

AGREEMENT

between

THE TOWN OF HINGHAM

and

THE HINGHAM LIBRARY STAFF ASSOCIATION

LOCAL 888, S. E. I. U., AFL-CIO

JULY 1, 2021 - JUNE 30, 2024

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This Agreement is made and entered into on this ____ day of December, 2021, by and between the Town of Hingham (herein after referred to as the "Town") and the Hingham Library Staff Association, Local 888, S.E.I.U., AFL-CIO (herein after referred to as the "Association").

PREAMBLE

In consummating this Agreement, it is the intention of the parties to promote harmonious relations, to establish peaceful procedures for resolving disputes, to define and resolve the legitimate interests of the employees who work at the Hingham Public Library in rights of compensation and conditions under which they perform their duties, all with a goal of providing the highest quality library services for persons who use the Hingham Public Library. The Association acknowledges that the Town has complete authority over, and responsibility for, the policies and administration of the Hingham Public Library. The Association agrees that it will cooperate with the Town and support the Town and the employees' efforts to assure efficient operations, to serve the needs of the public, and to meet the highest of professional standards in such services.

**ARTICLE 1
RECOGNITION**

1.1. Unit Description. The Town recognizes the Association, pursuant to voluntary recognition, as the exclusive bargaining representative of all full-time and regular part-time employees of the Town of Hingham at the Public Library for the purpose of establishing salaries, wages, hours of work, and other conditions of employment, including the Senior Librarians, the Staff Librarians, the Senior Library Technicians, the Associate Librarians, the Senior Librarians 2, the Library Technicians, the Clerk Typist, the Clerical Aides, the Pages, the College Aides and the Custodians, but excluding the Library Director, the Assistant Library Director, the Business Administrator, the Principal Clerk and any other supervisory, managerial, or confidential employees.

1.2. Definitions. As used in this Agreement, the terms "employee" or "employees" refer only to such persons as at the time in question fall within the bargaining unit as defined above. The terms "full-time employee" and "full-time employees" as used hereafter refer to an employee or employees who are employed by the Town on a regular basis in a permanent position to work the applicable work week for full-time employment set forth in this Agreement. The terms "part-time employee" and "part-time employees" as used hereafter refer to an employee or employees who are employed by the Town on a regular basis in a permanent position to work less than the applicable work week for full-time employment set forth in this Agreement. The term Library Director as used hereafter refers to the Library Director and/or his or her designee.

1.3. Fringe Benefits Eligibility. Part-time employees who do not regularly work at least fifteen (15) hours per week in a permanent position and temporary employees who are employed for a specific period of time not exceeding one (1) year shall not be entitled to any fringe benefits, unless otherwise provided for in this Agreement

1.4 Calculation of Service. Years of service for benefits for all employees entitled to such benefits shall include the ninety (90) days of probation upon completion of probation. Part-time work worked prior to the time of service in a benefit position shall be included in years of service on a pro-rata basis.

ARTICLE 2
DUES AND AGENCY FEE DEDUCTIONS

2.1. Dues Deductions. The Town agrees to deduct, from each weekly paycheck, the regular weekly dues in an amount certified to be current by the Treasurer of Local 888 from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in the form attached as Appendix A and to remit properly the amounts so deducted each month to the Treasurer of Local 888 together with a list of the employees from whom deductions have been made. Such authorization shall provide that it may be withdrawn by the employee by giving at least sixty (60) days' notice in writing of such withdrawal to the Town Accountant and by filing a copy thereof with the Treasurer of Local 888. The provisions of this Section 2.1 shall be subject to the requirements of Section 17A of Chapter 180 of the General Laws.

2.2. Agency Service Fee Deductions. The Town agrees to deduct, from each weekly paycheck, the regular weekly agency service fee from the wages of each employee who individually and voluntarily authorizes the Town to do so in writing in the form attached as Appendix B and to remit the amounts so deducted each month to the Treasurer of Local 888. Such authorization shall provide that the employee may withdraw it by giving at least sixty (60) days' notice in writing of such withdrawal to the Town Accountant and by filing a copy thereof with the Treasurer of Local 888. Such agency service fee shall be proportionately commensurate with the cost of collective bargaining and contract administration. The provisions of this Section 2.2 shall be subject to the requirements of Section 17G of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town shall be satisfied by such evidence as he may require that the Treasurer of Local 888 has given to the Association a bond, in a form approved by the Commission of Corporations and Taxation, for the faithful performance of their duties, in such sum and with such surety or sureties as are satisfactory to the Treasurer of the Town.

2.3. Condition of Employment. In accordance with and subject to the provisions of General Laws, Chapter 150E, Section 12, the Town agrees to require as a condition of employment, the payment commencing on the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is later, an agency service fee. Such fee shall be deducted from the salary of every employee in the bargaining unit who has executed an authorization for deduction of Agency Service fee as provided in Section 2.2 of this Article.

2.4. Indemnification. The Association shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with this Article.

ARTICLE 3
NO DISCRIMINATION

3.1. No Discrimination. Neither the Town nor the Association will discriminate against any employee because of race, color, sex, sexual orientation (as defined in G.L. c. 151B), age, national origin, ancestry, handicap, religious belief, veteran's status or union membership or status or lack thereof, in violation of applicable Federal and State laws and regulations.

3.2. Arbitration Not Applicable. The Association will not arbitrate any case pursuant to this section if the employee pursues a claim arising out of the same facts in any other forum. The Association will not bring to arbitration any claim under this Section until the statute of limitations for claims in other forums has run.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1. Purpose. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any employee from individually presenting any grievance, provided the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association may be present at grievance meetings and state its position on the grievance.

4.2. Definitions The following definitions shall apply for purposes of this Agreement:

(a) A "grievance" shall mean a complaint by an employee or employees that as to such employee or employees the Town has interpreted and applied this Agreement in violation of a specific provision hereof or a complaint by the Association in an instance in which the Association claims the Town has interpreted and applied this Agreement in violation of a specific provision hereof in relation to a right of the Association under this Agreement.

(b) An "aggrieved employee" shall mean the employee or employees making the complaint.

4.3. The processing of grievances shall be undertaken in accordance with the following procedure:

Step. 1. The aggrieved employee must first present the grievance in writing to the Library Director within fourteen (14) calendar days after the event or events giving rise to the grievance or within fourteen (14) calendar days after the aggrieved employee learned or should have learned of the event(s) giving rise to the grievance. Within seven (7) calendar days after receipt of the grievance, the Library Director/designee and the aggrieved employee shall meet to discuss the grievance. The Library Director will provide a written decision within seven (7) calendar days after the conclusion of such meeting.

Step. 2. If the grievance is not settled at Step 1, the grievance shall be presented to the Library Trustee Grievance Subcommittee within seven (7) calendar days of the decision at Step 1. The Library Trustee Grievance Subcommittee shall meet with the aggrieved employee within fourteen (14) calendar days after receipt of the written grievance at Step 2 to discuss the grievance. The Library Trustee Grievance Subcommittee will provide a written decision within seven (7) calendar days after the conclusion of such meeting.

