

**Memorandum of Agreement**

**between**

**The Town of Wayland**

**and**

**The Wayland Library Staff Association, MLSA, AFTMA**

This Memorandum of Agreement is entered into by and between the Town of Wayland (hereinafter the Town) and the Wayland Library Staff Association (hereinafter the Association).

Whereas, the Town and the Association are parties to a Collective Bargaining Agreement for the period July 1, 2017 through June 30, 2020; and

Whereas, the Town and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective July 1, 2020. Now, therefore, the Negotiating Subcommittee of the Town, acting subject to the ratification of this Memorandum of Agreement by the Town of Selectmen to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the Association, acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance, the parties agree as follows:

The terms and conditions of employment set forth in the collective bargaining agreement for the period July 1, 2017 through June 30, 2020 shall remain in full force and effect for the period July 1, 2020 through June 30, 2023, except as modified below.

1. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.
2. **Preamble**

*Amend to read as follows:*

This Agreement is hereby entered into by the Town of Wayland, hereinafter referred to as the Town or the Employer, the Wayland Library Staff Association, and the Massachusetts Library Staff Association, MFT, AFT, AFLCIO, hereinafter referred to as the Association/Union, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

**3. ARTICLE 1. Recognition**

*Amend to read as follows:*

1-1. The Employer recognizes the Association/Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with the Employer concerning salaries, wages, hours of work, and other conditions of employment for all regular fulltime and parttime employees who

regularly work ten hours or more each week, excluding the Director, all confidential and managerial employees, and all other employees of the Town of Wayland Public Library as set forth in the Bargaining Unit Certification by the Massachusetts Labor Relations Commission MCR3114. All positions that are in the collective bargaining unit as of September 1, 2021 (Assistant Director, Bibliographic Services Librarian, Children's Librarian, Head of Circulation, Administrative Assistant, Business Manager, Reference Librarian, Computer Specialist/Reference Librarian, Assistant Children's Librarian, Library Assistant – Children's, Library Associate – Periodicals, Library Assistant - Circulation and Custodian) shall remain in the unit, subject to the 10 hour or more work week criteria referenced above.

In the event of creation of new positions, the Employer and the Union will meet to determine if the position should be included or excluded from the unit. If the parties are unable to resolve the question after (30) days, the issue shall be submitted to the Massachusetts Labor Relations Commission for final determination.

**4. ARTICLE 2. Probationary Period**

*Amend to read as follows:*

**2-1.** No employment shall be deemed final and regular until after the expiration of a period of six (6) months probation. During this probationary period, the Town may terminate the employment of a new employee if she/he is found to be unqualified or performance is unsatisfactory in the sole judgment of the Library Director. By agreement between the Town and the Union, the probationary period may be extended by a period of time not to exceed six (6) months. Employees may utilize sick leave during the initial six (6) months of their employment.

**5. ARTICLE 3. Discrimination and Coercion**

*Amend to read as follows:*

**3-1.** There shall be no unlawful discrimination by the Employer or the Association/Union against any employee covered by the terms of this Agreement because of race, color, sex (including gender and pregnancy), age, ancestry, sexual orientation, gender identity, disability, religion, national origin, economic status or veteran status, and all employees shall receive the full protection of this Agreement.

**6. ARTICLE 6. Grievance Procedure**

*Amend to read as follows:*

**6-1.** For the purpose of this Agreement a grievance shall be defined as any complaint, dispute or controversy arising between the Employer and the Association/Union and/or any employee(s) under and during the term of this Agreement and involving the interpretation or application of the specific provisions of this Agreement.

All grievances shall be processed in the following manner:

- Step 1.** The aggrieved employee shall present the matter informally to the Library Director or his/her designee for adjustment within ten (10) calendar days of the occurrence or employee's first knowledge of the event giving rise to the grievance or said grievance shall be deemed waived and not subject to consideration in any forum. The employee may have an Association/Union representative present at this meeting. The Director shall reply within ten (10) calendar days.
- Step 2.** If no satisfactory resolution is made in Step 1, the aggrieved employee shall reduce the grievance to writing, and file a copy of the same with the Human Resources Manager within ten (10) calendar days. The Human Resources Manager shall notify the employee and the Association/Union of the result of his/her consideration within fifteen (15) calendar days.
- Step 3.** If no satisfactory resolution is made in Step 2, the aggrieved employee shall submit the grievance to the Personnel Board or its designee. The Personnel Board or its designee shall, upon receipt of the written grievance consider same and notify the employee and Association/Union of its final and binding decision within thirty (30) calendar days.
- Step 4.** If no satisfactory resolution is made in Step 3, the aggrieved employee shall submit the grievance to the Board of Selectmen or its designee. The Board of Selectmen or its designee shall either issue a written decision or shall convene a hearing within thirty (30) calendar days and shall render a written decision within seven (7) calendar days, starting the day following the close of the grievance hearing (unless the time period is extended by mutual agreement). The Board's failure to issue a decision within the applicable or extended time period shall be construed a denial of the grievance.
- Step 5.** Arbitration. Whenever certain grievances remain unresolved after processing in accordance with Steps herein, the Association/Union shall have the right to submit the matter to arbitration in accordance with the remainder of this Section.

