

**COLLECTIVE BARGAINING AGREEMENT**

**between the TOWN OF WELLESLEY**

**and**

**WELLESLEY FREE LIBRARY STAFF ASSOCIATION**

**(STAFF UNIT)**

**July 1, 2023 - June 30, 2026**

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Agreement entered into as of the 1st day of July 2023 between the Town of Wellesley (Wellesley Free Library) in the County of Norfolk and Commonwealth of Massachusetts and the Wellesley Free Library Staff Association.

## PREAMBLE

This Agreement is entered into between the Town of Wellesley (Wellesley Free Library) and the Wellesley Free Library Staff Association. The Parties hereto have reached this Agreement through collective bargaining for the purpose of facilitating the peaceful adjustment of differences and interpretations of this Agreement that may arise from time to time, consistent with the notion that each Employee and representative of the Employer should be treated with dignity and respect, and for the purpose of promoting harmony and efficiency to the end that Employees, the Employer, and the public may mutually benefit. The parties to this Agreement recognize that only the contractual terms expressly set forth herein shall be binding contractual terms for PU Employees. Similarly, PU Employees are not subject to any past practices that the Association may claim apply to employees regularly scheduled to work twenty (20) or more hours per week (PO Employees) prior to the execution of this Agreement.

## ARTICLE 1 (Definitions)

Where the words are used in this Agreement:

“Employer” means the Town of Wellesley (Wellesley Free Library) in the County of Norfolk and Commonwealth of Massachusetts.

“Association” means the Wellesley Free Library Staff Association.

“Association Representatives” means the Association designee.

“Library” means Wellesley Free Library.

“Management Responsibility” means the retention by the Employer, pursuant to the provisions of Article III of the Town of Wellesley Bylaws, of its right to conduct the business of the Town including, but not limited to, the right to determine the methods and means by which its operations are to be carried on; to direct the working force; and to conduct its operations in a safe and efficient manner subject only to the express limitations set forth in this Agreement.

“Employees” as used in this Agreement shall mean employees in the Wellesley Free Library employed by the Town of Wellesley except such employees as are excluded from membership in a unit appropriate for purposes of collective bargaining as set forth in the Massachusetts Department of Labor Relations certifications in Case Nos. MCR-576 and MCR-11-1291 and excluding elected and appointed officials, executive officers, Library Director, Assistant Library Director, IT Director, Office Administrator, Bookkeeper, Information Services Supervisor, Children’s Services Supervisor, Acquisitions and Cataloging Services Supervisor, Circulation Supervisor, Assistant Circulation Supervisor, pages/shelvers, on-call employees, and all other confidential, managerial, supervisory, and temporary employees (i.e., persons normally hired for up to six (6) months or up to nine (9) months if attending college or library school).

“PO Employees” means Employees working twenty (20) or more regular hours per week (i.e., Permanent Over 20).

“PU Employees” means Employees who regularly work under twenty (20) hours (i.e., Permanent Under 20).

Wherever the singular is used in this Agreement, it is intended to include the plural.

## ARTICLE 2 (Recognition)

(a) The Employer recognizes the Association as the exclusive representative of employees as defined in [Article 1](#) of this Agreement. Such employees shall be placed in classifications and groups, as set forth in [Article 19](#), or in classifications and groups appropriate to the bargaining unit, as set forth in the Massachusetts Department of Labor Relations certifications in Case Nos. MCR-576 and MRC-11-1291, or as have been established in the Library since the date of issuance of said certifications, or as may be established during the term of this Agreement. Excluded from such bargaining unit are the following positions in the Library: elected and appointed officials, executive officers, Library Director, Assistant Library Director, IT Director, Office Administrator, Bookkeeper, Information Services Supervisor, Children’s Services Supervisor, Acquisitions and Cataloging Services Supervisor, Circulation Supervisor, Assistant Circulation Supervisor, pages/shelvers, on-call employees, and all confidential, managerial, supervisory, and temporary employees (i.e., persons normally hired for up to six (6) months or up to nine (9) months if attending college or library school).

