

AGREEMENT BETWEEN

TOWN OF MARSHFIELD

AND

**VENTRESS LIBRARY PROFESSIONAL STAFF
ASSOCIATION**

July 1, 2010 through June 30, 2013

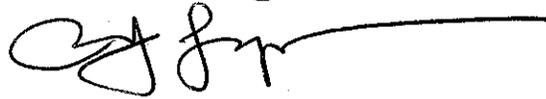
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AGREEMENT BETWEEN
THE TOWN OF MARSHFIELD
AND
VENTRESS LIBRARY PROFESSIONAL STAFF

July 1, 2010 through June 30, 2013

This Agreement entered into by the Town of Marshfield, hereinafter referred to as the "TOWN" and Ventress Library Professional Staff, hereinafter referred to as the "ASSOCIATION", has as its purpose the promotion of harmonious relations between the TOWN and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and standards of productivity and performance and other conditions of employment.

ARTICLE I – STABILITY OF AGREEMENT

1.0 If any of the provisions of this Agreement is found by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, such provision shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of the Agreement shall remain in full force and effect. The provision of Section 7, of Chapter 150E shall not be waived by the preceding paragraph.

1.1 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.2 The failure of the Town or the Association to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Association to future performance of any such terms or conditions, and the obligations of the Association or of the Town to such future performance shall continue in full force and effect.

ARTICLE II – RECOGNITION

2.0 The Town recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours of work, standards of productivity and performance and other conditions of employment for all professional library employees of the Town of Marshfield certified under M.C.R. 2907, and any additions, changes, or deletions mutually agreed to by the parties; and excluding all other employees of the Town.

A list of classifications of employees as shown in Appendix A constitutes the present bargaining unit of employees.

ARTICLE III – EMPLOYMENT SECURITY

3.0 There shall be no discrimination by representatives of the Town against any employee because of such employee's activity or membership in the Association. The Association agrees not to unlawfully intimidate or coerce any employee into membership into the Association nor discriminate in any way against non-Association members of the Town of Marshfield.

3.1 When a vacancy in a position covered by this Agreement occurs and the Board of Trustees determine to fill the same . . . such a vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. The Town shall not be required to fill a vacancy if the Board of Trustees do not provide funding for the position or if in their discretion no applicant is qualified.

3.2 It is the policy of the Town to fill positions in the unit by the upgrading or promotion of persons presently employed. The first consideration of employees for upgrading or promotion shall be made within the employee's department. Upgrading and promotions, if made, shall be based upon ability and qualifications, and seniority.

3.3 An employee newly hired into a classification in the bargaining unit after the effective date of this Agreement shall serve a probationary period of six (6) calendar months duration to determine fitness for service. During and employee's probationary period, he may be terminated without benefit or recourse to any provisions of this Agreement. After having successfully completed the probationary period, no employee shall be disciplined, suspended, discharged, or lowered in rank or compensation purposes except for just cause.

3.4 Employees shall have the right to have an Association representative or steward present in a grievance meeting on any disciplinary action including warning or reprimand. An employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee. Reprimands will be subject to the grievance procedure through the Selectmen's level but are not subject to the arbitration process.

3.5 The Association shall furnish the Town a written list of Association Stewards immediately after the designation of such representatives. The Association shall notify the Town of any changes.

3.6 Except as the need of the department requires, the Association Steward shall be granted reasonable amount of time off with pay during working hours to investigate and settle grievances. The Association Steward must request such time off from his/her Department Head, which time off shall not be unreasonably withheld.

3.7 The Town will not unlawfully aid, promote or finance any labor organization or unlawfully make any Agreement with any such group or individual contrary to the terms contained in this Agreement.

3.8 In the event that reduction in force is necessary, the determination of whether and when it becomes necessary to layoff any employees shall be determined solely by the Town. The number of persons to be laid off within those classifications and functions will be determined solely by the Town. Within the classifications that the Town determines shall have layoffs, the Town will layoff employees subject to seniority, classification and qualifications according to the policy and procedures described in the Article. The Library Director shall give the Union at least two weeks notice of the Library Director's intent to layoff or recall to work and shall meet to bargain over the impact of the layoff or recall. The Union may request a meeting at any time with the Library Director and Town Administrator if layoffs or reductions in force are being considered.

