



COLLECTIVE BARGAINING AGREEMENT

July 1, 2023 through June 30, 2026

Between

The Town of Seekonk

And

Seekonk Public Library Employee Association

MLSA, AFT Massachusetts, AFL-CIO

Local 4928



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ARTICLE I – AGREEMENT CLAUSE

This Agreement is made under Chapter 150E of the Massachusetts General Laws, and is hereby entered into by the Town of Seekonk, hereinafter referred to as the Town, and the Seekonk Public Library Employee Association, Massachusetts Library Staff Association, Local 4928, AFT-MA, AFT, AFL-CIO, hereinafter referred to as the Union. The Agreement sets forth the compensation, hours of work and other conditions of employment for those employees covered by it, and has as its purpose the promotion of harmonious relations between the respective parties.

ARTICLE II – RECOGNITION CLAUSE

The Town recognizes the Union as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all fulltime and regular part-time employees in the service of the Town employed at the Seekonk Public Library including Senior Librarians the Customer Service/Inventory Supervisor, Staff Librarians I, Staff Librarians II, the Library Administrative Associates, Technical Services Associates II, but excluding the Library Director, the Associate Library Director, and all managerial confidential, and casual employees.

The Town will advise all new employees whose positions are covered in the Recognitions Clause at the time of employment that the Union is their bargaining representative. The parties recognize the right of any employee to choose whether or not to become a member of the Union, and the Town will not discourage, or in any way interfere with the right of any employee to become and remain a member of the Union.

ARTICLE III – MANAGEMENT RIGHTS

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Town, acting through its Board of Selectmen, Board of Library Trustees, Town Administrator, Department Heads or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established by law to manage and control the Town Departments and its employees.

By way of example but not limitation, management retains the following rights;

- To add to or eliminate departments, increase or decrease the number of jobs;



- To determine the mission, budget, and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the numbers, types and qualifications of positions or employees assigned to the organizational unit, work project, or to any location, task, vehicle, building, station or facility within the Town;
- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote, assign and transfer employees and determine related policies;
- To determine job duties, including but not limited to combined operations for more than one Town Department;
- To temporarily reassign employees for not more than three (3) months to other shifts or duties;
- To determine the equipment to be used in the performance of duties;
- To establish qualifications for positions;
- To evaluate the work performance of employees;
- To abolish positions and/or lay off employees in the event of lack of work or funds as determined by management;
- To establish work schedules and shift schedules or modify work and shift schedules consistent with Article 6 and relevant statutes (with a two (2) week notice to the affected employee except where it is not practical to give such notice) and to establish the number and selection of employees to be assigned; If the notice is less than twenty four (24) hours, an employee will be excused from working the modified schedule in the event



of a family emergency that prevents the employee from doing so.

- To schedule all time off such as vacation time, lunch periods and break periods, pursuant to appropriate law, provided that the Town will not be unreasonable in making such decisions.
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To establish and enforce reasonable policies, procedures, rules and regulations for the governance of the Departments;
- To suspend, demote, discharge, or take other disciplinary action for just cause against an employee, to require the truthful cooperation of all employees to the extent allowed by law in the performance of this function, and to determine its internal security practices.
- Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

ARTICLE IV – PROBATIONARY PERIOD

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete six (6) months of continuous, active service (not including time off) in the position. Employees who have already met this requirement prior to the execution of this Agreement will not be required to complete the requirements again. During the probationary period, the employee is not entitled to any benefits or protections under this Agreement, except those required by statute (health insurance), holidays, jury duty and bereavement leave. Following the successful completion of the probationary period, the six (6) month period will be credited as service time in determining the employee's benefits under this Agreement. The Town will notify the chair of the Local if the employee successfully completes the probationary period.

ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible to insure efficiency and employee morale. A grievance shall be defined as a dispute concerning the interpretation or application of any specific provision of this Agreement.



Informal Step: Grievances shall be presented verbally by the employee and/or the Union to the Library Director within seven (7) working days of when the employee or the Union knew or should have known of the occurrence giving rise to the grievance. The parties will attempt to resolve the grievance.

