bargaining unit to cover the function and duties of the classification that was laid off. If the Board of Selectmen recommends to the Finance Committee the elimination of any position in this bargaining unit, or the reduction in hours of any such position, the Board of Selectmen will so advise the Union within two (2) weeks of making such recommendation to the Finance Committee.

### Recall and Rehire

Employees who are on lay-off shall be considered eligible for one (1) year to be recalled first for available jobs in their classification in accordance with their seniority in the reverse order from which they were laid off provided the employee recalled has the ability to perform the job in a competent manner.

Employees called back within one (1) year and who report within that period shall be considered to have retained seniority based upon their date of hire prior to the lay-off for purposes of calculating vacation and sick leave benefits; provided, however that such calculation exclude all time such employee was out of pay status for reasons of lay-off.

In case of a rehire, the employee shall be a new employee for all purposes, including seniority and benefits, except in case of express agreement in writing between the Town and the Union; however, if an employee is rehired into his/her same department within one (1) year of the separation, the employee will have any unused sick leave restored after ninety (90) days of employment, and prior service will be counted for purposes of vacation accrual calculation.

### ARTICLE 11 SICK LEAVE

Sick leave is defined as time off requested by an employee for:

- a bona fide personal illness or injury of relatively short duration
- visits to medical providers
- for compensation during the first five days of a bona fide employment related injury if worker's compensation payments are not available
- enforced quarantine in accordance with health regulations

New employees must be employed by the Town for 90 calendar days before they are eligible to begin accruing sick leave. Beginning July 1, 2021, and every July 1 thereafter, each

full-time employee shall receive three (3) days sick leave with pay and shall earn the rate of one (1) additional day for each calendar month of service thereafter. Sick leave days shall be granted to the employee for use in the first pay period of the calendar month following the month in which the sick leave day is earned. Employees shall accumulate sick leave not to exceed one hundred and eighty (180) days. Upon death or retirement, forty percent (40%) of an employee's accrued sick leave, up to and including 180 days, will be paid by the Town to any bargaining unit employees hired by the Town before July 1, 2018, or upon such employee's death to his/her beneficiary at the employee's regular rate of pay. An employee must notify the Town Administrator in writing of his/her intent to apply for this benefit no later than January 1 for the benefit to be paid in the following fiscal year. Employees hired by the Town on or after July 1, 2018 shall not be eligible for this benefit.

For bargaining unit employees eligible for the forty percent (40%) sick leave buyback benefit (i.e., bargaining unit employees who were hired by the Town before July 1, 2018), failure to provide written notice of the intent to apply for such benefit to the Town Administrator by January 1 will result in the benefit being paid in the second fiscal year following the January 1 deadline.

An employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay for a total of more than three (3) days.

The Town reserves the right to request a doctor's certificate in case of absence due to illness in those cases where it feels sick leave is being abused or for any absence of three (3) or more consecutive days.

Employees on paid vacation or on any leave with pay are not eligible for any payments under this Article except as approved under Article 13, Section 10.

The sick leave as provided in this Article shall not apply in the event of injury, illness or disability which is self-imposed.

The employee may utilize up to five (5) accrued sick leave days per year to care for a minor dependent child, spouse and immediate family member where alternative care arrangements cannot reasonably be made.

Unless otherwise agreed between the Union and the Town, employees out on medical leave for which a Worker's Compensation claim is filed may apply for available sick leave for the initial waiting period (five work days), and for any period of delay pending approval of benefits; in addition an employee may request the Town to Supplement Worker's Compensation benefits by paying the employee, each payroll period of the leave, the difference between the employee's regular pay and the benefits received, to the extent that available sick leave supports such payments.

ARTICLE 12  
LEAVES OF ABSENCE

Eligibility

Employees shall be eligible for leaves of absence completing the applicable probationary period specified in Article 10.

Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Town Administrator. Requests shall state the reason the leave of absence is being requested and the length of time off the employee desires.

Unpaid Leaves

An unpaid leave of absence may be granted by the employee's department head, subject to the approval of the Town Administrator. All requests are addressed to the unreviewable discretion of the Town except as below.