Except as hereinafter stated, all arbitration proceedings pursuant to this Article shall be instituted before the American Arbitration Association and governed by and conducted in accordance with its Voluntary Labor Arbitration Rules. It shall be considered a condition precedent to said arbitration that a written demand for same be filed simultaneously with both the American Arbitration Association and the responding party no later than thirty (30) calendar days following the exhaustion of Steps 1-4 herein.

However, under extenuating circumstances, time periods referred to in this article may be extended by mutual agreement.

The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this Agreement, establish new terms and conditions under this Agreement, or substitute his/her judgment for that of management unless management's actions are arbitrary, capricious and amount to an abuse of discretion. Furthermore, any action taken in accordance with the Management's Rights provision herein shall not be subject to review in any forum other than that provided for in Steps 1-4 of this Article.

Except for the initial filing fee, which is the responsibility of the moving party, all expenses of arbitration shall be shared equally between the parties.

**7. ARTICLE 7. Hours of Work**

*Amend to read as follows:*

**7-1.** The work week for fulltime employees will normally be thirtyfive (35) hours consisting of five (5) work days of seven (7) hours each, including the Custodian. Employees may submit requests for adjustments to their work schedules to the Library Director. Any such requests must be approved in writing by the Director or his/her designee prior to taking effect. Decisions will be based on the operational needs of the Library. The workdays, which may not be necessarily consecutive, fall within the calendar week beginning Monday and ending Saturday inclusive, except during the summer schedule which is presently Monday through Friday inclusive. Any hours worked on Saturday will be voluntary during the summer schedule. In the event there are not enough volunteers, employees in their probationary period may be scheduled for Saturdays (during summer hours).

There may be rare instances resulting from Library maintenance and repair needs that preclude the custodian from working during the hours mandated in this agreement. The custodian shall be given two weeks advance notice of any schedule change, unless the custodian and the Library Director are in agreement to an earlier date and time.

**8. ARTICLE 11. Holidays**

*Amend to read as follows:*

**11-1.** The following holidays shall be paid holidays for employees of the Library:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
3:00 p.m. closing on New Year's Eve	Noon closing on Christmas Eve

**9. ARTICLE 12. Sick Leave**

*Amend to read as follows:*

**12-2.** When an employee is unable to work due to illness or non-occupational injury, the employee may use sick leave, not to exceed the limit of the employee's accrued sick leave, and be compensated at his/her regular rate of pay. Sick leave may be used in hourly increments with a minimum of one (1) hour.

The department head must be satisfied that the leave is caused by the employee's illness. A doctor's certificate may be required by the Town in connection with a claim for sick leave, including future sick leave, when a pattern of absences of any duration reasonably raises a suspicion of an abuse of sick leave, when sick leave usage becomes excessive or when the Library Director or Human Resources Director reasonably believes that an absence is not due to the employee's illness.

A sick leave certificate (Appendix C) will be required for absences of more than three consecutive workdays.

If an employee refuses to submit a requested certificate, the Town shall be entitled to refuse sick leave and/or take disciplinary action as may be appropriate.

An employee may use up to five (5) sick leave days per year when necessary to care for sick members of his/her immediate family, or for medical appointments that cannot be handled outside the normal working day.

**12-6.** Perfect Attendance. Each employee with no sick leave taken during any sixmonth period shall be entitled to one additional annual leave day (employees shall not be entitled to more than two additional days per calendar year).