Step 1:

If the grievance is not resolved at the Informal Step, a local Union representative and/or an AFTMA representative shall present it in writing to the Library Director within seven (7) working days of its presentation at the Informal Step. The grievance will include a statement of the facts and provision(s) of the Contract alleged to have been violated. The Library Director shall meet with the grievant and/or the Union representative within seven (7) working days from the time the grievance is presented to him and shall answer the grievance in writing within seven (7) working days after the meeting.

Step 2:

If the grievance is not resolved at Step 1, the Union shall within fifteen (15) working days after receiving the answer forward the grievance in writing to the Town Administrator requesting a meeting. The Town Administrator will meet with the Union and issue a decision within fifteen (15) working days of the date of the meeting.

Step 3:

If the grievance is not satisfactorily adjusted at Step 2, the Union may request in writing a meeting with the Board of Selectmen within seven (7) working days of the Town Administrator's answer or the date such answer was due, whichever occurs sooner. The meeting with the Board of Selectmen will take place in Executive Session and will be held within twenty (20) working days of the Board's receipt of the written request from the Union. The Board will issue a decision within fifteen (15) working days of the date of the meeting.

Step 4:

If the grievance is not satisfactorily adjusted at Step 3, the Union may request arbitration of the grievance by filing a written demand for arbitration with the American Arbitration Association within thirty (30) calendar days of the date of the Board of Selectmen's decision or the date such decision was due, whichever occurs sooner. The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, or by mutual agreement of both parties, the arbitration may be filed with the Department of Labor Relations and processed in accordance with the arbitration rules of same. The hearing shall be conducted in accordance with the applicable rules of either organization. The decision of the arbitrator shall be final upon the parties, except that the arbitrator shall make no decision that alters, amends, adds to or detracts from the contractual provisions contained herein. Each party shall bear its own arbitration



expenses, but the fee of any arbitrator shall be paid equally by the parties. Any of the time limits contained in this Agreement may be changed at any time by mutual consent of the parties. Otherwise, failure to follow the provisions of this procedure, including the time lines by either the Union or the employee, will constitute a waiver of the grievance.

The Town's failure to follow the time lines means that the Union can proceed directly to the ensuing step.

Each party shall bear its own arbitration expenses, but the fee of any arbitrator shall be paid equally by the parties. Any of the time limits contained in this Agreement may be changed at any time by mutual consent of the parties. Otherwise, failure to follow the provisions of this procedure, including the time lines by either the Union or the employee, will constitute a waiver of the grievance. The Town's failure to follow the time lines means that the Union can proceed directly to arbitration.

ARTICLE VI – HOURS OF WORK/ PRORATION OF BENEFITS

Full time employees will be required to work at least thirty-five (35) hours and generally, not more than 40 hours in a regular work week. Part-time employees normally will work a maximum of nineteen and a half (19.5) hours in a regular work week with the exception of Jeanine Vignali.

Benefits will be prorated based on a thirty-five (35) hour work week for those employees working 20 or more but less than thirty-five (35) hours per week, except that Jeannine Vignali's benefits will be prorated at a rate of 66% of full-time benefits. The hours of Ms. Vignali and employees who work less than thirty-five (35) hours per week may fluctuate depending on the needs of the Library.

Overtime compensation will be paid as required by the Fair Labor Standards Act. Overtime must be approved in advance by the Library Director. Compensatory time off may be used to compensate for overtime hours, at the discretion of the Library Director.

ARTICLE VII – VACATION

A regular full-time employee shall receive vacation with pay in accordance with the following:

<u>Years of Service</u>	<u>Vacation Days</u>
Less than 1 year	1 day for each 36.5 days
1 year – 5 years	Ten (10) Days
6 years – 10 years	Fifteen (15) Days



11 years – 20 years
20 + years

Twenty (20) Days
Twenty-five (25) Days

Length of continuous service in a Department will determine choice of vacation and two (2) weeks of vacation may be taken consecutively whenever possible but any third, fourth or fifth weeks may have to be taken separately. If an employee dies or separates from the Library for any reason the employee or the employees' estate will be paid for any accumulated unused vacation.