Step. 3. If the Grievance is not settled at Step 2, the grievance shall be presented to the Town Administrator or designee within seven (7) calendar days of the decision at Step 2. A hearing on the grievance will be held by the Town Administrator or the Select Board in accordance with the provisions of Chapter 263 of the Acts of 2016 (An Act Relative to the Town Administrator in Hingham), within fourteen (14) calendar days after receipt of the written grievance. The Personnel Board and the Library Director shall be invited to the hearing. The Town Administrator or designee will provide a written decision within seven (7) calendar days after the conclusion of the hearing.

Step. 4. If the grievance is not settled at Step 3, the Association may submit the grievance to arbitration by giving written notice of intent to arbitrate to the Town Administrator and the Select Board with a copy to the Library Director within thirty (30) calendar days after the decision at Step 3. The Association will notify the Town, as soon as a decision is made not to pursue a grievance to arbitration.

4.4. Absence of Written Decision. If a decision at any step is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher step.

4.5. Time Limits Mandatory. No grievance shall be considered which is not presented within the time limit specified in Step 1. If a grievance is once settled or if it is not appealed to the next higher step within the specified time limits, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration under Article V. The time limits set forth in this Article and in Article V may be extended only by prior mutual agreement and confirmed in writing.

4.6. The Association may submit a grievance at Step 2 of the formal grievance procedure in any instance in which it claims that the Town has interpreted and applied this Agreement in violation of a specific provision hereof in relation to a right of the Association, but not of any employee, under this Agreement.

ARTICLE 5 ARBITRATION

5.1. Introduction. In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article.

5.2. Selection of Arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within ten (10) calendar days after receipt by the Town of written notice that the Association intends to arbitrate, the Association may, within seventeen (17) calendar days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The Town and the Association shall share equally in compensation and expenses of the arbitrator.

5.3. The Function of the Arbitrator. The function of the Arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or deduction from any of the provisions of this Agreement. The arbitrator will not set aside the decision of the Town on any matter which is intended by this Agreement or by the bargaining history to be within the right or discretion of the Town. As to all other matters involving the exercise of judgment, the arbitrator shall not have authority to overrule the Town's reasonable exercise of judgment. The arbitrator may or may not make their award retroactive as the equities of the case may require. Each grievance shall be separately processed in any arbitration proceeding hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion specifying the reasons for their decision. The arbitrator shall endeavor to render their decision, in writing, within thirty (30) calendar days after the close of the hearing or after the filing of post-hearing briefs if such briefs are filed. The decision of the arbitrator, if within the scope of their authority and power under this Agreement, shall be final and binding upon the Town, the Association and the employee who initiated the grievance.

**ARTICLE 6
DISCIPLINE AND DISCHARGE**

6.1. If an employee is to be given a written warning, suspended or discharged, the employee shall have a right to have an Association Steward present, upon the employee's request, provided that the Town shall not be required to postpone any such meeting if there is no Association Steward available within a reasonable time. No such disciplinary action shall be placed in an employee's personnel file unless the employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature on an actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed. Such signature does not necessarily indicate agreement with its contents. The employee shall have the right to answer any material filed and to have that answer attached to the original material and placed in the files. Employees shall not be given any such disciplinary action without just cause and will be furnished a statement of the reasons in writing.

**ARTICLE 7
SENIORITY**

7.1 Definition and Termination. An employee's seniority means the employee's length of continuous employment by the Town. No employee shall acquire any seniority until after the completion of the employee's probationary period of temporary employment. If the employee is retained beyond the employee's probationary period, the employee's seniority shall then date back to the beginning of the employee's continuous employment. An employee's length of continuous employment shall be broken and the employee shall lose his or her seniority if the employee:

- a) Quits their employment;
- b) Is discharged, terminated or retired;
- c) Is absent from work for three (3) or more consecutive working days without notifying the Town or without adequate reason if the employee does notify the Town;
- d) Fails, without adequate reason, to report for work upon recall at the time specified by the Town or to report for work at the expiration of a leave of absence granted by the Town for any reason; or
- e) Is laid off and not recalled to work within twenty-four (24) months after the layoff

7.2 Probationary Period. The probationary period of employment is established as ninety (90) days. If the employee has proven satisfactory, regular employment will begin on the ninety-first day.

**ARTICLE 8
OVERTIME**

8.1. Overtime Rates. Overtime at regular straight-time hourly rates shall be paid to the employees for all hours worked in excess of thirty-five (35) hours but not in excess of forty (40) hours in any one workweek. An employee shall be paid at time and one-half the employee's straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week.

8.2. Callback. If, after completing their full shift, an employee is called back to work, the employee will be guaranteed four (4) hours at time and one-half the employee's regular rate.

8.3. Reasonable Amount of Overtime. The parties recognize that the Library provides a service to those it serves and must be able to staff appropriately. Accordingly, employees may be required to work a reasonable amount of overtime. Before requiring anyone to work overtime, volunteers will be sought first from the department involved and, if no one is available, then from other departments with employees whom the Library Director determines are qualified to perform the work. In the absence of sufficient volunteers in the department involved, an employee or employees will be assigned to work the overtime.

8.4. Sunday Work. Effective July 1, 2011, all Library employees shall be paid at the rate of time and one-half their regular hourly rate for all time worked on a Sunday.

ARTICLE 9 SHIFT DIFFERENTIAL

9.1. Custodian Shift Differential. Any custodian employee who regularly works a shift, which includes at least five (5) hours beyond 5:00 p.m., will receive a shift differential equal to 5% of such employee's hourly salary when working such shift. Such shift differential shall be included in the computation of vacation pay, sick leave pay and holiday pay for those custodian employees who are regularly assigned to a shift for which such shift differential is paid.

ARTICLE 10 HOURS OF WORK

10.1. Hours. The regular work week for full-time employment for all Library employees except custodians shall be thirty-five (35) hours. The regular workweek for full-time employment for custodians shall be forty (40) hours.

10.2. Days Off. The normal workweek for full-time employment shall include not less than two (2) days off, subject to staffing needs as determined by the Library Director, within any seven (7) days used by the Town for payroll purposes. The Town will endeavor to see that these days off are consecutive and exceptions will be made only when such is necessary for reasons of staffing as determined by the Library Director.

10.3. Night Work. Subject to the Library's operating requirements as determined by the Library Director, the Library will endeavor to schedule employees other than the custodians so that no employee employed as of June 30, 2010 shall be required to work more than two (2) nights per week. Employees hired after June 30, 2010 may be hired to work more than two (2) nights a week.

10.4. Paid Meal and Rest Breaks. Employees shall receive thirty (30) minutes of paid meal and rest breaks during a shift of at least six (6) hours. Employees working a shift of four (4) and five (5) hours shall receive a paid break of fifteen (15) and twenty-five (25) minutes, respectively.

10.5. Sunday Work. The Town shall endeavor to staff the present Sunday schedule with regular employees. If unscheduled staff are needed to fill in, the Director or their designee shall endeavor to find sufficient volunteers. In the event no volunteers are available, the procedure for assignment referred to in Article 8.3 shall be used to make Sunday work assignments.

10.6. Time Sheets. Senior Librarians may choose to record their time worked using either the time clock or time sheets. All other weekly employees must use the time clock upon the start and completion of their scheduled work.