A. Military Leave

A.1. Military Leave: An employee shall be entitled to an unpaid leave of absence for the time of service in the Armed Forces of the Commonwealth or the Armed Forces of the United States. For an employee's annual tour of duty, not exceeding seventeen (17) days, as a member of a reserve component of the Armed Forces of the United States or the Armed Forces of the Commonwealth, such employee shall receive his/her base wages as an employee for the *up to* 17-day period of the leave for annual training purposes.

A.2. Notification: Each employee is responsible for notifying his/her Department Head of the date he/she is leaving for military service and provide written proof from military or selective service officials to the Town Administrator indicating date of departure and length of service required.

A.3. Effect On and Use of Benefits:

- a. Sick and vacation leave will continue to accrue during the *up to* 17-day period of military leave for training purposes.
- b. The period of any military leave shall be included in employee's time of continuous service for benefit purposes."

B. Parental Leave

All full-time employees who have worked for the Town for at least three (3) full consecutive months are eligible for parental leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

C. FMLA

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

Paid Leaves

Bereavement Leave

Bereavement leave of four (4) days shall be granted for a death in the immediate family of an employee. The immediate family shall be considered to be an employee's current spouse/companion, parents, grandparents, children, step-parent, step-children, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law and son-in-law.

In the event of death of an aunt, uncle, nieces, nephews, current sister-in-law or brother-in-law, the employee shall be granted two (2) days of absence provided, however, that one of those days is the day of the funeral.

The department head/supervisor may at his/her discretion approve and additional day as funeral leave in extenuating circumstances (e.g., weather related travel delays, etc.)

Jury Duty

- A. General Policy: All employees will be granted leave to fulfill required jury duty. It is the employee's responsibility to present to his/her supervisors written evidence of the fees received for jury duty. Subject to the rules of the Jury Commissioner, as a condition to receiving payment from the Town, an employee must report to work if during such duty he/she is discharged for the day or major portion thereof during regular work hours.
- B. Jury Duty on a Holiday: A holiday occurring during jury duty shall not entitle an employee to an additional day of leave or additional compensation for the holiday.

- C. Retention of Jury Fees: Employees may retain any jury fees received for jury duty on non-scheduled work days.
- D. Compensation While on Jury Duty:
1. An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his/her base straight time rate. For fourth and subsequent days of such juror service, the employee shall continue to be paid his/her base wages provided that such employee pays over to the Town any jury service fees received.
  2. Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base straight time rate.
  3. An employee seeking compensation in accordance with this section shall notify his/her direct supervisor and the Department Head after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.”

#### Personal Days

Employees shall earn one personal day for each four consecutive calendar months of active employment except that Employees with more than ten years of active service shall earn one for each three consecutive months of active employment. In addition, Employees who maintain accrual of at least 75 days of sick leave shall earn one personal day for each six consecutive months of active employment during which he/she uses no sick leave. Use of personal days shall be at times mutually agreed by the Employee and the department head. It is agreed that in any case of extreme emergency a personal day may be taken, in which case the Employee shall notify the Town as soon as possible during the day of leave. Personal days are to be taken in no less than one hour increments. Each June employees shall have the option of taking one day's pay in lieu of an accrued but unused personal day.

#### Union Leave

Up to two (2) days per year may be taken without loss of pay by designated Union officers to attend Union conferences or conventions with advance approval of the Town, which shall not be unreasonably denied.

ARTICLE 13  
VACATIONS

1. New employees shall be eligible to earn one day of vacation leave for each full calendar month worked up to ten (10) days following the employee's date of hire. The employee shall be allowed to use earned vacation leave as follows:

- a. New employees hired between July 1 and December 31

- New employees hired between July 1 and December 31 shall be allowed to use up to five (5) days of earned vacation leave on or after the January 1 following their date of hire.

- b. New employees who are hired between January 1 and June 30

- New employees hired between January 1 and June 30 shall be allowed to use earned vacation leave of up to five (5) days on or after July 1 following their date of hire.

2. This provision shall only apply to new employees and not to employees who have been employed for two (2) consecutive fiscal years.
3. During each fiscal year in which an employee will reach at least one (1) year but less than five (5) years of Town employment service, the employee will be entitled to ten (10) days of paid vacation.
4. During each fiscal year in which an employee will reach at least five (5) years but less than ten (10) years of Town employment service, the employee will be entitled to fifteen (15) days of paid vacation.
5. During each fiscal year in which an employee will reach at least ten (10) years but less than fifteen (15) years of Town employment service, the employee will be entitled to twenty (20) days of paid vacation.
6. During each fiscal year in which an employee has reached at least fifteen (15) years of Town employment service, the employee will be entitled to twenty-five (25) days of paid vacation, with the exception of employees hired on or after July 1, 2008, who will be entitled to a maximum of twenty (20) days of vacation per year.