If in any year an employee is unable, in accordance with a request by the Town, to take any part of the earned vacation, the employee will be allowed such vacation during the following year (in addition to earned vacation for that year) at a time approved by the Library Director. Further, effective July 1, 2019, employees will be allowed to carry over up to ten (10) accumulated but unused vacation days from one year to the next. Carried over vacation days will not be used to extend vacations.

Employees regularly working twenty (20) hours or more but less than a full schedule shall receive a pro rata vacation allowance which shall be based on the full-time allowance listed above.

Probationary employees are not eligible to accrue or receive vacation leave during their probationary period. Upon successful completion of the probationary period, a probationary employee will be entitled to take up to five (5) vacation days during the remainder of his/her first year of employment with the Town.

ARTICLE VIII – HOLIDAYS

The following days shall be paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Patriot's Day	½ Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	½ Day New Year's Eve
Labor Day	½ Day Good Friday
Columbus Day	Juneteenth

If a holiday falls on a Sunday, it will be celebrated on the immediately following Monday; if a holiday falls on a Saturday, those not scheduled to work shall receive a floating holiday in an amount equal to the number of hours in the employee's normal working day. However, said



floating holiday must be used in the same pay period as the holiday.

Should any employee actually perform services for the Town at the direction of the Department Head during a time when that employee is entitled to a paid holiday leave, the employee will be granted compensatory holiday leave at the rate of one and a half (1.5) holiday leave hours for each hour actually worked, with a minimum grant of four (4) holiday leave hours.

Should a paid holiday leave day fall on a day when a full-time employee is not scheduled to work, due to a scheduled day off or a vacation leave, the employee will be granted compensatory holiday leave hours in an amount equal to the number of hours in the employee's normal working day. This compensatory paid holiday leave time will be taken on a date selected by the employee, subject to Library Director or Assistant Director approval, within thirty (30) days of the date upon which it is granted.

Part-time employees regularly working twenty (20) or more hours will qualify for paid holiday leave if, and only if, their regularly scheduled working day coincides with a holiday leave day. They will receive compensation in an amount equal to the actual number of hours the employee is regularly scheduled to work on that working day.

ARTICLE IX – SICK/FAMILY CARE LEAVE

Sick and Family Care time shall be available to the full-time employees and to part-time employees on a prorated basis.

Full-time employees shall be entitled to accrue fifteen (15) days per year, with a maximum accumulation of a hundred twenty (120) days accrued at $1 \frac{1}{4}$ days per month. Part-time employees shall accrue sick leave at a rate that is proportionate to that of a full-time employee based on the number of hours that the part-time employee is regularly scheduled to work each week. The maximum accumulation for a part-time employee shall be similarly prorated.

Subject to the Library Director's approval, sick/family care days may be used for personal illness, doctor appointments and to care for sick members of an employee's immediate family. However, family care days shall be limited to eight (8) such days per fiscal year. Employees looking to utilize sick leave shall notify his/her supervisor at least thirty (30) minutes prior to his/her scheduled starting time or as soon as thereafter as practicable. When an employee uses sick leave for five (5) or more consecutive work days or when the total number of sick leave days exceeds nine (9) for the fiscal year, the Library Director may require a physician's certificate documenting the medical necessity of the employee's absence and determining the employee's fitness to return to duty.

Employees who engage in sick leave abuse shall be subject to discipline up to and including dismissal for just cause. When the Director or his/her designee has reason to believe that an employee has engaged in sick leave abuse the employee may be required to provide medical documentation indicating the medical necessity of his/her absence. In the event the medical



documentation is not satisfactory, the employee may be required to cooperate in an examination with a Town designated physician with costs borne by the Town.