## **10. ARTICLE 13. Sick Leave Bank**

*Amend to read as follows:*

**13-5.** Whenever the accumulation of the bank shall have fallen below fifty (50) days, the committee shall notify in writing the members of the Association. Association members shall, within fifteen days after the giving of said notice, assign one (1) additional day to the sick leave bank. Any member of the bank, who shall have exhausted his/her personal accumulation of sick leave on the date of the giving of said notice, shall assign the additional day at the time when his/her personal sick leave accumulation exceeds one day. Further, such member shall retain his/her rights in the bank until such period of assigning the additional day has expired.

**13-9.** The Committee shall provide the Town with an update of the bank's general fund by January 31<sup>st</sup> of each year. The Committee will provide the Town with an update of the bank's account whenever a withdrawal is made.

## **11. ARTICLE 15**

*Amend to read as follows:*

### **ARTICLE 15. Parental Leave**



**15-1.** An employee is entitled to eight weeks parental leave without pay, provided they have been employed for at least six months and provided they give two weeks notice of their expected departure date and notice that they intend to return to their job. All applicable state and federal laws shall apply.

**15-2.** Employees are entitled to return to the same or similar position without loss of benefits for which they were eligible on the date their leave commenced, provided they are absent from such employment for a period not exceeding eight weeks.

**15-3.** Employees on parental leave may use their accrued sick leave or vacation leave. If they have no accrued leave available or their accrued leave expires, they will fall under the provisions of Article 16, Leave of Absence, that is, no provision of this Agreement will apply and seniority will not accrue during their absence.

## **12. ARTICLE 16. Leave of Absence**

*Amend to read as follows:*

**16-3.** If an employee wishes to request more than four (4) weeks leave of absence for reasons including but not limited to the adoption of a child, he or she must apply in writing to the Human Resources Manager and Town Administrator for permission to do so. A long-term (e.g. one year) leave will be granted only under very unusual circumstances.

## **13. ARTICLE 17. Jury Duty**

*Amend to read as follows:*

**17-2.** An employee summoned as a witness on behalf of the Town of Wayland shall be granted court leave after filing the notice of service with the Library Director. If an employee is summoned while on annual leave, he/she will be given an additional day of annual leave.

## **14. ARTICLE 19. Reduction in Force**

*Amend to read as follows:*

**19-1.** In the event of a reduction in force for bona fide economic reasons or other just cause, the parties of this Agreement recognize their obligation under Chapter 150E, of the Massachusetts General Laws, to negotiate the impact of said reduction in force and hours on the bargaining unit, provided either party so requests to meet.

**19-4.** Each laid off employee shall inform the Human Resources Department of his/her current address so that notice of possible rehiring shall reach him/her in a timely manner. If the laid off employee does not respond within ten (10) working days following the mailing of this recall notice by certified mail, return receipt requested, to his/her last known address, his/her recall rights shall be canceled.

## **15. ARTICLE 20. Professional Conferences and Association Memberships**

*Amend to read as follows:*

**20-1.** At the sole discretion of the Library Director, employees may be granted leave with pay and conference related expenses to attend approved professional conferences and seminars.

**20-2.** At the sole discretion of the Library Director regular fulltime employees may receive professional membership in the Massachusetts Library Association, New England Library Association or other professional library associations.

**16. ARTICLE 24. Office Conditions**

*Amend to read as follows:*

**24-1.** At the discretion of the Library Director, should the temperature in any work section of the Library fall below 58 degrees Fahrenheit or exceed 90 degrees Fahrenheit, for a period of more than an hour, the building will be closed and employees released from duty until the situation has been rectified. Employees may be required to work remotely for continuity of operations.

**24-2.** If prior to the scheduled opening of the Library, the Library Director in consultation with the Police Chief, Fire Chief, Director of Public Works or Town Administrator, determines weather conditions to be adverse the Library shall be closed. In such instances the Library Director shall contact employees by 7:00 a.m. Employees shall not suffer monetary loss nor loss of personal time.

**24-3.** If during the course of normal hours of operations the Library Director determines weather conditions to be adverse, the Library shall close. Employees who are working at the time a closing goes into effect will be allowed to leave prior to the end of their assigned shift. Employees will be paid for the duration of their assigned shift. Prior to leaving employees will be expected to shut down computers, ensure patrons are out of the building, etc. Employees scheduled to work evening hours shall be notified two hours in advance of their scheduled shift of the closure, and shall not suffer monetary loss nor loss of personal time.