10.7. Town's Rights. Nothing in this Agreement shall be construed as a guarantee of work or as an abridgment of the Town's rights to schedule employees, to change any schedule when necessary because of a lack of personnel, to define the hours of work, to determine the times when

employees shall be required to work, and to establish such shifts and work schedules and starting and quitting times as it deems appropriate; provided, however, that employees who, as of May 19, 1988, regularly worked four (4) days per week will either continue to have a four (4) day work week, or may opt to change to a five (5) day work week, on a one-time only basis if sufficient hours are available. Before any other significant changes are made with respect to the foregoing, the Town will negotiate with the Association over the proposed changes. For the purposes of this section, negotiations shall not include mediation or fact-finding, unless the parties mutually agree. In making any decisions with respect to such changes, the Town will endeavor to consider the needs of individual employees.

ARTICLE 11
ASSOCIATION REPRESENTATIVES

11.1. List of Association Representatives. The Association shall furnish the Personnel Board and the Library Director with a written list of six (6) Association Representatives and shall promptly notify the Personnel Board and the Library Director in writing of any changes therein. Only such listed Representatives shall be recognized by the Town.

11.2. Association Activities During Working Hours. The parties recognize that the holding of jointly scheduled meetings including but not limited to negotiating and grievance meetings during the working hours of employees who participate in such meetings is disruptive of the operations of the Library and should be minimized. Therefore, every effort will be made to arrange working schedules so that such meetings are held outside of the regular working hours of the participants. When such meetings are held during the regular working hours of participants, there shall be no deduction from the regular straight-time pay of grievants and/or Association Representatives whose presence at such meetings is necessary, on account of time spent by them attending such meetings. When such meetings are held outside regular working hours of any participants, they shall not receive any compensation on account of time spent by them attending such meetings.

11.3. Local and State Meetings. Subject to the Library's operating requirements as determined by the Library Director, an officer of the Association will be granted reasonable time off without pay to attend meetings of the Association and its affiliated entities.

ARTICLE 12
HOLIDAYS

12.1. Paid Holidays. Full-time employees and probationary employees shall be paid for each of the following holidays:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Each such holiday shall be observed on the day established for its observance by Massachusetts law. Holiday pay for a full-time and a part-time employee working at least fifteen (15) hours per week shall be that employee's regular pay for the day on which the holiday occurs.

12.2. Holiday Work. Any employee who performs work on a holiday listed in Section 12.1 above shall receive, in the discretion of the Town, either compensation for such work at straight-time in addition to the holiday pay to which the employee is entitled under said Section 12.1, if any, or compensatory time off in lieu of such compensation.

12.3. Holiday on Regular Day Off. When a holiday listed in Section 12.1 above falls on a day on which the Library is closed or on a day which is not part of the employee's usual work schedule, the employee shall receive, at the discretion of the Town, holiday pay or compensatory time equal to one-fourth of the employee's regular work week if the employee works four or fewer days a week, and one-fifth of the employee's work week if the employee works five days a week.

ARTICLE 13 VACATION

13.1. Eligibility and Amounts. Annual vacations with pay will be granted in each calendar year after the periods of continuous full-time employment set forth below, provided that an employee shall not become eligible for increased vacation after July 1 of any calendar year. For purposes of determining continuous employment, Professional Librarians shall be credited with their years of employment as a Professional Librarian in libraries in which they worked prior to their employment with the Hingham Public Library.

<u>Time Employed</u>	<u>Length of Vacation</u>
Up to 6 months	1 day for each month prior to July 1 st
6 months to 5 years	2 weeks
5 years to 10 years	3 weeks
10 years to 20 years	4 weeks
20 years and over	5 weeks

13.2. Part-Time Employees. Part-time employees who regularly work at least fifteen (15) hours per week shall be entitled to an amount of vacation with pay in the ratio that their part-time employment bears to full-time employment.

13.3. Carryover of Vacation. At the discretion of the Personnel Board, vacations may be carried over from one year to another where circumstances beyond the control of any single employee preclude the enjoyment of the usual annual vacation period.

13.4. Holiday in Vacation Period. If a designated holiday occurs while an employee is on vacation, they shall be granted, in the discretion of the Town, either an additional day of vacation or an additional day's pay.

13.5. Scheduling of Vacations. The scheduling of vacation time off throughout the calendar year shall be subject to the Library's operating needs as determined by the Library Director. Employees' requests will be granted in the order they are received. When two or more requests are received at the same time and not all can be granted, seniority shall be considered in determining which should be granted.

ARTICLE 14
SICK LEAVE

14.1. Sick Leave Usage and Accrual. No sick leave pay shall be granted during the first three (3) months of employment. After three (3) months' employment and up to one year, an eligible employee absent because of the employee's own sickness shall be entitled to sick leave with pay for time absent not in excess of eight (8) work days. After one year of employment, the period in any year for which employees shall be paid while absent because of personal sickness shall be fifteen (15) work days, plus the amount of any accrued and unused sick leave time in previous years. Effective April 1, 1969, there shall be no limitation on the amount of accrued unused sick leave time which may be carried forward from one sick leave year to the next sick leave year, but no sick leave time which was lost prior to that date because of any such limitation previously in effect shall be regained. Employees shall be entitled to up to five (5) days of sick leave per year for family illness. Sick leave may be used, with proper advance notice, for medical or dental appointments which cannot be scheduled outside the regular workday.

14.2. Eligibility for Sick Leave. Full-time and part-time employees who regularly work at least fifteen (15) hours per week shall be entitled to sick leave with pay. For purposes of computing sick leave for an eligible part-time employee, a workday shall be that proportional part of the workday of a full-time employee which the hours regularly worked by the part-time employee per week bear to the applicable workweek for full-time employment.

14.3. Extension of Sick Leave. No extension of sick leave with pay beyond an employee's accumulation may be granted except upon recommendation of the Library Director and the approval of the Personnel Board, in its sole discretion.

14.4. Work-Related Injuries. Loss of time directly attributable to injury incurred while performing assigned duties shall not be charged to sick leave. However, any employee who receives Worker's Compensation benefits from the Town and who has accrued any unused sick leave to the employee's credit under this Article shall, if the employee so requests, be paid such of the employee's accrued and unused sick leave allowance as, when added to the amount of such Worker's Compensation benefits, will be equal to the amount of the employee's full salary or wages. Such make-up payments shall be charged to the employee's sick leave and shall be discontinued when the employee's sick leave allowance has been exhausted.

14.5. Eligibility to Use Paid Sick Leave. To be eligible to use paid sick leave, an employee must report the illness or injury to the Library Director, designee or immediate supervisor as soon as is reasonably possible and, if the employee expects to be absent for more than one (1) work day, the employee will speak with the Director or designee about the likely length of absence. The employee shall also notify the Library Director or designee not later than the evening before the day on which the employee intends to return from said absence.