An employee who retires from his/her position or dies while employed by the Town is eligible for a one quarter (25%) payment of accumulated sick/family care time, but in no event shall that payment exceed twenty-five hundred dollars (\$2,500.00).

Upon request, an employee will be provided once a year with the amount of the employee's accumulated sick leave.

Any employee who has reached their applicable maximum number of sick days will be allowed to accumulate additional days at 50% of their usual applicable accrual rate. In the event that the employee utilizes sick days and the balance drops below their applicable maximum accrual cap, he/she will begin to accrue sick days at their usual accrual rate until they reach their applicable maximum accrual cap, at which point the accrual rate will revert back to 50% of their usual applicable accrual rate.

ARTICLE X – OCCUPATIONAL INJURY LEAVE/WORKERS COMPENSATION

An employee injured on the job must report the fact immediately to his/her supervisor. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury or occupational disease, that occurred while the employee was engaged in the performance of his/her duties. Any employee on occupational injury leave shall not work any other job during the period of incapacitation without the advance permission of the Employer, which shall not unreasonably be withheld. If the employee held a part-time job ("second job") prior to claiming workers' compensation benefits and the second job duties are not inconsistent with the claimed incapacity, the employee need only notify the employer that the employee is continuing to work the second job. Violation may result in the reduction and/or discontinuance of any worker's compensation benefit and may result in discipline up to and including dismissal. During periods of incapacity, employees shall be subject to periodic medical examinations as allowed by the worker's compensation law as a condition of continued pay, as directed by the Town Administrator. The purpose of these examinations is to secure periodic medical evaluations of the particular employee.

Employees receiving worker's compensation wage benefits will not accrue other forms of paid leave.

An employee who is unable to work as a result of an illness or condition and who is pursuing worker's compensation benefits may use sick leave while doing so. If the employee is provided with workers compensation and signs over to the town the compensation for the period ruling which he/she used sick leave, a proportionate amount of the sick leave that the employee used



shall be restored.

ARTICLE XI – LIMITED DUTY

Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty at the discretion of the Library Director.

ARTICLE XII – DISCIPLINE

No employee shall be disciplined, reprimanded, suspended or discharged without just cause.

ARTICLE XIII – BEREAVEMENT LEAVE

Bereavement leave with pay is granted by the Town of Seekonk to allow an employee to grieve the death of an immediate family member, a close relative or an individual living in the immediate household. All full-time employees, and part-time employees on a prorated basis, are eligible for paid bereavement leave.

Up to five (5) business days of bereavement leave with pay, to be taken within thirty (30) days from the date of death, may be granted for the death of a spouse, child, step-child, parent or step-parent, brother or sister, life partner/companion, or other member living in the immediate household regardless of the relationship. The parties recognize there may be circumstances which necessitate extending the thirty (30) day window period.

Up to three (3) business days of bereavement leave with pay, to be taken within thirty (30) days from the date of death, may be granted for the death of a grandparent, grandchild, parents-in-law, son/daughter-in-law, sister/brother-in-law . The parties recognize there may be circumstances which necessitate extending the thirty (30) day window period.

One (1) business day of bereavement leave with pay may be granted to attend the funeral of an aunt, uncle or other close relative.

ARTICLE XIV – JURY DUTY/COURT APPEARANCES

The Town of Seekonk provides paid leave for an employee to appear in court for jury duty, or when required as a result of a work-related summons or subpoena. To be eligible for paid leave, an employee must provide a copy of the notice to appear to the Library Director or their designee.



All employees are eligible for this benefit.

An employee who is called to serve on a jury, or summoned to appear in any court case pertaining to the Town of Seekonk as a witness for the Town, may be granted a paid leave of absence. Such leave shall be granted for the time required to appear and it shall in no way affect the employment rights of the employee.

The Town of Seekonk will compensate an employee called to appear in court at the full rate of pay (less any fees received for appearing) for a normal scheduled day.

Employees serving jury duty are expected to be at work during their normal scheduled shift time whenever the employee has been dismissed from court prior to 2:00 p.m.