(b) Matters appropriate for consultation and negotiations between parties hereto are practices, procedures, and the implementation of policies relating to wages, hours, and working conditions which are within the authority of the Employer and subject to collective bargaining under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.

(c) Neither the Employer nor the Association shall unlawfully discriminate against any employee on the basis of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, gender identity or expression, marital status, veteran status, military service, genetics, or any other characteristic protected by law. The Employer and Association do not discriminate against employees with caregiving responsibilities. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

The Employer and the Association will make reasonable accommodations for qualified individuals with known disabilities and good-faith religious beliefs unless doing so would result in an undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Library Director, Human Resources Director, or Association Representative. Complaints will be investigated in a prompt and thorough manner. Employees can raise concerns and make reports without fear of reprisal or

retaliation. Anyone found to have engaged in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### ARTICLE 3 (Precedence of Laws and Regulations)

The accomplishment of the purposes of the existence of the Wellesley Free Library is paramount in the interest of the parties hereto as well as in the public interest. In the administration of all matters covered by this Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations including provisions of the Bylaws of the Town of Wellesley, particularly Articles 30-31 of such Bylaws and amendments thereto. This Agreement shall at all times be applied in accordance with and subject to such laws. Should any provisions of this Agreement be deemed to be in conflict with any such laws, it may become the subject matter of discussion by the parties for the purpose of attempting to negotiate a substitute provision in compliance with the requirement of such laws.

### ARTICLE 4 (Dues Collection)

- (a) Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Employer shall deduct from earned wages periodic Association membership dues required as a condition of acquiring or retaining membership in the Association of those employees who individually authorize such deductions in writing on the form attached hereto, made a part hereof and marked Appendix A. The Employer will remit all sums deducted under such deduction authorization to the Treasurer of the Association together with a list of the employees from whom such dues have been deducted. The sums will be remitted by electronic funds transfer.
- (b) The Library shall provide the Association with the name, job title, and hours worked for all employees newly hired into the bargaining unit, within thirty (30) days of hire.
- (c) The Association shall indemnify and save the Employer harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article 4, or in reliance on any assignment furnished the Employer.
- (d) The Association shall provide the Treasurer of the Town of Wellesley with a bond as required by Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts.

### ARTICLE 5 (Management Responsibility)

- (a) The listing of the following specific rights of management in this Article is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the Employer not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the Employer except as they may be shared with the Association by specific provisions of the Agreement.

(b) Among such management responsibilities as are vested exclusively in the Employer are the following: the right to hire, promote, transfer, assign and retain employees in positions and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons including, and not necessarily limited to, lack of funds; to determine the method, means, and the personnel by which such operations are to be conducted; and to take whatever action may be necessary to carry out the work of the Library in situations of emergency.

(c) The Employer shall have the freedom of action to discharge its responsibility for the successful operation of the Library, including the scheduling of operations, the methods and materials used in carrying out the function of the Library, and the extent to which its own or other facilities and/or personnel shall be used.

#### ARTICLE 6 (Association Responsibility)

(a) The Association shall have the right and obligation to represent Employees; to present its views to the Employer on matters of concern either orally or in writing; to consult and be consulted with respect to the formulation, development, and implementation of matters and practices which are within the discretion of the Employer except as limited by [Article 3](#); and to engage in collective negotiations with the Employer with the object of reaching an Agreement applicable to the Employees.

(b) The Association shall be given the opportunity to be represented at discussions between the Employer and the Employees concerning grievances subject to [Article 23](#).

(c) The Association acting as a sole and exclusive representative of the Employees shall be entitled to act for and negotiate collective agreements covering the Employees and shall be responsible for representing the interest of the Employees without regard to Association membership.

(d) Association Representatives shall be permitted to enter the Library at reasonable hours, when necessary to investigate existing grievances, after obtaining approval of the Library Director or their designee. Association Representatives will exercise care such that they do not interfere with the performance of duties assigned to the Employees.

(e) The Association shall provide a written list of Association Representatives to the Employer immediately after their designation and the Association shall notify the Employer of any change in any such list during the term hereof. There shall be no requirement on the part of the Employer to recognize any representative until such time as the official list has been delivered to the Employer.