7. Vacation pay for full-time and regular part-time employees will be calculated on the basis of their normal straight time weekly schedule of hours. Town employees who have a normal work week schedule of less than twenty (20) hours a week are not entitled to any vacation benefits. The vacation benefit shall be pro-rated for any year in which the employee was on unpaid leave (including medical leave not covered by Workers' Compensation) for more than three (3) weeks. Employees on medical leave covered by Workers' Compensation shall accrue vacation for a maximum of twelve (12) months of such leave.
8. Vacations will be scheduled at the convenience of the Town. Where there are scheduling conflicts, seniority shall govern.
9. An employee whose employment is terminated by the Town for any reason, shall be paid for all vacation leave earned but not taken as of the date of such termination. If termination is caused by death, such payment shall be made to employee's estate.
10. Each employee shall be allowed to carryover two (2) weeks of previously accrued and earned vacation or Personal Days (Article 12) into the next fiscal year (maximum combined carryover of vacation and personal days is two weeks). Any combined accrued vacation leave and personal days in excess of 2 weeks, as of June 30 of any year shall be forfeited.
11. An employee who becomes sick or is injured while on vacation may request that some or all the remaining vacation leave be converted to sick leave. Such a request is addressed to the unreviewable discretion of the Town.
12. Vacation leave shall be used in no less than half (1/2) day increments.

#### ARTICLE 14

*Reserved for future use.*

#### ARTICLE 15 OVERTIME

1. A reasonable amount of overtime may be required of any employee(s) by the Town. Library staff shall be paid overtime at the rate of time and one-half (1 ½) their regular rate of pay for all actual work over forty (40) hours in one (1) work week.

2. No overtime will be worked by any employee without authorization by the Library Director or Town Administrator.
3. Within its unreviewable discretion, the Town may arrange with an employee, by mutual agreement, for the substitution of compensatory time off at time and one-half in lieu of overtime pay if accomplished within the same pay period as the overtime worked.

ARTICLE 16  
DISCIPLINE AND DISCHARGE

The Town retains the right to discipline, demote, suspend or discharge employees; provided, however, that permanent employees who have successfully completed their probationary period may only be disciplined, demoted, suspended, or discharged for just cause.

ARTICLE 17  
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

Any grievance or dispute which may arise between the Town and any employee or the union regarding interpretation or application of any provision of this Agreement shall be settled according to procedure set forth herein:

- Step 1           The union steward and/or representative with or without the aggrieved employee shall take up the grievance or dispute in writing with the department head within ten (10) working days after occurrence of the incident or event upon which the grievance is based. .
- Step 2           If the grievance has not been settled, it shall be presented in writing by the said parties grieving to the Town Administrator, or his or her designee, within five (5) working days after the department head's response is received. The grievance shall set forth the nature of the grievance and shall specify the section or sections of the Agreement alleged to have been violated and shall be signed by a Union official and/or by the employee initiating the grievance. The Town Administrator or his/her designee, shall meet with the grieving party or parties within ten (10) working days and shall then respond to the said parties grieving in writing within ten

(10) working days of the Administrator's meeting, not including the day of such meeting.

Step 3 If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing by the said parties grieving within ten (10) working days from the date of the Town Administrator's written response at Step 2. The Board of Selectman shall respond within twenty-two (22) working days after receiving said grievance. The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this article.

Step 4 Any grievance which has not been satisfactorily settled after the procedures set forth above have been exhausted may within thirty (30) calendar days after the reply of the Selectmen is received, be taken to arbitration by the Union by a written notice given by the Union to the Department of Labor Relations within such a time period; with a copy being sent to the Board of Selectmen.

#### Section 2

*Reserve the Section for future use.*

#### Section 3

The arbitration shall be conducted by an arbitrator to be selected by the Town and the Union if they can mutually agree upon his or her selection within fifteen (15) calendar days after notice has been given. By mutual agreement any grievance(s) may be submitted to mediation after Step 4 and prior to arbitration. The fees of the mediation/arbitration service and of the mediator/arbitrator shall be divided equally between the Town and the Union. Multiple grievances involving the same issue or incident shall be consolidated for hearing; otherwise grievances will be submitted separately except by mutual agreement. Hearings at any step of the grievance procedure may be waived only by mutual consent.