In the event of a layoff or reduction in force, consideration shall be given to bargaining unit members over casual employees not belonging to any other bargaining unit. This shall not be construed as limiting the right of the Town to manage staffing in a manner that is in the best interests of the Town and the Ventress Memorial Library.

The town agrees to provide to an employee who is to be laid off fourteen days written notice of the date his/her layoff is to be implemented. The town agrees to create an eighteen month recall list for permanent employees who are laid off. Any employee who is laid off will be placed on the list by classification in the order of his /her seniority.

The employee's name shall be on the list for eighteen months from the date he/she officially leaves the payroll. If an employee who has been laid off because of a reduction in force is rehired within eighteen months, the employee will retain his/her seniority based on his/her original date of hire, excluding the period of the layoff.

If, after the layoff, the Town fills any position at the library within the classification for which a recall list exists, the Town agrees that before it hires a new employee for a permanent position, it will offer to recall an employee on the list, subject to seniority, qualifications and special requirements for the position.

After eighteen months on the recall list, or after refusing a recall in the same classification, a laid off employee's name will be automatically removed from the list.

The determination of the necessity of layoffs, the selection of the classifications and the number of employees within those classifications to be laid off and the filling of vacancies are essential elements of Town management and as such are nongrievable and are not subject to arbitration. While the town recognizes its obligations to provide the Union with notice and an opportunity to bargain over the reassignment of employees, the determination of such a reassignment is an essential element of Town management and as such is a nongrievable and is not subject to arbitration. However, the procedural requirements for laying off and recalling employees are grievable and subject to arbitration.

ARTICLE IV – MANAGEMENT RIGHTS

4.0 Except as expressly limited by a specific provision of this Agreement, the Association recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Town Departments and agencies and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, disciplining for just cause, maintaining discipline, and right to make and enforce reasonable rules not in conflict with the Agreement for the safe, efficient, and orderly operation of the various departments and agencies of the Town.

ARTICLE V – GRIEVANCE AND ARBITRATION PROCEDURE

5.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not provided for in any law may be a grievance under this Agreement.

5.1 Any employee may use this grievance procedure with or without Association assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Association shall have the right to be present at any grievance meeting between parties.

5.2 Grievances shall be processed as follows:

Step 1. The employee, with or without the Steward, shall present the grievance in writing to the employee's Department Head, within five (5) working days of the date of the grievance or the employee's first knowledge of its occurrence. A grievance may only be filed by the aggrieved party or the Association. The Department Head shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

Step 2. If the grievance has not been settled in Step 1, it shall be presented to the Town Administrator in writing within three (3) working days after the Department Head's response is due. The Town Administrator shall respond to the employee or to the Steward in writing within seven (7) working days of his receipt of the grievance from the employee or the Steward.

Step 3. If the grievance still remains unadjusted at the Step 2 level, it shall be presented to the Board of Selectmen in writing within five (5) working days after the response of the Town Administrator is due. The Selectmen shall respond in writing within fifteen (15) working days after receipt by them of the grievance from the employee or Steward.

5.3 If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

5.4 A grievance not initiated or processed within the time limits specified above shall be deemed null and void. The above time limits may be waived by mutual Agreement of the parties.

5.5 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association

5.6 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to 1) add to, subtract from, or modify the terms of this Agreement; 2) recommend a right or relief or to order a retroactive remedy effective prior to the effective date of this Agreement; or 3) modify or abridge in any way the statutory rights and prerogatives of the Town. Neither shall the arbitrator take any action to prevent the Town and the Association from settling by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties.

5.7 Reprimands shall be subject to the grievance procedure through the Selectmen's level,

but are not subject to the arbitration process.

ARTICLE VI – HOURS OF WORK

6.0 This Article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting or determining the nature of any shift arrangements or the day or hour on which any particular employee shall begin or end work

6.1 The work week shall be thirty-seven and one-half (37 ½) hours. The work week shall normally consist of five (5), seven and one-half (7 ½) hour days.

6.2 The Town may, apart from the above, establish from time to time different work schedules and hours of work for individual employees after consultation with the Association and after having given due consideration to the convenience of the employee involved.