#### ARTICLE 7 (Membership in the Association)

(a) Neither the Employer nor its representatives or agents shall interfere with, restrain, or coerce employees in the exercise of the right of self-organization or the right to refrain from self-organization.

(b) Neither the Association nor its representatives or agents shall interfere with, restrain, or coerce employees in the exercise of the right of self-organization or the right to refrain from self-organization.

#### ARTICLE 8 (Hours of Work and Overtime)

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

(a) The regular workweek shall be five (5) workdays scheduled in any seven (7) consecutive days used by the Employer for payroll purposes. The workday, for purposes of this Article, shall be the twenty-four (24) hour period beginning at 6:00 a.m.

(b) The Employer retains the right to schedule Employees to work in accordance with the work requirements of the Library. However, scheduled hours of work for each day and week for each Employee covered by this Agreement shall be posted on the bulletin board provided for in [Article 20](#) at least one (1) month in advance of the calendar week being scheduled. Changes in such posted schedule may be made at the discretion of the supervisor or Library Director or their designee.

(c) The Library Director shall schedule Employees to work at such time as in the Library Director's opinion shall provide adequately for the Library needs of the public, but taking into account as much as possible the preference of the individual employees involved. The regular workweek for PU Employees shall be no more than twenty (20) hours per week between the hours of 7:00 a.m. and 9:00 p.m. but may work additional hours if given the option. The regular workweek for PO Employees other than custodians shall be at least twenty (20) but no more than forty (40) hours per week between the hours of 7:00 a.m. and 9:00 p.m. The regular workweek for custodians shall be forty (40) hours. Employees (excluding custodians) shall not be required to report to work any earlier than 8:30 a.m. nor can any Employee be penalized in any way for not working before 8:30 a.m. Anyone wishing to work between the hours of 7:00 a.m. and 8:30 a.m. may do so with the approval of the Library Director, provided there is a custodian on duty. Part-time PO Employees and PU Employees shall be scheduled to work the hours for which they were hired or such hours as may be arranged to the satisfaction of the Library Director. Full-time PO Employees shall be scheduled so that the amount of time employees are required to work during the evening and on Saturday is equitably distributed among employees in a particular classification.

(d) Permission to exchange work hours with another employee shall be granted at the discretion of the Library Director. Timely requests for such exchange shall be made through the employee's immediate supervisor.

(e) "Overtime" as used in this Agreement shall mean all time an employee is required to work in excess of eight (8) hours per day or forty (40) hours per week, and is required as a condition of employment. Subject to the requirements of the Library, overtime shall be assigned on an equitable basis among employees in each classification.

(f) All work performed on Sunday shall be compensated at a rate of one and one half (1½) times the employee's regular base rate. All work scheduled on Sunday shall be on a volunteer basis according to a system mutually agreeable to the Association and the Employer. If there are insufficient volunteers, employees shall be required to work. All work performed on Sunday shall be in addition to the employee's regularly scheduled hours. No employee shall be required to work more than one (1) Sunday per month. No employee required to work on Sunday shall be required to work the preceding day. Any work performed on a Sunday shall be included in the calculation of hours of an employee's regular workweek.

(g) Except in case of fire, flood, or similar circumstances beyond the control of the Employer or except for disciplinary reasons, in the event an employee reports to the Library at their regularly scheduled time without having been previously notified not to report, the employee shall be paid for four (4) hours at the rate to which they would normally be entitled for their assignment, unless the employee is assigned other work in the Department for which the employee is qualified to perform. Should an employee report for work on a regularly scheduled overtime day without having been previously notified not to report, they shall be paid two (2) hours at their overtime rate or assigned to other available work which the employee is qualified to perform.

(h) Employees working in any location within the Library, where extremes of temperature or other climatic conditions render such location not conducive to the type or nature of work normally performed in such area, will at the discretion of the Library Director, be temporarily relocated to other areas to perform such work that is available for that time and location.

(i) In the event the Employer is temporarily unable to provide work or the facilities within which to perform such work, due to conditions beyond the Employer's control, the Employer will make every effort to provide the opportunity for employees to make up time and work to avoid loss of pay.