The decision of the arbitrator shall be final and binding on both parties. The decision of the arbitrator shall be limited to the specific point of difference submitted to him or her. The arbitrator shall have no power to add or subtract from, modify, or amend any of the provisions of this Agreement and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties, or by order of a court. The arbitrator shall decide any disciplinary or discharge cases based upon the preponderance of the evidence standard of proof. The arbitrator shall not render a decision contrary to state or federal law. The Arbitrator shall have no authority to award interest or punitive damages.

No employee of the Town shall leave his/ her job to present, discuss or investigate a grievance without first obtaining the consent of his/her department head. A grievance shall be

considered adjusted upon failure to appeal the grievance from one step to another within the designated time limits prescribed herein.

Section 4

*Reserved for future use.*

ARTICLE 18  
STRIKES AND LOCKOUTS

Section 1. No lock out of employees shall be instituted by the Employer during the term of this Agreement. The town's failure to provide work for economic or business reasons, including reductions in force/layoffs, or as a result of a strike by other employees of the Town, or a termination of an employee(s) from their employment with the Town, shall not be deemed a lockout.

Section 2. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 3. The Union agrees that neither the Union nor any of its Union officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however, established, and withholding of overtime services, including upon termination of this Agreement.

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

Section 4. Violations of Article 18, Section 2 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.

Section 5. Either the Town or the Union may, in addition to the remedies under Chapter 150E of the General Laws, file independently an action in the appropriate court to enforce this Article.”

ARTICLE 19  
SAVINGS CLAUSE

Section 1. No agreement, understanding, alteration, or variation of this Agreement's terms will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or condition, and the obligation of the Town and the Union to such future performance will continue in full force and effect.

Section 3. If any Article or section of this Agreement or any addendum to this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum will not be affected and will remain in full force and effect; and, upon issuance of such a decision, the Town and the Union agree to immediately negotiate over a substitute for the invalidated Article, section or portion thereof.

Section 4. The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any item covered in this Agreement except as provided in Article 19, Section 3 above.

ARTICLE 20  
PROFESSIONAL DEVELOPMENT

Subject to prior approval by the department director and Town Administrator, the Town shall allow employees to attend job-related seminars and classes to maintain job efficiency. No loss of pay shall be incurred and the Town shall reimburse any reasonable expenses incurred within the Town's guidelines for travel expenses.

ARTICLE 21  
LONGEVITY

Employees of the Town of Wilbraham shall be eligible to receive longevity benefits. Upon their anniversary dates, employees shall earn a payment based upon the following schedule:

<u>Years:</u>	<u>Base Pay:</u>
More than 5 years but less than 10	2.5%
" 10 15"	3.0%
" 15 20"	3.5%
" 20 25"	4.0%
More than 25 years	4.5%

ARTICLE 22  
SUPPLEMENTAL BENEFITS

Section 1- Life Insurance

The Town will pay fifty percent (50%) of the premium rate for the \$5,000 life insurance policy now in effect, and each employee covered will contribute fifty (50) percent of the premium rate for the coverage provided.

Section 2- Group Health Insurance

The Town will pay sixty-eight percent (68%) of the monthly premium rate for a Group Health Insurance Plan, and each employee covered will contribute thirty-two (32%) of the premium rate for the type of coverage provided for the employee (and his/her dependents) under the plan.

Section 3 *Reserved for future use.*

ARTICLE 23  
GENERAL PROVISIONS

Section 1- Pledge against Discrimination and Coercion

1. The Employer shall not discipline, discharge or otherwise discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, gender identity, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The Union shall not discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, gender identity, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The provisions of this Agreement shall be applied equally to all employees.

Alleged violations of this section shall not be arbitrable unless the employee and Union select arbitration in lieu of and as a substitute for EEOC/MCAD proceedings which will be waived in a form satisfactory to all parties.

2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
3. The parties to this Agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any proper employee activity in an official capacity on behalf of the Union.
4. If the Employer accommodates an employee in accordance with the Americans with Disabilities Act ("ADA") or state anti-discrimination laws, that accommodation shall not be the subject of a grievance or arbitration.