6.3 Employees shall be allowed a fifteen (15) minute rest break in each one-half (1/2) shift. Employees may be allowed to leave the work location during their rest break

6.4 Employees required to work on Sundays, shall receive one and one-half times their normal rate of pay for those Sunday hours. Employees shall be given a minimum of two weeks notification for required Sunday work hours. Employees will be able to exchange their work hours with another employee, if required to work on a Sunday. Employees who wish to have Sunday work hours as part of their normal work week, at the regular rate of pay, may petition the Library Director and the Library Director has the option of such approval, to work Sunday as a fifth day and be paid for 7.5 hours for that Sunday work day. Employees are expected to give as much notice as possible if he/she becomes ill and aid the Library Director in getting coverage for his/her Sunday Hours.

6.5 Effective July 1, 2010, employees that are required to work on Saturdays, or are required to work after 5:30 p.m. Monday through Friday, shall be paid an additional \$.50 per hour for those hours.

ARTICLE VII – OVERTIME

7.0 Overtime pay at the rate of one and one-half (1 ½) times the employees regular straight time hourly rate shall be paid for work performed in excess of thirty seven and one-half (37 ½) hours in the workweek.

7.1 Employees who are called back from their homes to perform unscheduled work, after having completed their assigned work and left their place of employment shall be guaranteed a minimum of two (2) hours work or two (2) hours pay. Payment shall be in accordance with the provisions of this Article, Section 7.0, provided call back hours are in excess of all hours worked in the work week. Employees shall not be required to change work schedule to offset overtime hours worked.

ARTICLE VIII – HOLIDAYS

8.0 Employees covered by the Agreement shall be granted the following twelve paid holidays each year of actively employed on the occurrence of each holiday:

New Year's Day	Columbus Day
Martin Luther King Day	Patriot's Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day

One half-day the day before Christmas. If Christmas falls on Tuesday through Sunday the holiday will begin at 1:00 p.m. and there will be no lunch period or afternoon break.

8.1 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.

8.2 Any employee required to work on any of the above listed holidays shall receive their hourly rate for all hours worked on the holiday, in addition to holiday pay.

8.3 An employee shall not be eligible for holiday pay unless the employee has worked the last regularly scheduled working day prior to the next regularly scheduled working day following such holiday unless the absence is excused by the Department Head or the employee is on full status.

8.4 Every employee in full-time or continuous part-time employment shall be entitled to these designated holidays on the following terms:

1. All full-time employees will receive a full day's pay for each holiday, not to exceed the pay for a 37 ½ hour work week. The only exception is outlined in 8.2 above.
2. All part-time employees will receive pay for five (5) hours of holiday pay on the week the holiday occurs. Holiday pay will be granted even if the holiday falls on the employee's normal day off. If the employee is scheduled to work greater than five (5) hours on a day the holiday falls, the employee will have the option of working the additional hours another time during the week to keep their paycheck consistent with their normal workweek

ARTICLE IX – LEAVE OF ABSENCE

9.0 Emergency leave, not to exceed three (3) days per calendar year, may be granted by the Department Head when circumstances warrant such leave and the circumstances are of a nature that the employee could not utilize her/his scheduled days off. In no event will such leave be considered an extension of vacation. When time requirements permit, request for emergency leave must be submitted to the Department Head in writing explaining the circumstances of the

request.

It is understood that employees will make every effort to attend to their personal business on non-working hours. Examples of legitimate reasons for emergency leave are:

1. Court obligations
2. Serious family illness
3. Adoption of children
4. Medical or dental appointments
5. Equivalent personal business affairs which cannot reasonably be scheduled

9.1 Employees may have up to three (3) consecutive working days off without loss of pay in the event of a death in the employee's immediate family which shall only include spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren. Additional time off without pay may be granted by the Department Head for justifiable reasons or necessary travel.

9.2 Leave to attend summer encampment for military duty shall be without loss of pay in accordance with General Laws, Chapter 33, Section 9. The Town will reimburse the employee the difference in adjusted gross wages earned while on summer encampment and the employee's regular weekly salary. Adjusted gross wages are gross wages less board, lodging and travel expenses.