14.6. Sick Leave Buyback. Sick leave buy-back payments will be made in the Town's fiscal year in which the employee retires, provided that the employee has notified the Library Director of their intention to retire prior to March 1 of such fiscal year. If the employee has not given such notice by March 1, the sick leave buy-back payment will be made within the first two (2) weeks of the Town's fiscal year next following the employee's retirement. Effective July 1, 2010, the town will pay accumulated unused sick leave at retirement according to the following schedule:

<u>Accumulated Sick Days</u>	<u>Payment</u>
1-149 _____	\$8.00 per day
150-199 _____	\$1,200, plus \$9.00 per day for each day over 149
200& over _____	\$1,900 plus \$10.00 per day for each day over 199

14.7 Sick Leave Bank. Effective January 1, 1998, a sick leave bank shall be established for use by bargaining unit employees of the Hingham Library covered by this agreement who are regularly scheduled to work fifteen (15) hours or more a week and who are members of the sick leave bank who have exhausted their own sick leave and any personal days received under the provisions of Article 15, Paragraph 15.7, and who personally have a prolonged illness or injury.

Participation in the bank shall be voluntary and an employee who desires to participate in the sick leave bank shall fund the bank initially in the first year with two (2) sick leave days and thereafter in each successive year with one (1) sick leave day. (A day is defined as one-fourth [1/4] of a week for four-day week employees and one-fifth [1/5] of a week for five-day week employees; a year is defined as a calendar year.)

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the Union and two (2) members shall be designated by the Personnel Board.

Upon the written request of an eligible ill or injured employee, on a standard form developed by the committee for this purpose, the committee shall consider the request and vote on the eligibility for the use of the bank and the amount of leave to be granted. If granted, the initial grant of sick leave by the sick leave bank committee shall be determined on a case-by-case basis, but initially not to exceed a period of forty-five (45) days. Upon completion of the 45-day period, the grant may be extended by a vote of the sick leave bank committee up to a maximum total of one hundred (100) days.

Any sick leave grant under this section shall be limited to those actual days used and any granted surplus will be returned to the bank. Example: if thirty (30) days are granted and the employee is able to return to work sooner than anticipated or if a doctor certifies the employee to be fit for work, then the days remaining would be returned to the bank.

The following criteria may be used by the sick leave bank committee in administering the bank and in determining eligibility and amount of leave: (1) Adequate medical evidence of serious illness or injury. (2) Prior utilization of all available sick leave and all available personal days. (3) Previous attendance records. Any member of the sick leave committee who personally requests use of sick leave bank days agrees that the committee may review their attendance and sick leave records and also to abstain from voting on their own request.

If the sick leave bank is exhausted, the sick leave bank committee may ask for a membership vote to authorize the contribution of one (1) or two (2) additional days of sick leave by each employee contributing to the bank. Such additional day (or days) will likewise be deducted from the employee's annual sick leave. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding, not subject to appeal nor to grievance or arbitration.

14.8. Merit Days. Effective July 1, 2010, for each consecutive six-month period with no sick leave usage, paid or unpaid, an employee shall receive a half day off as merit time. A day is defined as one-fourth of the employee's regular work week if they work four (4) or fewer days per week, and one-fifth of their work week if the employee works five (5) days per week. Earned merit time shall be awarded on January 1 and July 1. All merit time must be used within twelve months of the date awarded, and no employee may accrue a balance of more than one (1) full merit day. Merit time may be scheduled and taken in conjunction with vacation time under similar guidelines.

ARTICLE 15 LEAVES OF ABSENCE

15.1. Mandatory Leaves. Subject to the conditions hereinafter specified, full-time employees and part-time employees regularly scheduled to work fifteen (15) or more hours per week shall be entitled to the following leaves of absence without pay:

(a) Personal illness verified by a physician up to either one hundred and eighty (180) days or the length of the employee's continuous employment with the Town, whichever is less. The leave will begin when the employee has exhausted all paid sick leave.

(b) Injury or illness subject to Workmen's Compensation until approved by an attending physician for return to work.

(c) Maternity Leave - from a time beginning with a date established by the employee's attending physician and ending not more than sixty (60) days following termination of pregnancy.

(d) Critical Illness or Death in the immediate Family up to thirty (30) days.

(e) Part-time employees regularly scheduled to work less than fifteen (15) hours per week will be entitled to the leaves of absence described above after they have completed at least one (1) year of continuous employment with the Town.

(f) Family and Medical Leave Act of 1993. The Family and Medical Leave Act of 1993 (FMLA) shall supersede the provisions of this Agreement to the extent that the Act provides a better benefit. Subject to certain restrictions and limitations, the FMLA generally provides that eligible employees may take up to a total of twelve (12) weeks of unpaid, job protected leave during any twelve (12) month period to care for the employee's child after birth, or placement for adoption or foster care to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job. Employees should contact their Department Head or the Benefits Coordinator at Town Hall for an explanation of the benefits and any limitations or restrictions on benefits under the FMLA. An application for leave based on the serious health condition of the employee or a family member may be required to be accompanied by Medical Certification from the applicant's physician. For the purposes of this section the Town will treat part-time employees regularly scheduled to work fifteen (15) or more hours per week, who have been employed by the Town for at least twelve (12) months, and who would otherwise be eligible, as eligible for FMLA benefits under this section to the same extent as other benefit employees.

(g) Payment of health insurance premiums during leave of absence during mandatory leaves under this Section 15, the Town shall continue to pay its portion of the employee's health insurance premiums.

15.2. Optional Leaves. All leaves of absence for employees and/or reasons not covered in Section 15.3 shall be subject to approval of the Personnel Board and may be denied or granted under such conditions as the Personnel Board may determine, in its sole discretion. Employees granted a leave of absence under the provisions of Section 15.2 may continue to participate in the Group Insurance Plan by paying the full premium to the Town.

15.3. Reemployment Rights. Any employee granted a leave of absence under the provisions of Section 15.1 shall, upon completion of the leave, be returned to their former position. Former position" shall mean the same job classification, same shift or shifts, and the same number of hours of work as last worked prior to beginning the leave.

15.4. Continuation of Service and Benefits. Employees granted a leave of absence under the provisions of Section 15.1 only shall be treated for purposes of length of service and accrual of vacation benefits only as though they were in active employment for the period of the leave of absence except that those employees who are on a maternity leave of more than one hundred and eighty (180) days' duration shall be considered as though they were on a leave of absence for Personal Illness.

15.5. Application for Leave. Employees must make written application for a leave of

absence to the Library Director and shall furnish such evidence of the necessity for the leave as may be required. Employees shall also notify the Library Director at least two (2) weeks in advance of their desire to return to work following a leave of absence.

15.6. Educational Leave.

(a) An employee may receive educational leave without pay for Library related courses approved by the Library Director, provided there is sufficient staff to cover replacement.

(b) Employees may be granted a leave of absence with pay to attend library education meetings and/or seminars with the approval of the Library Director.

15.7 Personal Days. Effective July 1, 2010, Personal Days will be recalculated in hours to Personal Time (the number of hours earned based on the number of hours in the employee's work week).

Each Personal Day is equivalent to one-fourth (1/4) of the employee's regular work week if the employee's work week is four (4) or fewer days and one-fifth (1/5) of the employee's regular work week if the employee's work week is five (5) days.

Each Personal Day for part-time employees accumulated prior to July 1, 2010 will be equivalent to eight (8) hours of Personal Time.