ARTICLE XV – PERSONAL LEAVE

Regular full-time employees are eligible for four (4) personal days of paid leave per year. Part-time employees working twenty (20) or more hours per week shall be entitled to the pro-rated benefit of four (4) personal days.

Except for emergency situations, personal days should be scheduled in advance with the approval of the department head. Personal days cannot be accumulated or carried over from one calendar year to the next calendar year.

Employees who resign or are terminated will not be paid for unused personal days.

Full-time employees will be credited with personal leave days during their initial year of employment in accordance with the following schedule:

Date of Hire	Days Credited
January 1 – March 31	4 paid leave days
April 1 – June 30	3 paid leave days
July 1 – September 30	2 paid leave days
October 1 – December 31	1 paid leave day

ARTICLE XVI – MILITARY SERVICE

Time off will be permitted for military services as provided by state and federal statute. Full veteran's re-employment rights as established by federal and state statute will be available to employees returning from military leave.



During a two-week annual reserve duty, the Town will compensate the employee in an amount equal to the difference between the employee's normal work week wages and the compensation the employee receives from the United States Government for said duty.

ARTICLE XVII – TUITION REIMBURSEMENT

Depending on the availability of library funds and the human resource needs of the Library, the Town shall reimburse eligible employees for the cost of tuition or registration of authorized courses or training programs as described in this section, not to exceed five hundred dollars (\$500) in any calendar year. All regular full-time employees of the Library who have completed one year of continuous service may be eligible for this benefit.

Employees must submit a written request for reimbursement describing the expected benefits of the course or training, the anticipated cost and the dates the course or training will be held.

Only those courses and training programs that are job-related and that have a direct impact on improving employee performance shall be eligible. The Library Director shall determine what courses are job related and based upon funding and operational needs shall determine which course are eligible for reimbursement. Only those courses or training programs that do not interfere with the employee's work schedule or job responsibilities shall be eligible.

The Library Director and the individual employee shall mutually agree on the criteria that will define successful completions of the course or training prior to enrolling in the course or training program.

An employee shall submit written evidence of successful completion of the course, with a grade of "C" or better, or training as well as payment or related tuition or registration costs within thirty (30) working days of completing the course or training.

No reimbursement shall be provided if an employee's employment with the Town of Seekonk terminates before completing the pre-approved course or training.

ARTICLE XVIII – STABILITY OF AGREEMENT

This agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject or negotiations. Anything not specifically included in this Agreement is not a part of the Agreement unless incorporated by reference.

No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting



an employee or employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. Nothing herein shall affect either parties' rights or obligations under M.G.L. Chapter 150E.

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

No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

ARTICLE XIX – SAVINGS CLAUSE

If any section or provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of that section or provision and all other sections and provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX – UNION DUES

The Town agrees to deduct regular monthly Union dues and initiation fees from the eared wages of each employee covered by this Agreement. However, no such deduction shall be made, nor shall the Town be obligated to deduct, except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked "Appendix B". A copy of each authorization shall be submitted to the Town. The dues deducted from the Town shall be forwarded to the Union no later than thirty (30) days after such deduction was made.

The Union agrees to indemnify and save the Town harmless from and against any and all claims suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this article.

ARTICLE XXI – WAGES, SALARIES, AND LONGEVITY

All wages shall be paid in accordance with Attachment A unless otherwise determined herein.

Effective July 1, 2023: 3.0% increase to each step on the Salary Schedule



Effective July 1, 2024: 3.0% increase to each step on the Salary Schedule
Effective July 1, 2025: 3.0% increase to each step on the Salary Schedule

A longevity payment shall be made to all full-time employees. The payment is to be made each year on the first payday in December, according to the following guidelines:

After 5 years of continuous service	\$200.00
After 10 years of continuous service	\$400.00
After 15 years of continuous service	\$600.00
After 20 years of continuous service	\$800.00
After 25 years of continuous service	\$1,000.00

A longevity payment shall be made to all part-time employees regularly working 20 or more hours. The payment is to be made each year on the first payday in December, according to the following guidelines:

After 5 years of continuous service	\$100.00
After 10 years of continuous service	\$200.00
After 15 years of continuous service	\$300.00
After 20 years of continuous service	\$400.00
After 25 years of continuous service	\$500.00

All employees are required to receive their paychecks via direct deposit and receive pay stubs via e-mail.