9.3 The Town will reimburse the employee the difference in wages earned as a juror and the employee's regular weekly salary. During the employee's jury duty period, if the employee is excused, he is expected to work any period of his regular daily shift when not on jury duty.

9.4 Leave of absence without pay up to a period of three (3) months and up to four (4) months, with three (3) weeks notice when possible, for temporary disability may be granted by the appropriate Department Head and the Town Administrator. Leave of absence of over three (3) months duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee, unless an extension of leave beyond three (3) months has been authorized in advance by the Town Administrator.

9.5 Leave shall be reduced or not allowed if the period of days necessary for leave occurs while the employee is not scheduled for work, on vacation, on sick leave or other leave of absence.

ARTICLE X – VACATIONS

10.0 All employees shall be allowed vacation without loss of their regular weekly rate of pay in accordance with the following schedule:

- A. Employees hired between July 1 and December 31 and in the employ of the town the following July 1 shall be granted two calendar weeks vacation. Employees hired between January 1 and June 30 shall receive one (1) day of vacation for each full month of continuous service but not to exceed one (1) calendar week of paid vacation.

B. Every employee ; as defined above, shall be granted a vacation of two (2) calendar weeks in each year if he has actually worked for the Town for thirty (30) weeks of continuous service during the twelve (12) months preceding the first day of July.

C. An employee who completes five (5) years of service shall be granted an additional week's vacation allowance. An employee who completes ten (10) years of service shall be granted an additional week's allowance. On an employee's fifth and tenth anniversary he/she will be entitled to a third or fourth week (whichever is applicable) of vacation, but only if said anniversary is between July 1 and December 31; otherwise, not until the following July 1 will the employee be entitled to third or fourth week.

D. Employees may bank up to one (1) week of their vacation and use it the following year.

10.1 Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as accrued in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of his separation from the payroll.

10.2 Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two weeks' notice has been given previously) or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces. In addition, payment shall be made for that portion of vacation allowance earned in the vacation year during which such dismissal, resignation with notice, retirement, or entrance into the Armed Forces occurred up to the time of the employee's separation from the payroll; said allowance to be one day for each full month of continuous service completed subsequent to July 1st.

10.3 Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons as provided for elsewhere may, at the discretion of the Department Head and the Town Administrator, be charged to vacation leave.

10.4 If a holiday credit falls within the vacation period, it shall not be charged as part of the vacation allowance. An additional day off shall be allowed for such holiday.

10.5 Vacation shall be scheduled at the discretion of the head of the respective department of the Town at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference should be given employees on the basis of years of employment with the town as provided in Article III, Section 4.

10.6 July 1st of any year shall be the vacation anniversary date for computing vacation credit.

ARTICLE XI – SICK LEAVE

11.0 An employee in continuous employment who has completed thirty (30) weeks of service following original employment shall be allowed fifteen (15) days leave with pay each year or one and one-quarter (1 1/4) days for each month in any year when his employment is less than thirty (30) weeks, provided such leave is caused by sickness, injury or exposure to contagious disease. An employee may use up to five days of the foregoing fifteen days per year for sick leave in the event of illness of a child, a spouse, or a parent. Sick leave shall accumulate to a maximum of one hundred and fifty (150) days of sick leave eligibility. Effective July 1, 2010, all employees shall accrue twelve (12) days of paid sick leave per year.

11.1 An employee may loan a portion of his/her accumulated sick leave days to another employee who is on a prolonged illness (thirty days or more), who has exhausted his own accumulated and borrowed sick leave days, who is in financial need and who is not receiving other compensation from a governmental agent or private employment. An employee shall not be allowed to make the loan if his accumulated sick leave days are fifteen (15) days or less or if the number of days to be loaned will diminish his own accumulated sick leave below a total of fifteen (15) days. Any employee that has given notice of termination or retirement shall not be eligible to donate sick days. An employee shall not be allowed to loan any accrued sick leave days beyond his accumulated one hundred and fifty (150) days. Each employee will be allowed to donate one day each for the injury or illness. Any subsequent donations must be approved in writing by the Town Administrator. Once the employee has returned to work, any unused days shall be recredited to the employees that made the donation.