(j) On days when the Library is scheduled to be open but is closed or partially closed by decision of the Library Director or their designee, employees shall not be required to work but shall receive their regular compensation for the day. An employee who advises their supervisor that the employee is unable to report to work because of those conditions which necessitate the Library closing shall not be penalized for providing such advance notice. The Library Director will make their best efforts to record notification of the Library closing on a designated phone line two (2) hours prior to the scheduled opening or unscheduled closing on the relevant day. On those days, all employees who continue to work or report to work on a voluntary basis, and are authorized to work, after such closing or partial closing, shall receive, in addition to their pay, compensatory time thereafter for all hours worked. Employees shall be entitled to no more than three (3) compensatory days per year under the terms of this clause.

(k) The Employer will reschedule PU Employees' work hours lost due to weather related closings, designated religious holidays, and early closings, when requested by the employee, as long as the employee attempts to reschedule within fourteen (14) days and the schedule is approved by the Library Director or their designee. The Library Director or their designee may

offer hours outside of the employees' requested schedule, to fulfill the Employer's obligations, if there are insufficient make up hours available during the requested schedule. Rescheduled hours for Sunday will be paid at straight time.

#### ARTICLE 9 (Holidays)

(a) PO Employees scheduled to work on the following designated holidays shall receive paid time off:

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day  
Juneteenth  
Labor Day  
Indigenous Peoples Day  
Veterans' Day  
Thanksgiving Day  
Christmas Eve (½ day)  
Christmas Day  
New Year's Eve (½ day)

PO Employees not scheduled to work on a designated holiday shall receive paid time off in an amount calculated by dividing the employee's regular workweek hours by five, which must be used within the same pay period as the designated holiday.

(b) PU Employees scheduled to work on a designated holiday may make up any hours lost within two (2) weeks.

(c) PU and PO Employees absent from work due to their observance of a designated religious holiday may make up two (2) religious holidays each year, with up to fourteen (14) hours of rescheduled work time annually, as long as:

- (1) The Employee provides thirty (30) days' notice of their intent to take the religious holiday;
- (2) The rescheduled hours do not result in overtime; and
- (3) The hours are rescheduled within two (2) weeks of the religious holiday.

Rescheduled hours, which must be approved by the Library Director or their designee, may be scheduled before or after the religious holiday and may need to be scheduled on a Sunday if additional hours cannot be accommodated during the week. Rescheduled hours for Sunday will be paid at straight time.

Religious holidays shall be limited to:

All Saint's Day  
Ash Wednesday  
Diwali  
Eid al-Fitr  
Eid al Adha  
Good Friday  
Hannukah  
Holi Kwanza  
Navaratri (Hindu)  
Passover  
Rosh Hashanah  
Wesek (Buddhist)  
Yom Kippur

#### ARTICLE 10 (Vacations)

(a) PO Employees hired on or before June 30, 2014 who are on the payroll July 1, and who complete the following periods of continuous employment during the vacation year (July 1 through June 30), shall be granted the following annual vacation:

<u>Service Period</u>	<u>Vacation</u>
six months	one week
one year	two weeks
five years	three weeks
ten years	four weeks
twenty years	five weeks

Vacation time shall be credited and charged on the basis of hours. Vacation time is determined by the number of hours an employee is scheduled to work, as of July 1, multiplied by the number of weeks of vacation for which an employee is eligible.

In no case shall an employee take their vacation until they have been on the payroll six (6) months. In the year in which an employee is first eligible for a two (2) week vacation, the additional week shall not be granted until such employee has completed the full term of service requirement.

Following the initial six (6) months of employment, an employee shall receive the equivalent of one (1) week of vacation. Upon the completion of the first full year of employment, the employee shall receive the balance of the first year's vacation allotment. From the anniversary date to the end of the fiscal year, the employee shall accrue vacation time based on the number of additional months worked in that period. This accrual will be calculated as one-twelfth (1/12th) of the employee's annual vacation benefit for each month of service between the anniversary date and the end of the fiscal year. This time will be credited on July 1 of the following fiscal year, in addition to the vacation time credited for that fiscal year. The employee will thereafter be in the regular vacation cycle.