Personal Time consisting of the hourly equivalent of three (3) Personal Days will be granted on January 1, 2012, and each year thereafter, to an employee who regularly works fifteen (15) hours or more per week. All employees who regularly work fifteen (15) or more per week as of July 1, 2010, will receive Personal Time in the hourly equivalent of three (3) Personal Days as of July 1, 2010 and the hourly equivalent of an additional one and one-half (1-½) Personal Days on July 1, 2011, as a result of the conversion from the fiscal year method of accrual to the calendar year method.

A new employee hired before July 1, who regularly works fifteen (15) hours or more per week will be granted Personal Time in the hourly equivalent of one (1) Personal Day after completing the employment probationary period. An employee hired on or after July 1, will receive Personal Time in the hourly equivalent of three (3) Personal Days on or after January 1, of the next year. If this employee has not completed the employment probationary period by January 1, the employee's Personal Time will be granted upon the conclusion of the employment probationary period.

Personal Time may be accumulated from year to year. However, employees cannot use more than the hourly equivalent of six (6) Personal Days per calendar year.

In addition to the hourly equivalent of three (3) Personal Days granted annually on January 1, an employee may transfer the equivalent of one (1) day from sick leave to equivalent hours in Personal Time.

When possible, employees will endeavor to provide the Library Director with forty-eight (48) hours advance notice of their decision to use Personal Time.

Upon termination from service with the Library all accumulated Personal Days of time will be forfeited and will no longer be available to the employee.

**ARTICLE 16
JURY DUTY**

16.1. An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding allowance for travel. An employee released by the Court, prior to 1:00PM on a scheduled work day, shall report to work on time for any shift starting the same day on or after 5:00PM.

**ARTICLE 17
BEREAVEMENT**

17.1. Bereavement leave without loss of pay, not to exceed five (5) days and to be taken during a period not to exceed seven (7) consecutive calendar days, shall be granted by the Library Director to any full-time or part-time employee who regularly works at least fifteen (15) hours per week, upon the death of a member of the employee's immediate family or person living in the same household as the employee. "Immediate family" shall include the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, stepchild, spouse's sibling or sibling's spouse. Additional leave may be granted from other accumulated benefits, at the discretion of the Library Director, in the case of extenuating circumstances. An employee must notify the Library Director or designee as soon as possible before the start of the employee's scheduled shift of their intent to take Bereavement Leave.

17.2. Bereavement leave without loss of pay, not to exceed three (3) days and to be taken during a period not to exceed five (5) consecutive calendar days, shall be granted by the Library Director to any full-time or part-time employee who regularly works at least fifteen (15) hours per week, upon the death of a close relative. Close relatives shall be defined to include, but not be limited to: the employee's former spouse, sister-in-law, brother-in-law, stepmother, stepfather, aunt, uncle, niece and nephew. Additional leave may be granted from other accumulated benefits, at the discretion of the Library Director, in the case of extenuating circumstances. An employee must notify the Library Director or designee as soon as possible before the start of the employee's scheduled shift of their intent to take Bereavement Leave.

**ARTICLE 18
MILITARY LEAVE**

18.1. (a) Military Training: In accordance with the provisions of MGL Chapter 33. Section 59, any employee shall be entitled, during the time of their service in the armed forces of the Commonwealth, under section thirty-eight, forty, forty-one, forty-two or sixty, or during their annual tour of duty of not exceeding thirty-four (34) days in any state fiscal year and not exceeding seventeen (17) days in any federal fiscal year as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of their ordinary remuneration as an employee of the Town, and shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

(b) Military Duty: Any employee who is a member of the air national guard or the army national guard or a reserve component of the armed forces of the United States and who is

called to active service in the armed forces of the United States on or after July 1, 2001:

(1) shall be entitled to receive pay at their regular base salary as a Town employee, and shall not lose any seniority or any accrued vacation, sick leave, personal leave, compensatory time or earned overtime. Such employee shall be paid their regular base salary as a Town employee reduced by any amount received from the United States as pay or allowance for military service performed during the same pay period. Regular base salary shall exclude overtime pay, shift differential pay, hazardous duty pay or any other compensation.

(2) shall accumulate creditable service as defined in Section I of Chapter 32 of the General Laws for the time spent on active service, to the extent permitted bylaw; and

(3) shall continue eligibility for hospital, surgical, medical, dental, and other health insurance benefits which they would have received if not called to active service, with no change in employee contribution.

For the purposes of this subsection, the term "active service" shall not include active duty for training in the Army National Guard or air national guard or as a reservist in the armed forces of the United States.

ARTICLE 19 JOB POSTING AND BIDDING

19.1. Notice of a permanent vacant position which the Library Director decides to fill will be posted on the bulletin board for a period of not less than seven (7) calendar days. The written notice shall specify the duties, pay and qualifications of the position. A "promotional vacancy" for any particular employee shall mean a job opening to be filled in a salary grade higher than that of the employee. Any qualified applicant, whether or not employed by the Town, may apply for a promotional vacancy. In deciding which, if any, applicant should be selected, consideration shall be given to experience, qualifications, training, seniority and other relevant factors, as determined by the Library Director. The Library Director may make acting or temporary appointments until vacancies are filled by permanent appointees.

ARTICLE 20 BULLETIN BOARDS

20.1. The Town shall provide space on bulletin boards in conspicuous places to be used by the Association solely for the posting of official Association notices, rules and regulations signed by the President of the Association. Such bulletin board space shall not be used for denunciatory or inflammatory material or political propaganda.

ARTICLE 21 GROUP INSURANCE

21.1. The Town will continue for the duration of this Agreement to include Library employees in the group insurance plan, which is available to other Town employees as it may be changed from time to time. The Town will not itself operate the plan but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to

such conditions and limitations as are provided by law and in applicable insurance policies and contracts. The premiums for such plan shall continue to be shared equally between the Town and the employee. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedures herein.

**ARTICLE 22
LONGEVITY PAY**

22.1. Effective July 1, 2017, full-time employees shall be entitled to longevity pay in accordance with the following schedule:

<u>Continuous Full-Time Employment</u>	<u>Annual Amount of Longevity Pay</u>
At least 10 years but less than 15 years	\$600
At least 15 years but less than 20 years	\$700
At least 20 years but less than 25 years	\$800
25 years or more	\$1,000

Longevity pay shall be paid as follows: One-half of the applicable annual amount shall be payable as of December 31 to each eligible employee and one-half of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, longevity pay for an employee who is retiring with a pension from the employ of the Town shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the employee retires.

Part-time employees who are employed as of January 1, 2022 shall be eligible to receive prorated longevity pay. The amount of their longevity pay shall be determined by dividing the number of hours they are regularly scheduled to work per week by thirty-five (35) and multiplying the result by the annual amount of longevity pay to which a full-time employee with the same length of continuous employment would be entitled.

**ARTICLE 23
SALARIES AND COMPENSATION**

23.1. Salary Rates. The salary rates of employees covered by this Agreement shall be determined in accordance with the schedule attached hereto as Appendix D.