11.2 Sick leave is authorized by the Department Head subject to review by the Town Administrator. If an employee is absent three (3) days or more, chargeable to sick leave, a statement from the employee's physician may be required, such statement to give the nature of the illness and the expected duration. Such certificates may be required at the discretion of the Department Head. In order for sick leave to be allowed, an employee must notify the Town on the first day of the absence. Sick leave notification may be reported by the employee, his family or physician.

11.3 The Town may require a medical examination of any employee on sick leave. This examination shall be at the expense of the Town and by a physician appointed by the Town unless otherwise wavered by the Town.

11.4 Pursuant to General Laws, Chapter 152, Section 69, employees may utilize sick leave accumulated prior to injury to make up the difference between regular wages and the amount received from Workmen's Compensation until such sick leave is exhausted.

11.5 Employees in the Town's employ as of December 31, 1982, shall be compensated for unused sick leave when permanently separated from employment as a result of retirement under the terms of the Massachusetts Retirement Plan, or death (in which case payment shall be made to the employee's estate) subject to the following conditions:

- a. In no event shall total accumulation of unused sick leave exceed 150 days.

- b. 100% of the unused sick leave days accumulated prior to July 1, 1986, up to 150 days, and not thereafter used, shall be compensated at the rate of 100% of the employee's base rate of pay on the date of retirement or death.
- c. 50% of the unused sick leave days accumulated after June 30, 1986, and not thereafter used, shall be compensated at the rate of 100% of the employee's base rate of pay on the date of retirement or death.
- d. When sick leave is taken by an employee, days taken shall be charged to the employee's accumulation on a last in – first out basis. After June 30, 1986, days accumulated prior thereto and unused for sick leave may be re-accumulated up to that total accumulated as of June 30, 1986, on a 100% basis. Total days to be considered for sick leave buy back shall not exceed 150 days regardless of whether compensation is under Provision b, c, or a combination of both.
- e. An employee who does not use any sick time within a six month period (July-December and January-June) will receive one incentive day per period for a total not to exceed two per year. The incentive day shall be used in the next six month period. This time off will be subject to the needs of the Department and must have prior approval of the Library Director.

11.6 Notwithstanding any provisions of this Agreement, any employee hired by the Town after December 31, 1982, shall not be compensated for unused sick leave when permanently separated from employment for any reason.

11.7 In accordance with Chapter 149, Section 105D of the General Laws, a female employee who has been employed by the employer for at least three consecutive months as a full-time employee, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth, said period to be hereinafter called maternity leave, and who shall give at least two weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position, with the same status, pay, length of service credit and seniority, as of the date of her leave. Said maternity leave may be with or without pay at the discretion of the employer. Additional unpaid leave may be granted, upon approval of the Town Administrator, if, in the opinion of the Town Administrator, such leave would not affect the nature and level of departmental services.

11.8 A female employee who has been employed by the employer for at least three consecutive months as a full time employee may be absent for a period not exceeding eight (8) weeks for the purpose of adoption placement within the employee's home, said period to be hereinafter called adoption leave. Adoption leave shall be without pay and the employee shall be restored to her previous or similar position with the same status, pay, and seniority as of the date of her leave. Additional leave may be granted upon approval of the Town Administrator if, in the opinion of the Town Administrator, such leave would not affect the level and nature of departmental services.

ARTICLE XII – LONGEVITY PAY

12.0 All employees shall receive longevity compensation paid within one (1) month of the employees anniversary date, in accordance with the following schedule:

After five (5) years of continuous full time service	\$ 75.00
Each year thereafter an additional	20.00 (per year)
After twenty (20) years of service	500.00
Each year thereafter an additional	100.00 (per year)

All longevity pay shall be prorated for regularly scheduled part-time employees. Prorated benefits shall be determined by dividing the employee's regularly scheduled weekly hours, divided by the full time schedule of thirty-seven and one-half hours. Ex. Part time employee that is regularly scheduled fifteen hours – $(15 \div 37.5 = .40) \times$ five year benefit of \$75 = \$30.00.