(b) PU Employees hired on or before June 30, 2014 maintain their existing vacation allotment, which is the equivalent of four (4) weeks, and is unpaid.

(c) Employees hired on or after July 1, 2014 who are on the payroll July 1 and who complete the following period of continuous employment during the vacation year (July 1 through June 30), shall be granted the following annual vacation (PO Employees on a paid basis; PU Employees on an unpaid basis):

<u>Service Period</u>	<u>Vacation</u>
six months	one week
one-year anniversary	remaining annual crediting
one-year anniversary-June 30th	prorated (see below)
July 1 to year three	two weeks
three years	three weeks
ten years	four weeks
twenty years	five week

New employees who complete their first year of continuous service within the annual vacation cycle (July 1 to June 30) will earn a proration of vacation days based on the number of additional months worked in that cycle. This proration will be .833 vacation day [one-twelfth (1/12th) of an employee's annual vacation allotment of two (2) weeks of vacation] earned for each thirty (30) calendar days of service beyond the first year anniversary of employment and will be credited on June 30 rounded up or down to nearest half vacation day. Thereafter, employees will be placed into the annual cycle for purposes of vacation crediting. For example, an employee hired on November 1 will earn one (1) week of vacation after six (6) months, one (1) week of vacation at the end of one (1) year of continuous service, and on the following June 30, six (6) vacation days [seven (7) months (December through June) x .833].

(d) Vacations will be granted by the Library Director at such times as, in their opinion, will cause the least interference with the performance of the regular work of the Library but taking into account the preference of the individual employee. Vacations must be taken in the twelve (12) months following the July 1 on which they are earned and shall not accumulate from vacation year to vacation year. However, employees shall carry over up to five (5) vacation days into the subsequent fiscal year. The days carried over will be used before regular vacation days and must be used on or before October 31 of the fiscal year into which they are carried.

(e) Employees shall be entitled to compensation for all accrued, unused vacation upon separation from employment.

(f) If a former employee of the Town returns to the service of the Town and completes at least five (5) years of continuous full-time service following such return, the amount of continuous full-time service immediately preceding the interruption of his work for the Town shall be added to the five (5) or more years of current full-time service to give total service for computation of vacation. Service in the Armed Forces shall not be considered an interruption of work for the purpose of computing total service credit for vacation purposes.

(g) Notwithstanding the provisions of Article 10(a), PO Employees whose classifications and positions are unique to the operation of the Library and who were hired on or before June 30, 2014, shall be entitled to four (4) weeks of vacation, provided they are on the payroll July 1 and complete one (1) year of continuous employment during the calendar year.

(h) Employees may take one (1) week of unpaid leave as long as they provide thirty (30) days' notice, have exhausted all paid time, and the Library can accommodate the absence.

## ARTICLE 11 (Sick Leave)

(a) In the event of bona fide personal and non-service connected sickness or injury (for which no workers' compensation benefits are received), all full-time PO Employees shall be eligible for time off with pay in order that their income may be maintained during such period of bona fide incapacitation on the following basis. PU Employees shall be eligible for time off without pay.

(b) All full-time PO Employees who have completed at least one (1) full year of service and all part-time PO Employees regularly working twenty (20) or more hours per week who have completed at least one (1) year of equivalent service shall be eligible for twelve (12) paid sick days each year.

(c) PU Employees who have completed at least one (1) year of equivalent service shall be eligible for twelve (12) sick days without pay each year. Sick leave shall be used in the following sequence: current year's allowance; accumulation; leave granted in accordance with Article 11(h) and (i).

(d) New hires will be credited with one (1) sick day per month upon completion of each month of full-time service, not to exceed twelve (12) sick days in their first year. At the completion of the first twelve (12) months of employment, new hires will be credited with the pro-rated amount of sick leave for the remainder of the fiscal year. Unused days shall accumulate from year to year up to a maximum of one hundred and ten (110) days.

(e) Sick leave under this Article and personal leave under [Article 12](#) shall be credited and charged on the basis of hours. Days will be converted to hours by multiplying the number of hours per week scheduled to be worked as of July 1 by one fifth (1/5th). For example, an employee who works 28 hours per week would receive 28 divided by 5 or 5.6 hours for each sick day.