- a. Effective July 1, 2021, and again on July 1, 2022, wage adjustments to grades L-2 and L-4 will be made to reflect the increase in Massachusetts minimum wage requirements as set forth on Appendix D hereto.
- b. Effective July 1, 2021, equity adjustments shall be made to the positions and in the amounts set forth in the Library Hourly Schedules on Appendix D hereto.
- c. For all employees and for all grades and steps, after the equity adjustments referred to in paragraphs 23.1(a) and 23.1(b) above are applied, the following wage adjustments will be made to reflect a general wage increase:

Effective July 1, 2021 – Increase all pay rates by 3.0%.

Effective July 1, 2022 – Increase all pay rates by 3.0%.

Effective July 1, 2023 – Increase all pay rates by 3.0%.

Such general wage increases are set forth on Appendix D attached hereto.

23.2. Salary Increases. Progressions through the rate ranges are not mandatory and shall be on the basis of merit and ability on recommendation of the Library Director. An employee in continuous service in a position who has a satisfactory performance record shall be eligible for an advance of one step rate per year until the maximum salary is reached, subject to approval of the Library Director.

23.3. Promotions. When an employee is promoted to a higher-rated job, the employee shall enter it at the minimum of the job rate range or at the next pay rate above the employee's present salary, whichever is higher. They may, for good cause shown, also receive a one (1) step increase at the time upon the recommendation of the Library Director and the approval of the Personnel Board. If an employee should be transferred to a lower-rated job, the employee shall enter it at the step rate based on the length of service on the previous job. The date on which an employee is promoted or permanently transferred to another job shall be the start date for calculating eligibility for subsequent pay rate increases in such job in accordance with Section 23.2 above.

23.4. Hiring Rate. The hiring rate shall be the minimum of the rate range for the job classification unless otherwise authorized by the Personnel Board. If such authorization is given, it shall be supported by a written statement of the reasons.

23.5. Reclassification. If the Association, Library or an individual employee believes that there has been a significant change in a position that warrants reclassification, a request for a job description review and reclassification may be initiated as provided herein. Upon receipt of the request, the Personnel Board will conduct a review and determine whether the position should be reclassified. The determination of the Board will not be a matter for arbitration. The reclassification process shall be as follows:

1. Association, employee or Library Director submits, in triplicate, a request for reclassification and supporting materials to the Personnel Board.
2. Personnel Board sends copies of reclassification and request and supporting materials to the other parties.
3. Personnel Board evaluates request: talks to employee, supervisor and Library Director.
4. Personnel Board makes a decision.
5. Personnel Board notifies the Association, the employee, the Library Director, and if appropriate the Town Accountant of decision.
6. Upon request of one or more of the parties, the basis for the decision will be explained by the Personnel Board or its representative. At this point all parties involved will have an opportunity for discussion.

23.6. Lump Sum Payments. This provision is applicable only to employees in salary grades L-6 and above, and not to Pages (L-X 10) and College Aides (L-1).

(a) Employees, who are employed as of February 7, 2012, will be eligible to receive a one-time lump sum payment during Fiscal Year 2012. The total amount of all lump sum payments paid to all eligible employees during Fiscal Year 2012 under this paragraph shall be \$10,000. The one-time lump

sum payment paid to each eligible employee has been calculated based upon the number of Sundays worked by each eligible employee during Fiscal Year 2010, the number of hours worked on a Sunday shift by each eligible employee during Fiscal Year 2010 and the eligible employee's straight-time rate of pay as of January 1, 2012, prior to the signing of the parties' Memorandum of Agreement.

Eligible employees hired after the last Sunday worked in Fiscal Year 2010, and who worked on Sundays during Fiscal Year 2011, shall also receive a one-time lump sum payment based upon the number of Sundays worked during Fiscal Year 2011, the number of hours worked on a Sunday shift during Fiscal Year 2011, and the eligible employee's straight-time rate of pay as of January 1, 2012, prior to the signing of parties' February 7, 2012 Memorandum of Agreement.

Any remaining sum of money shall be equally divided and distributed among employees who are employed as of February 7, 2012, but who did not work Sundays during Fiscal Year 2010 or Fiscal Year 2011. The one-time lump sum payment to be paid to each eligible employee under this paragraph is shown in Attachment 1 hereto. This one-time lump sum payment shall be paid to eligible employees as soon after February 7, 2012, as is feasible.

(b) In the first fiscal year after Fiscal Year 2012 in which the Library has Sunday Hours (the "subsequent fiscal year"), a second one-time lump sum payment shall be paid to eligible employees shown in Attachment 1 who are still employed as of the date Sunday Hours commence in the subsequent fiscal year. The total amount of all lump sum payments to be paid in the subsequent fiscal year shall be \$10,000. Eligible employees shall be due the same amounts which are shown next to their names in Attachment 1. If any employee(s) shown in Attachment 1 is no longer employed as of the date Sunday Hours commence in the subsequent fiscal year, the amount(s) shown next to their name(s) shall be distributed to all eligible employees and added to the amounts shown next to their names in Attachment 1. The Union will submit to the Library Director a schedule similar to Attachment 1 showing the total amount due each eligible employee. The second one-time lump sum payment shall be paid to eligible employees as soon after this schedule has been submitted to the Library Director, as is feasible.

23.7. Page Supervisor Stipend. Effective July 1, 2017, the Page Supervisor shall be paid a stipend of \$1,000 per year for the performance of the required duties of this position, provided the employee has completed a full year in this assignment. The stipend shall be paid annually on the anniversary date of starting the Page Supervisor duties.

23.8. Reference Stipend. Effective July 1, 2014, a stipend of \$1.00 per hour will be paid to designated staff in L-6, L-8, and L-10, for each hour worked in the Reference Department.

23.9 Volunteer Coordinator Stipend. Effective July 1, 2017, the Volunteer Coordinator shall be paid a stipend of \$500 per year for the performance of the required duties of the position, provided the employee has completed a full year in this assignment. The stipend shall be paid annually on the anniversary date of starting the Volunteer Coordinator duties.

23.10 Training Room Stipend. Effective upon ratification of the contract, a stipend of \$1.00 per hour will be paid to designated L-6, L-8, and L-10 staff, for each scheduled hour worked in the Technology Training Room.

23.11 Programming Stipend. Effective upon ratification of the contract, a stipend of \$1.00 per hour will be paid to designated L-6 and L-8 staff, for each scheduled hour worked creating or presenting public programming.

ARTICLE 24
EDUCATIONAL INCENTIVES

24.1. Professional Development. Effective January 1, 2012, the Town will make a professional development payment in the amount of \$650 to a Library employee in Grade L-12, L-14, L-15, L-16, and L-C-2 who successfully completes ten (10) hours of professional development coursework/training that has been approved by the Library Director in advance. The Library Director in consultation with eligible employees will develop the Professional Development Program, pursuant to which payments shall be made, including eligibility requirements. Not more than one such payment per calendar year shall be made to an employee.

24.2. Educational Fee Reimbursement. \$2000 per year shall be appropriated for job- related education taken by members of the bargaining unit. The cost of any courses employees must take to acquire essential job skills because of the introduction of new technologies will not be deducted from the \$2000 but will be paid by the employer from other funds.