#### Section 2- Bulletin Boards

The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the Employer for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Town or its representatives, or which constitutes campaign material for or against any person, organization or faction thereof.

#### Section 3- Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations; requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the employer with a list of staff representatives.

#### Section 4 *Reserved for future use.*

#### Section 5- Union Activities on Employer's Time and Premises

A representative of the Union may be permitted with the approval of the Town Administrator to enter the Library at any reasonable time for the purposes of discussing grievances or official Union business, provided that the representative does not do so during employees' work time and requests permission in advance from the Town Administrator.

## Section 6

The Town agrees to provide the Union with an original fully executed copy of this Agreement and to send a .pdf copy electronically to the Union for distribution to all members of the bargaining unit.

## Section 7 – Eligibility for Benefits

To be eligible for benefits under this Agreement, employees must be regularly scheduled to work at least an average of thirty-five (35) hours per week.

### ARTICLE 24 REPORTING TIME

Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report unless given notice of a closure or late opening personally, by telephone message to his/her home, or unless a weather emergency notice was broadcast on TV or the radio at least one (1) hour before the employee's scheduled reporting time.

Whenever the Town cancels work on a day normally scheduled, employees may use accumulated vacation or floater holidays to avoid loss of pay for that day.

### ARTICLE 25

*Reserved for future use.*

### ARTICLE 26 WAGES

#### A. General Provisions

1. The positions in the bargaining unit and their wage rates are set forth in Appendix "A".
2. Whenever there is a significant change in the job descriptions of a particular position, the employee shall have the right to appeal his/her designated job classification to the Board of Selectmen in a procedure to be mutually agreed upon by the Town and the Union. The Town of Wilbraham shall have the right, upon proper notice to the Union, of requesting the Board of Selectmen reclassify any position currently vacant or upgrade the classification of any position currently occupied by a Union member. Any reclassification of a position by the Board of Selectmen shall serve as an addendum to this agreement.



3. The Board of Selectmen shall, consistent with this agreement, review all appropriate job descriptions. The development of any new position shall be subject to review by the Union.
4. The Town Administrator shall be responsible for administering this article in a manner consistent with this agreement and the Town's personnel practices.
5. *Reserved for future use.*
6. Effective July 1, 2012, as a condition of employment, all employees who are covered by this agreement shall have their paychecks directly deposited to a bank account or financial institution of their choosing. In accordance with this section, employees will not receive wage payments by check, provided, however, that the Town will provide either paper documentation of or web access to the direct deposit information to any employee who requests it.

B. Salary and Wage Provisions

1. The wage schedules for Fiscal Years 2022, 2023, and 2024 are attached to this Agreement as Appendix "A." Each employee who is not at top step will be eligible for a step increase each July 1 until reaching the top step provided, however, that an employee hired or promoted after December 12, 1993 shall be eligible for a step increase on his/her anniversary date of employment until reaching top step.
2. Reserved for future use.

C. Employee Evaluation and Review

It is hereby agreed that the advancement of employees covered by this agreement relative to grade and step increases shall be predicated upon merit. Prior to a grade or step increase for any members of the Union, at the time of this agreement, said employees work performance shall be reviewed by the Department Head and/or Town Administrator, no earlier than April 1st and no later than June 1st. Any employee hired after July 1, 1984, shall have his/her performance reviewed no earlier than nine (9) months and no later than eleven (11) months from the employee's employment anniversary date. The Department Head and/or Town Administrator in reviewing the work performance of the employee shall be required to utilize a standardize evaluation form or format. Said form of format is subject to comment by the Union.

The Department Head and/or Town Administrator shall, within fourteen (14) days of the review, inform the employee relative to both the substance of the evaluation and the decision whether or not the employee shall receive the appropriate salary increase; however, a step

increase to which an employee is otherwise entitled shall not be delayed except by the timely issuance of a negative recommendation by the evaluator. Should an employee be informed that he/she is not being recommended for a salary adjustment, then said employee may within five (5) working days, submit, in writing, to the Town, request that the Board of Selectmen review the decision of the Department Head and/or Town Administrator. The Board of Selectmen shall review the request of the aggrieved employee and permit both sides to submit testimony either verbally or in writing. The Board of Selectmen shall develop appropriate rules and regulations concerning the conduct of the hearings. The Board of Selectmen shall within twenty-one (21) days from the receipt of the aggrieved employee's petition submit to both the Town Administrator and the employee its decision. The Board of Selectmen may submit its findings or hold its hearing at a time later than before mentioned, if both sides mutually agree. The decision of the Board of Selectmen shall be final and binding and not subject to the grievance/arbitration procedure.