ARTICLE XXII – INSURANCE

Active employees working twenty (20) or more hours per week are eligible to participate in the group health insurance program as provided by the Town, and will be offered coverage by Blue Cross or other coverage as determined by the Town.

Effective upon execution of the Collective Bargaining Agreement, Blue Cross Blue Care Elect and HMO Blue will be available to only the employees who are enrolled in the program on June 30, 2008. Those employees who exercise their option to change from Blue Cross Blue Care Elect and/or HMO Blue Coverage to other shall not be able to convert back to Blue Care Elect and/or HMO Blue coverage at a later date.

The contribution rate will be 75% from the Town and 25% from the covered employee.



The Town will offer the employees a dental plan, of which the Town will contribute 50% of the monthly premium for said plan.

There shall be an open enrollment period each year during the four-week period immediately preceding the annual renewal of each health insurance plan.

ARTICLE XXIII – DISCRIMINATION AND COERCION

There shall be no unlawful discrimination by the Employer against any employee covered by the terms of the Agreement because of race, color, age, ancestry, sexual orientation, gender identity, disability, religion, or national origin.

ARTICLE XXIV – SENIORITY

Seniority for full-time employees shall be defined as the length of continuous regular full-time employment in the Library commencing with the employee's date of full-time hire.

Seniority for employees who work part-time but more than twenty (20) hours per week, shall be defined as the length of continuous part-time service in the Library commencing with the employee's date of part-time hire.

ARTICLE XXV – LAYOFF AND RECALL

In the event it becomes necessary for bona fide economic reasons to reduce the workforce, the Employer shall notify the Union at least thirty days (30) days in advance of the need for reductions. The parties shall then meet to discuss ways to avoid any reductions in force. If reductions remain necessary, voluntary reductions shall occur prior to forced reductions. Forced reductions shall proceed as follows:

Layoffs of full-time employees shall be in reverse order of seniority within each job classification. The least senior full-time employee(s) in the classification shall be laid off first.

Layoffs of part-time employees shall be in reverse order of seniority within each job classification. The least senior part-time employee(s) in the classification shall be laid off first.

Employees shall be entitled to recall rights from the position from which they are laid off for a



period of one (1) year from the date of being laid off. Recall shall be conducted on the basis of seniority.

No new employee shall be hired in the same position from which an employee has active recall rights.

ARTICLE XXVI – VACANCIES AND JOB POSTINGS

When a position or shift covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous area within the Library listing the pay, hours, duties, and qualifications. Notices of vacancies shall remain open for six (6) working days. Employees interested shall apply in writing within the six (6) working day period. Preference shall be given to qualified internal applicants over outside applicants.

With respect to the filling of vacant positions or shifts, when qualifications are equal, seniority shall be a contributing factor. All qualified internal applicants shall be granted an interview.

ARTICLE XXVII – EMPLOYEE FILES

Any document generated by the employer, which the employer will rely upon in either a disciplinary proceeding or in a proceeding against an employee's professional status, shall be given to the employee at the time it is to be submitted to the employee's personnel file. The employee must sign and date the document acknowledging receipt. Such signature does not indicate the employee agrees with the contents of the document.

The employee shall have the right to submit a response to any statement contained in his/her file.

The employee's statement shall be included in the file.

ARTICLE XXVIII – UNION RIGHTS

The Union shall be allowed to conduct Union meetings upon Library premises without pay at times and places approved by the Library Director.

The Union shall have the right to place Union related materials in the existing boxes of Library employees.



The Union shall be permitted to erect a bulletin board in a place to be approved by the Library Director.