24.3 Tuition Reimbursement for Professional Courses. Effective July 1, 2017, \$6000 shall be appropriated per fiscal year. Three thousand dollars shall be available for distribution for each semester for benefit employees to attend professional courses as approved by the Director. This money shall be divided equally by all members of the bargaining unit successfully completing professional courses that semester. In the event that all the money is not used in any term, the remaining amount shall be rolled over to the following term in that fiscal year. In no case may an employee be reimbursed, in a term, more than \$3000.

ARTICLE 25
CONTINUITY OF OPERATIONS

25.1. Prohibited Activities. The Association agrees that no Association officer, Association representative or employee shall engage in, induce or encourage any strike (whether sympathetic, general or of any kind), walkout, work stoppage, sit-down, slowdown, or any other direct or indirect interference with the operations of the Library. The Town agrees not to conduct a lockout.

25.2. Disciplinary Action. The Association and its members, individually and collectively, agree that if there is a violation of Section 25.1, any or all employees violating this clause will at the discretion of the Town be subject to disciplinary action, including discharge or suspension. Furthermore, the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

25.3. Court Relief. In the event of a violation of this Article, the Town or the Association, as the case may be, may at its option institute any or all proceedings in court at law or in equity.

ARTICLE 26
RIGHTS OF TOWN

26.1. The Town is a public entity established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that the Town has the exclusive responsibility for the operation of the Hingham Public Library.

26.2. As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Town retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE 27
EFFECT OF AGREEMENT

27.1. This instrument constitutes the entire Agreement of the Town and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

27.2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

27.3. No provision of this Agreement shall be retroactive prior to the effective date unless specified.

27.4. Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decisions or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 28
PRECEDENCE OF LAWS AND REGULATIONS

28.1. Achieving the objectives of the Hingham Public Library is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the Town and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail. Should any provision of this Agreement be deemed to conflict with any other laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws or regulations.

ARTICLE 29
UNIFORM ALLOWANCE

29.1. Effective July 1, 2017, the Town will provide a uniform allowance of \$300 annually to each full-time custodian and \$150 to each part-time custodian. The uniform allowance will be processed through a vendor purchase order system or the employee may bring in a receipt and be reimbursed.

ARTICLE 30
REDUCTION IN FORCE

30.1. The following procedures shall apply when the Town decides to reorganize or reduce the workforce in the Library through layoff. The Town shall endeavor to give the Association and affected employees either two (2) weeks' notice of layoff, or pay in lieu thereof, at the option of the Town.

30.2. An employee whose position is to be eliminated will be entitled to displace the most junior employee in another position in her/his job classification, subject to the displacing employee being fully qualified to perform the duties of the position as determined by the Library Director. If

there is no one to be displaced in another position in her/his job classification, the employee selected for layoff may displace the most junior employee in a job classification in the same or in a lower salary grade in descending numerical order, provided that the displacing employee is senior to the employee to be displaced and is fully qualified to perform the duties of the position as determined by the Library Director.

30.3. Employees shall retain recall rights for a period of two (2) years from the date of the reduction in force. Vacancies in a Library position which the Town decides to fill shall be offered to employees who were either laid off or who were required to displace pursuant to the second paragraph hereof, in the following order:

1. The employee who held the position as of the date of the reduction in force.
2. Other employees in order of their respective seniority who were in other positions in the same job classification.
3. Other eligible employees with recall rights in order of their respective seniority provided the vacancy is in a job classification which is in the same or a lower salary grade than the one which the employee held as of the date of the reduction in force.

30.4. In order to be recalled to any vacancy pursuant to the foregoing procedure, the employee must be fully qualified to perform the duties of the position as determined by the Library Director. Failure to accept recall to a position in the job classification which the employee held as of the date of the reduction in force shall terminate all recall rights under this Agreement.

30.5. Any employee who assumes a position in a job classification which is in a lower salary grade, whether through displacement, recall or otherwise, shall be paid on the basis of the salary grade of the job classification which the employee assumes.

ARTICLE 31 LABOR-MANAGEMENT MEETINGS

31.1. Labor-Management meetings shall be arranged to be held for the purpose of administering this Agreement and discussing matters of concern to either party. These meetings shall not be used for contract negotiations or grievances. Either party may initiate meetings, and the meetings shall take place at time and place of mutual agreement. Committee members shall consist of three (3) persons representing the Association and (3) persons representing the Town: the Library Director, a Library Trustee and a member of the Personnel Board.

ARTICLE 32 PERSONNEL FILES

All files for all Employees shall be maintained under the following conditions:

1. No material relating to an employee's conduct, service, character or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he or she has read such material by affixing his or her signature on an actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents.
2. The employee shall have the right to answer any material filed and to have that answer attached to the original material and placed in the files.
3. Upon written request of the employee, he or she shall be given access to all his or her files

within three business days.

4. Upon request of the employee, he or she shall be furnished a copy of any material in his or her files.

5. Access to employee files, to persons other than the employee, shall be limited to appropriate persons on a need to know basis.

6. Warnings, reprimands and complaints shall be purged from the employee's file should no other similar warning, reprimand or complaint occur within a two (2) year period from the date the warning, reprimand or complaint was issued.

ARTICLE 33 ACTING APPOINTMENTS

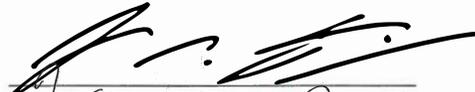
If at the Library Director's request, an employee works for more than one (1) regular work week in a position above the employee's regular classification, due to the absence (for reasons other than vacation) of the incumbent of the position, the Town shall pay the employee filling the position on an acting basis, at the minimum of the new job rate range or the next pay rate above the employee's regular salary, whichever is higher. The higher rate of pay shall take effect at the beginning of the second week and continue in effect while the employee is in continuous service in the position.

**ARTICLE 34
DURATION**

Except as otherwise specifically provided in this Agreement, this Agreement shall become effective as of July 1, 2021, and shall remain in effect up to and including June 30, 2024, and shall automatically be renewed from year to year thereafter unless either party to this Agreement initiates negotiations for a successor agreement to this Agreement by tendering written notice to the other party by January 1 preceding the expiration date. The economic changes effective July 1, 2021 shall not be retroactive for any member who left the employ of the Library prior to the execution date of this agreement.

IN WITNESS THEREOF, the parties hereto have caused these present to be signed and delivered by their duly authorized representatives as of the day and year first above written.

SELECT BOARD
HINGHAM, MA

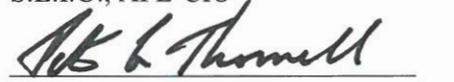


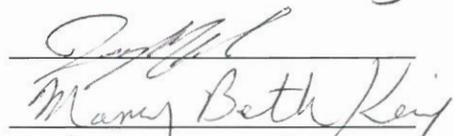
William C. Ramsey


Elizabeth H. Ke

DATE: March 8, 2022

HINGHAM LIBRARY STAFF
ASSOCIATION, LOCAL 888
S.E.I.U., AFL-CIO



Kathleen B. McInerney


Mary Beth Key


Ann Fida


Neha Vitagraw

DATE: 3/1/22

APPENDIX A
HINGHAM LIBRARY STAFF ASSOCIATION
LOCAL 888, SEIU, AFL-CIO

DUES DEDUCTION AUTHORIZATION

I hereby authorize the Town of Hingham to deduct as Union dues, the regular weekly dues in an amount certified to be current by the Treasurer of Local 888, from my pay each week and to pay this in cash or check to the Treasurer of Local 888, SEIU, AFL-CIO. This authorization may be withdrawn by giving at least sixty (60) days notice in writing of such withdrawal to the Town Accountant and by filing a copy thereof with the Treasurer of Local 888.