D. *Reserved for future use.*

ARTICLE 27  
BARGAINING UNIT WORK

No employee covered by the terms of this Agreement shall be laid off as a result of the transfer of work from the employee to a managerial employee not covered by the terms of this agreement.

Whenever practicable, bargaining unit employees will be called to perform significant available work in their job classifications (at overtime, if called for under Article 15) in preference to managerial employees, except where the managerial employee regularly performs such work (e.g. the highway superintendent) or in case of extreme need or emergency.

The Town may supplement the work force within its discretion by the employment of seasonal workers, temporary workers hired for a specific time period of less than three (3) months or of defined duration (e.g. the duration of a medical leave), part-time workers regularly scheduled for less than 20 hours per week, or unpaid volunteers, none of whom will be provided coverage under this Agreement.

ARTICLE 28  
USE OF PERSONAL CAR

An employee who, when requested by his department head, uses his/her own motor vehicle in the course of employment shall be compensated at the Massachusetts Department of Revenue rate. Except where it is an understood expectation of the job, the Town agrees not to unreasonably require on-duty employees to use their own vehicles for Town business.

ARTICLE 29  
SUBSTANCE ABUSE

The Town shall have the right to require employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing.

ARTICLE 30

*Reserved for future use.*

ARTICLE 31  
DURATION

This Agreement is effective July 1, 2021 unless otherwise provided for and shall remain in force and effect to and including June 30, 2024 and shall automatically be renewed for one year unless, on or after October 2, 2023, and before October 31, 2023, either the Town or the Union shall have given the other proper written notice of its desire to negotiate a new contract.

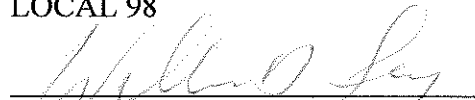
ARTICLE 32  
BI-WEEKLY PAYROLL

After providing the Union and members of the bargaining unit with a least ninety (90) days' notice, the Town may institute a bi-weekly payroll for all members of the bargaining unit.

It is understood that on request, at such time as this agreement comes up for negotiation, the bargaining agent for the International Union of Operating Engineers Local 98 shall receive from the Town a list of position classifications for each bargaining unit member.

**FOR THE UNION:**

INTERNATIONAL UNION  
OF OPERATING ENGINEERS,  
LOCAL 98

  
\_\_\_\_\_  
William Fay, President,  
IUOE Local 98


  
\_\_\_\_\_  
Keith Hancock, Vice-President/Organizer

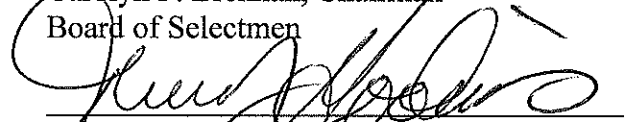
  
\_\_\_\_\_  
Heidi Kane, Union Steward

9-15-2022  
\_\_\_\_\_  
Date

**FOR THE TOWN OF WILBRAHAM:**

BOARD OF SELECTMEN

  
\_\_\_\_\_  
Carolyn F. Brennan, Chairman  
Board of Selectmen

  
\_\_\_\_\_  
Theresa F. Goodrich, Selectman

  
\_\_\_\_\_  
Susan C. Bunnell, Selectman

August 22, 2022  
\_\_\_\_\_  
Date

**TOWN OF WILBRAHAM  
PROFESSIONAL LIBRARIAN PAY SCALE**

**APPENDIX A**

**FY2022**                    2%

*7/1/2021*

<b>GRADE 9</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
	25.80	27.46	29.18	31.07	33.06

**FY 2023**                    2%

*7/1/2022*

<b>GRADE 9</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
	26.32	28.01	29.76	31.69	33.72

**FY2024**                    2%

*7/1/2023*

<b>GRADE 9</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
	26.85	28.57	30.35	32.33	34.39

***RESERVED FOR FUTURE USE.***