**17. ARTICLE 26. Wages**

*Amend to read as follows:*

**26-1.** There will be base hourly rate increases as follows:

Effective July 1, 2020	2.00%
Effective July 1, 2021	2.00%
Effective July 1, 2022	2.5%

**26-2.** Clothing Allowance - The Town agrees to furnish an annual clothing allowance not to exceed \$400 for the custodian of Wayland Public Library. The custodian will be eligible to receive clothing allowance payments, upon presentation of receipts verifying the purchase of work-related clothing.

Such receipts shall be presented in a manner prescribed and deemed acceptable by the Human Resources Manager.

*Delete 26.3*

**18. ARTICLE 27. Reclassification**

*Amend to read as follows:*

**27-4.** The duties of any employee may be reviewed by the Director upon request of the employee or on the Director's own initiative. If it appears to the Director that such employee belongs in a different job classification because of changes in the nature of the employee's duties, the Director may recommend his/her reclassification to the Human Resources Manager which shall then review the facts and approve or deny the proposed reclassification. A reclassified employee shall be assigned a new anniversary date, which shall be the effective date of the reclassification. Reclassified employees shall only be eligible for a step increase on each subsequent anniversary following a reclassification.

*Delete 27-5*

**19. ARTICLE 28. Increases within Established Rate Ranges**

*Amend to read as follows:*

**28-1.** On each employment anniversary date, employees shall be reviewed and considered for a step increase. Under no circumstances shall an employee receive a step increase beyond the maximum step of their range. Step increases will be granted only upon the written recommendation of the Library Director, with the approval of the Human Resources Manager.

**28-3.** In the event that a step increase is withheld, the employee may request a written explanation for the action, which would be signed by the Library Director and presented to the employee, with a copy provided to the Human Resources Manager.

**20. ARTICLE 30. Health Insurance**

*Amend to read as follows:*

**30-1.**

**b.** Pursuant to M.G.L. Chapter 32B, §19 a Public Employee Committee (PEC) was created. The provisions of the health insurance provided shall be governed by the agreement reached between the PEC and the Town.

*Delete sub section c:*

**d.** The Town offers the health plans and contribution rates as identified in the Section 19 Agreement between the Town of Wayland and the Wayland School and Town unions (the PEC)



dated June 3, 2019, effective July 1, 2019 and continuing through June 30, 2022. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.

**21. ARTICLE 32. Professional Development**

*Amend to read as follows:*

**32-1.** At the request of the Director, members of the Library staff with at least one year of service may study library-related courses at colleges and universities. Staff may attend undergraduate or graduate level courses. Full-time staff may be granted time off with pay, the amount of time to be approved by the Library Director. Both full and parttime members of the unit may be given partial tuition reimbursement for one course per term at the discretion of the Library Director. Typical reimbursement after the successful completion of a course will be 75% payment of tuition fee or \$850.00 (whichever is less) for an undergraduate course or \$1,300.00 toward the cost of a graduate level course at an accredited college. Whenever possible, supervisors will try to arrange schedules so that staff members desiring to continue their education in library science may be able to register for the course.

**22. ARTICLE 33. Family Medical Leave**

*Amend to read as follows:*

**33-1.** An employee shall be entitled to leave for any of the purposes listed in the Town of Wayland's Family Medical Leave Act Policy and in accordance with the Federal Family Leave Act of 1993 (FMLA). For the purpose of determining leave eligibility under FMLA, the twelve (12) month "roll back" method shall be used. Requests for FMLA leave must be filed with the Human Resources Manager. An employee may use vacation and/or sick time to receive pay while on FMLA leave. Employees are subject to all provisions outlined in the Town of Wayland's FMLA policy.

**23. Create a new ARTICLE 35. Health & Safety**

**35-1** There may be a Health & Safety Committee comprised of two (2) representatives of the Union and the Library Director, the Public Buildings Director and the Human Resources Manager (or their designees). The Committee's function is to discuss health and safety issues affecting the workplace. The Committee may meet periodically as needed on a date and time that is mutually agreeable.

**24. Old Article 35 is now ARTICLE 36. Duration of Agreement**

*Amend to read as follows:*

**36-1.** Except as otherwise specifically provided, the Agreement shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2023, and shall be automatically renewed thereafter, unless either party serves upon the other written notice of a desire to modify or terminate this Agreement. Such notice to be served on or before April 1, 2023.

SIGNED THIS 15<sup>th</sup> DAY OF DECEMBER 2021

Morgan N. Wright  
[Signature]

For the Wayland Library  
Staff Association

[Signature]  
David Martin  
[Signature]

[Signature]  
For the Town of Wayland