ARTICLE XIII – EDUCATIONAL REIMBURSEMENT

13.0

Educational assistance to defray the cost of tuition up to One thousand and sixty-nine (\$1069) dollars per semester will be granted by the Town to employees covered by this Agreement with a minimum of one (1) year's service. This amount shall be pro-rated according to the amount of hours eligible employees are regularly scheduled. Examples: An employee that is regularly scheduled a full time schedule of thirty-seven and one half (37 ½) hours shall be eligible for the full reimbursement of one thousand and sixty-nine (\$1069) dollars; an employee regularly scheduled for three (3) seven and one half (7 ½) hour days (or 22 ½ hours) shall be eligible for 60% of the full reimbursement. An employee that is regularly scheduled twenty (20) hours shall receive 54% of the full reimbursement or \$570.

ARTICLE XIV – COMPENSATION PLAN

14.0 Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached hereto as Appendix A is a classification and salary ranges. It lists all positions covered by this Agreement by title along with the wages for each position. The salary scales shall be increased by Appendix A:

- Effective July 1, 2010 – no cost of living increase
- Effective July 1, 2011 – a two percent (2%) cost of living increase
- Effective July 1, 2012 – a two percent (2%) cost of living increase

14.1 Library employee classifications will be as follows (see Appendix A):

Associate Librarian (Grade 6) – Bachelor’s Degree; twelve credits or more of graduate course work in library and information science from an ALA accredited program. Completion of introductory reference and cataloguing courses preferred.

Librarian (Grade 7) - Master of Science degree in Library Science from an ALA accredited program.

Department Head Librarian (Grade 8) - Master of Science degree in Library Science from an ALA accredited program. Minimum of three years professional experience working in a library or related field.

Assistant Director (Grade 9) - Master of Science degree in Library Science from an ALA accredited program. Minimum of three years working as a department head within a library.

14.2 General job descriptions related to these classifications appear in Appendix A.

14.3 Step-rate increases, not to exceed the maximum rate, may be granted annually to all employees on the anniversary date of hire who otherwise meet all the criteria established and have evidenced a satisfactory performance record. Step increases shall be limited to one (1) step and be granted on the anniversary of hire or promotion whichever is the more recent. Progression through the rate ranges are neither mandatory nor automatic, but are on the basis of merit and ability as recommended by the appropriate Department Head and approved by the Town Administrator. Personal leave of absence in excess of one (1) month shall extend the date of a step-rate increase commensurately with the term of said leave.

14.4 When an employee is transferred to a classification in a higher rate compensation grade he/she shall not move for less than a full step increase.

14.5 In the event an employee is demoted to a lower grade, he/she will receive the maximum rate of the lower grade or his/her own rate at the time of demotion whichever is less.

14.6 When an employee is laterally transferred to a classification in the same or equal compensation grade, said employee shall enter at the same step-rate as that paid for the old classification and will be considered for a step-rate increase on the Anniversary Date of the original classification in that grade.

14.7 Any Town employee denied a step-rate increase under the foregoing provisions has the right of grievance under the grievance procedure of Article Y, Sections 5.0, 5.1, and 5.2.

14.8 Effective July 1, 1983, all employees in the Association will have annual evaluations on their performance. The employee shall be evaluated by his/her supervisor and shall have the right to respond to said evaluation.

14.9 Employees assigned to perform the duties of a classification in a higher rate *for* other than casual coverage (i.e., extended illness, vacation and so forth for a period in excess of ten

(10) working days, shall on the eleventh (11) day and thereafter be paid at the Step 1 rate of the job being covered or at the first Step rate of job being covered which will ensure the employee a rate higher than his/her regular rate.

ARTICLE XV – WORK STOPPAGES

15.0 Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Association and the employees agree not to engage, induce, or encourage any strike, work stoppage, slowdown or withholding of services by employees, including extra work hours as normally required, which are normally provided to the Town.

15.1 Should any of its members engage in any of the prohibited practices set forth above, the Association shall immediately, in writing order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

15.2 The Association shall not question the right of the Town to discipline or discharge employees for engaging in, participating in or encouraging such practices and shall agree that such discipline and discharge shall not be considered a violation of this Agreement.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

16.0 Bulletin Board - The Town shall provide space for a bulletin board of reasonable size in the Library to be used for Association notices concerning Association business and activities. All such notices shall be approved for posting by the Department Head and by the Town Administrator at Town Hall.