Employee's Signature: _____ Date: _____

Employee's Name (Print): _____ Dept.: _____

Street Address: _____

City or Town: _____

APPENDIX B

HINGHAM LIBRARY STAFF ASSOCIATION

LOCAL 888, SEIU, AFL-CIO

AGENCY SERVICE FEE AUTHORIZATION

I hereby authorize the Town of Hingham to deduct *as* an agency fee, the regular weekly agency fee in an amount certified to be current by the Treasurer of Local 888, from my pay each week and to pay this in cash or check to the Treasurer of Local 888, SEIU, AFL-CIO. This authorization may be withdrawn by giving at least sixty (60) days notice in writing of such withdrawal to the Town Accountant and by filing a copy thereof with the Treasurer of Local 888.

Employee's Signature: _____ Date: _____

Employee's Name (Print): _____ Dept.: _____

Street Address: _____

City or Town: _____

APPENDIX C
TOWN OF HINGHAM
LIBRARY POSITION GRADES
FY2018

CURRENT GRADE	TITLE	Effective July 1, 2017 RENUMBERED GRADE
L-X-10	Page	L-2
L-1	College Aide	L-4
L-6	Library Technician	L-6
L-8-2	Senior Library Technician	L-8
L-9	Staff Librarian Children	L-10
L-14-2	Associate Librarian	L-12
L-14	Senior Librarian	L-14
L-15	Senior Librarian 2	L-15
L-16	Senior Librarian Supervisor	L-16
L-8-1	Library Custodian	L-C-1
L-14	Library Custodian Supervisor	L-C-2

APPENDIX D

WAGE AND CLASSIFICATION SCHEDULE

For all employees and for all grades and steps, the following wage adjustments will be made to reflect a general wage increase:

Effective July 1, 2021 – Increase all pay rates by 3.0%

Effective July 1, 2022 – Increase all pay rates by 3.0%

Effective July 1, 2023 – Increase all pay rates by 3.0%

Effective July 1, 2021, the L-2 and L-4 positions shown below shall receive the following equity adjustments, before the July 1, 2021 increase of three percent (3.0%) is applied:

Grade	Job Title	A	B	C	D	E
L-2	Page	14.25	14.54	14.83	15.13	15.43
L-4	College Aide	16.62	16.95	17.29	17.64	17.99

Effective July 1, 2022, the L-2 position shown below shall receive the following equity adjustments, before the July 1, 2022 increase of three percent (3.0%) is applied:

Grade	Job Title	A	B	C	D	E
L-2	Page	15.00	15.30	15.61	15.92	16.24

Effective July 1, 2021, the positions shown below shall receive the following equity adjustments, before the July 1, 2021 increase of three percent (3.0%) is applied:

Grade	Job Title	A	B	C	D	E
L-6	Library Technician	21.44	22.51	23.64	24.82	26.06
L-8	Senior Lib. Technician	25.28	26.54	27.87	29.26	30.72
L-10	Staff Lib. Children's	26.36	27.68	29.06	30.51	32.04
L-12	Associate Librarian	27.44	28.81	30.25	31.76	33.35
L-14	Senior Librarian	29.60	31.08	32.63	34.26	35.97
L-15	Senior Librarian 2	34.46	36.18	37.99	39.89	41.88
L-16	Senior Lib. Supervisor	37.67	39.55	41.53	43.60	45.78
L-C-1	Building Maintenance Worker	28.06	29.46	30.93	32.48	34.10
L-C-2	Building Maintenance Supervisor	35.79	37.58	39.46	41.43	43.50

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Grade	Job Title	A	B	C	D	E
L-2	Page	14.68	14.98	15.27	15.58	15.89
L-4	College Aide	17.12	17.46	17.81	18.17	18.53
L-6	Library Technician	22.08	23.19	24.35	25.56	26.84
L-8	Senior Lib. Technician	26.04	27.34	28.71	30.14	31.64
L-10	Staff Lib. Children's	27.15	28.51	29.93	31.43	33.00
L-12	Associate Librarian	28.26	29.67	31.16	32.71	34.35
L-14	Senior Librarian	30.49	32.01	33.61	35.29	37.05
L-15	Senior Librarian 2	35.49	37.27	39.13	41.09	43.14
L-16	Senior Lib. Supervisor	38.80	40.74	42.78	44.91	47.15
L-C-1	Building Maintenance Worker	28.90	30.34	31.86	33.45	35.12
L-C-2	Building Maintenance Supervisor	36.86	38.71	40.64	42.67	44.81

**TOWN OF HINGHAM
LIBRARY HOURLY SCHEDULE
FY 2023**

Grade	Job Title	A	B	C	D	E
L-2	Page	15.45	15.76	16.08	16.40	16.73
L-4	College Aide	17.63	17.98	18.34	18.72	19.09
L-6	Library Technician	22.74	23.89	25.08	26.33	27.65
L-8	Senior Lib. Technician	26.82	28.16	29.57	31.04	32.59
L-10	Staff Lib. Children's	27.96	29.37	30.83	32.37	33.99
L-12	Associate Librarian	29.11	30.56	32.09	33.69	35.37
L-14	Senior Librarian	31.40	32.97	34.62	36.35	38.16
L-15	Senior Librarian 2	36.55	38.39	40.30	42.32	44.43
L-16	Senior Lib. Supervisor	39.96	41.96	44.06	46.26	48.56
L-C-1	Building Maintenance Worker	29.77	31.25	32.82	34.45	36.17
L-C-2	Building Maintenance Supervisor	37.97	39.87	41.86	43.95	46.15

**TOWN OF HINGHAM
LIBRARY HOURLY SCHEDULE
FY 2024**

Grade	Job Title	A	B	C	D	E
L-2	Page	15.91	16.23	16.56	16.89	17.23
L-4	College Aide	18.16	18.52	18.89	19.28	19.66
L-6	Library Technician	23.42	24.61	25.83	27.12	28.48
L-8	Senior Lib. Technician	27.62	29.00	30.46	31.97	33.57
L-10	Staff Lib. Children's	28.80	30.25	31.75	33.34	35.01
L-12	Associate Librarian	29.98	31.48	33.05	34.70	36.43
L-14	Senior Librarian	32.34	33.96	35.66	37.44	39.30
L-15	Senior Librarian 2	37.65	39.54	41.51	43.59	45.76
L-16	Senior Lib. Supervisor	41.16	43.22	45.38	47.65	50.02
L-C-1	Building Maintenance Worker	30.66	32.19	33.80	35.48	37.26
L-C-2	Building Maintenance Supervisor	39.11	41.07	43.12	45.27	47.53