ARTICLE XXIX – MILEAGE REIMBURSEMENT

An employee who is required in the course of his/her duties to use a personal vehicle will be reimbursed at the current IRS rate per mile.

ARTICLE XXX – TERMINATION CLAUSE

This agreement shall remain in full force and effect from the date of its execution until the 30th day of June, 2023, unless one of the parties hereto on or before the sixtieth (60th) day next proceeding any anniversary date, shall notify the other party hereto in writing of its intent to terminate the same.

ARTICLE XXXI – EMERGENCY CLOSING

The Library may close during a storm or declared emergency if it is determined by the Library Director and Town Administrator that access to the building cannot be kept safely passable for both customers and employees.

All employees who are working their assigned shift at the time an emergency closing becomes effective and who are allowed to leave their workplace prior to the end of their assigned shift will be paid for the duration of their assigned shift (prior to leaving employees will be expected to shut down computers, ensure patrons are out the building, etc.)

Part-time employees will be paid for any scheduled hours and will not be expected to make up hours in order to be eligible for payment.

ARTICLE XXXII – SAFETY COMMITTEE

A Safety Committee comprised of two (2) individuals representing the Association and two (2) individuals representing the Town/Library will be established to discuss safety issues in the workplace. This safety committee shall make recommendations to the negotiations teams to bargain into agreement.



ARTICLE XXXIII – EMPLOYEE EVALUATIONS

After six (6) months of employment, an evaluation of the employee will be conducted by the supervisor with full knowledge of the employee. The evaluation of the employee shall be conducted within the same month as the anniversary date of the employee's appointment to his/her current position.

Following the six (6) month performance evaluation of the employee, all future evaluations will occur at the beginning of the fiscal year.

The performance evaluation of the employee is designed to provide employees with feedback related to the individual strengths and areas requiring professional growth during each twelve (12) months of employment. The performance evaluation is also designed to stimulate dialogue between the employee and his/her supervisor, and to evaluate the fiscal year goals that have been mutually agreed upon by the employee and the administration.

Within six (6) months of the employee's original evaluation his/her immediate supervisor shall provide the employee with a written assessment of the employee's progress in meeting the agreed upon goals.

ARTICLE XXXIV – PROFESSIONAL REIMBURSEMENT

Employees shall be reimbursed for all dues associated with membership in the Massachusetts Library Association. Full-time employees shall be reimbursed for all dues associated with membership in the American Library Association.

ARTICLE XXXV – DURATION OF AGREEMENT

The duration of this Agreement shall be from July 1, 2020 and shall continue in full force and effect until June 30, 2023. The Agreement automatically shall be renewed from year to year thereafter, unless either party serves upon the other written notice of desire to modify the Agreement. If such notice is served, negotiations for a successor agreement shall commence between the parties on an agreed upon date. In the event a new contract is not executed on or before July 1, 2023, all terms and provisions and conditions contained herein shall remain in full force and effect until a new contract has, in fact, been executed.



ARTICLE XXXVI – OTHER POST-EMPLOYMENT BENEFITS (OPEB) CONTRIBUTIONS

During FY 2022, each full-time employee shall contribute one-half percent (0.50%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the "Other Post-Employment Benefits (OPEB) Trust Fund." Beginning the first pay period in July 2022, each employee shall contribute three quarters of a percent (.75%) of the employee's regular base pay per pay period to the Town who will deposit such contribution into the OPEB Trust Fund. In no event will the employee contribution be greater than fifty percent (50%) of the base wage increase in that same given fiscal year. This provision will not become effective until all non-public safety Town unions agree to a similar OPEB deduction or agree to similar conditional language as this."



ATTACHMENT A – SALARY & WAGES

All wages shall be paid in accordance with Attachment A unless otherwise determined herein.