16.1 Travel Allowance - Employees required by their Department Heads to use their private vehicles on Town business on a regular basis shall be reimbursed in accordance with the rate established for other Town departments by the Board of Selectmen but shall not be less than the current rate allowed by the Internal Revenue Service, per mile, and reimbursement of up to \$20 per meeting or workshop will be give for public transportation and/or parking fees.

16.2 Safety Clause - The Town will make every reasonable effort to provide safe and healthful work areas. Employees covered by this Agreement are encouraged to bring to the attention of their immediate supervisor any hazardous or unhealthy condition.

16.3 Insurance - The Union hereby recognizes and agrees that the Town of Marshfield shall be under no obligation with the Union with respect to any changes which may be made from year-to-year by any insurance carrier or carriers in any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect o the eligibility for, or payment of benefits there under, or co-payments or any other fees or charges required to be paid by members of the bargaining unit as a condition or receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or

described, including without limiting the generality of the foregoing, any changes in payments or co-payments associated with office visits, physicals, emergency room care or prescription drugs.

ARTICLE XVII – ANTIDISCRIMINATION

17.0 The parties to this Agreement agree that they shall not knowingly discriminate against an employee because of race, creed, color, sex, age or national origin as provided by law in the execution and administration of this Agreement.

ARTICLE XVIII – DURATION OF AGREEMENT

18.0 Either the Town or the Association may reopen this Agreement by written notice, forwarded by registered mail to the other, not more than one hundred and eighty (180) days and not less than one hundred and fifty (150) days prior to June 30, 2013, or prior to June 30th of any subsequent year.

18.1 If settlement is not reached by June 30, 2013, or June 30th of any subsequent year, this Agreement shall continue in force and effect until midnight of the tenth (10th) day following written notice given by either the Town or the Association of its intention to terminate this Agreement.

18.2 Neither the Town nor the Association shall submit proposals concerning any change, or attempt to negotiate any change, in the sick leave buy back benefit described in this Agreement prior to the commencement of negotiations for the successor Agreement to that Agreement which shall be effective July 1, 1990; that is, so that no proposed changes in the sick leave buy back benefit may be effective until, at least, after June 30, 1988. The parties further agree that this understanding shall be an agreed upon ground rule in the negotiations for successor Agreement to that which shall be effective July 1, 1988.

VLPSA

Board of Selectmen

Andy S. Leland
Amy
Christie Cross
Nancy W. Kelly

Patricia Kelly
John E. Hall
Matthew W. Hall

10/18/10
Date

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APPENDIX B

Alcohol and Illegal Narcotic Prohibitions:

Employees may not report for duty, or stay on duty, while under the influence of any illegal narcotic or alcohol. Illegal narcotics shall be defined as cocaine, marijuana, hashish, heroin, or any derivative substance of those narcotics. Hallucinogens, such as P.C.P., L.S.D., or related substances shall also be included in this definition.

Employees may not report for duty, or stay on duty, if they have tested positive for an illegal narcotic or are found to be under the influence of alcohol.

Employees may be required to report the use of any drugs prescribed by a physician prior to testing.

Annual Testing – Employees will be notified of annual testing through the use of hair testing. Sample collection and testing will be conducted by certified laboratory professions. Refusal to submit a sample will constitute a positive test for the purpose of this policy. Any employee testing positive under the annual testing portion of the policy shall have the right to request a retest using urine analysis.

Probable Cause - If your employer believes that your behavior or appearance may indicate drug use. Observations by the employer must be made just before, during, or just after work hours. Appearance, speech, behavior, and body odor are factors in determining probable cause, as well as indications of the chronic and withdrawal affects of illegal narcotics. The supervisor must directly observe the behavior in question, and may not rely solely on third party reports of an employee being under the influence of illegal narcotics or alcohol. Observations for probable cause will be made by one or more trained supervisors.

The supervisor who determines that there is probable cause must have that observation verified by another supervisor. A written, signed report must be completed by the supervisor who determines probable cause, and the second opinion must be recorded.

First Positive – 30-day suspension without pay, unless the employee has accrued vacation leave, personal leave, or sick leave, in which case such suspension shall be with pay to the extent of total accrued time; such leave will be charged to the accrued time in the same order listed herein. The suspension with pay shall be contingent on the employee completing the required treatment program. Return to duty after successful completion of program as identified by SAP and MRO.

Second positive – discharge