Effective July 1, 2023: 3.0% increase to each step on the Salary Schedule

	Step 1	Step 2	Step 3	Step 4
Librarian I wages for 7/1/23	\$29.17	\$29.90	\$31.40	\$32.47
(Formerly known as Staff Librarian – amounts are inclusive of 7/1/23 COLA)				

Effective July 1, 2024: 3.0% increase to each step on the Salary Schedule

Effective July 1, 2025: 3.0% increase to each step on the Salary Schedule

FY24 (3%) Effective July 1, 2023				
Non-Exempt Employees				
	Step 1	Step 2	Step 3	Step 4
AA (6AA)	23.41	24.44	25.56	26.63
CSA (6CSA)	18.35	19.15	20.02	20.41
SL (6SL)-(6LB1)	29.17	29.90	31.40	32.47
TSA II (6TS2)	25.51	26.71	27.90	29.11
TSA (6TSA)	21.01	21.65	22.96	23.67
IT (601X)	38.74	39.89	41.10	42.32
CSA II (6CS2)	22.79	23.92	25.77	27.05
LIB II (6LB2)	35.05	36.81	38.64	40.58

Exempt Employees				
	Step 1	Step 2	Step 3	Step 4
Prorated-35.0 hrs	78,188.64	81,314.04	84,567.50	87,950.50
SrL-munis 52.0	42.9608	44.6780	46.4657	48.3244



FY25 (3%) Effective July 1, 2024				
Non-Exempt Employees				
	Step 1	Step 2	Step 3	Step 4
AA (6AA)	24.11	25.17	26.33	27.43
CSA (6CSA)	18.90	19.73	20.62	21.03
LIB I (6LB1)	30.05	30.80	32.34	33.44
TSA II (6TS2)	26.27	27.51	28.74	29.99
TSA (6TSA)	21.64	22.30	23.65	24.38
IT (601X)	39.90	41.09	42.33	43.59
CSA II (6CS2)	23.47	24.64	26.54	27.86
LIB II (6LB2)	36.11	37.91	39.80	41.80

Exempt Employees				
	Step 1	Step 2	Step 3	Step 4
Prorated-35.0 hrs	80,534.30	83,753.46	87,104.52	90,589.01
SrL-munis 52.2	44.0801	45.8421	47.6763	49.5835

FY26 (3%) Effective July 1, 2025				
Non-Exempt Employees				
	Step 1	Step 2	Step 3	Step 4
AA (6AA)	24.83	25.93	27.12	28.25
CSA (6CSA)	19.46	20.32	21.24	21.66
LIB I (6LB1)	30.95	31.72	33.31	34.45
TSA II (6TS2)	27.06	28.33	29.60	30.89
TSA (6TSA)	22.29	22.97	24.36	25.12
IT (601X)	41.09	42.32	43.60	44.90
CSA II (6CS2)	24.17	25.38	27.33	28.70
LIB II (6LB2)	37.19	39.05	41.00	43.05

Exempt Employees				
	Step 1	Step 2	Step 3	Step 4
Prorated-35.0 hrs	82,950.33	86,266.07	89,717.66	93,306.68
SrL-munis 52.2	45.4025	47.2173	49.1065	51.0710

AA	Administrative Associate
CSA	Customer Services Associate
SL / LIB I	Staff Librarian-now <u>Librarian 1</u>
SrL	Senior Librarian
TSA II	Technical Services Associate II
TSA	Technical Services Associate
IT	IT Specialist
CSA II	Customer Services Associate II
LIB II	Librarian II



In WITNESS THEREOF, the Town of Seekonk, by its duly authorized Board of Selectmen and Local 4928, AFT-MA, AFT, AFL-CIO by its duly authorized Officers, have caused this Agreement to be executed this Day of {Month} {Day}, 2024 to be effective the first day of July 2023.

LOCAL #4928

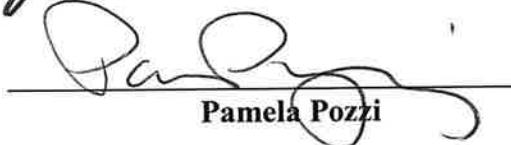




BOARD OF SELECTMEN


Chris Zorra

Michelle Hines

Justin Sullivan

Pamela Pozzi