(f) Employees who take leave under the Family and Medical Leave Act for (a) their own illness; (b) the illness of family member; or (c) the birth/adoption of child shall use available sick leave, personal leave, and vacation time, to the extent it is available, before taking unpaid leave. For the employee's own serious illness, paid sick leave shall be used first. For the care of a seriously ill child, spouse, or parent; or for the birth/adoption of a child, an employee may use, in the order stated: personal leave, vacation leave, and up to one-half (½) of accrued sick days. Additional leave under the FMLA may be unpaid. Employees may reserve five (5) vacation days

and five (5) sick days for use in that year and shall not be required to use this reserved time during an FMLA leave.

(g) With the approval of the Library Director, employees may use up to five (5) sick days per year for the critical illness of immediate family members, if no other arrangements can be made for the care of such family members.

(h) The Library Director shall determine and grant what they consider to be the appropriate and reasonable additional, discretionary sick leave allowance for the following periods of continuous service:

<u>Service Period</u>	<u>Allowance</u>
Less than 3 months	5 days
3 to 6 months	10 days
6 months or more	14 days
1 year or more	30 days*

\*per fiscal year

For Employees with one (1) year or more of continuous service, said thirty (30) days includes the first twelve (12) days provided for in Article 11(b) and (c).

(i) The Town has implemented an employer paid long term disability plan as of January 1, 1997 that provides the following minimum benefits: a waiting period of 90 days, 40% salary continuation, a two-year benefit period if disabled from the employee's regular position and reasonable limitations on benefits thereafter. Employees may purchase optional coverage to increase the benefit to 60% of monthly salary. Employees may use accrued sick leave to supplement amounts paid under the long-term disability insurance coverage to cover the difference between the amount of the benefit and the employee's regular pay, but in no case may receive more than 100% of regular pay.

(j) Employees shall notify the Library Director on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated, and when they expect to return to work.

(k) The Employer may investigate and request a doctor's note based on a reasonable belief of abuse of sick leave. If deemed in the interests of the Town, the Library Director and/or the Human Resources Director shall have an independent doctor make an examination and report. Whenever an employee has undergone an inpatient surgical procedure, the Town will require a doctor's return-to-work certificate including the date the employee may return to work and identifying any work restrictions and their anticipated duration.

## ARTICLE 12 (Personal Leave)

(a) PO Employees shall be entitled to two (2) paid personal days per year to be used for any purpose. This Article does not apply to PU Employees.

(b) PO Employees may elect to convert up to two (2) sick days into paid personal days for each subsequent fiscal year, if they provide notice of an intent to do so to the Library Director or their designee by June 1.

(c) PO Employees shall be granted additional paid personal days to transact personal business according to the following schedule of sick leave usage:

<u>Sick Leave Used</u>	<u>Personal Leave</u>
July 1 - Dec. 31 = 0 days	1 day
January 1 - June 30 = 0 days	1 day
Possible Annual Total	2 days

(d) Up to two (2) personal days may be carried forward from fiscal year to fiscal year. Any personal days in excess of two (2) days will be forfeited without compensation at the start of the next fiscal year.

(e) Employees are expected to give as much advance notice as possible of intended use of personal days but in no event less than forty-eight (48) hours, except for emergencies, for which no advance notice is expected. Personal days shall be approved by the employee's Department Head at such times as, in their opinion, will cause the least interference with the performance of the regular work of the Library, but taking into account the preference of the individual employee. Such approval shall not be arbitrarily or unreasonably denied.

## ARTICLE 13 (Leaves of Absence)

Employees shall be entitled to Leaves of Absence without pay in accordance with [Policy and Procedure No. 6, Subject: Leaves of Absence](#) approved November 1971 and amendments thereto.

## ARTICLE 14 (Parental Leave)

(a) In accordance with Massachusetts General Laws, Chapter 149, Section 105D, a male or female PO Employee who has worked for the Employer for at least three (3) consecutive months is entitled to up to eight (8) weeks of unpaid parental leave from work for the purpose of giving birth, caring for a newborn, caring for a newly-placed child eighteen (18) years or younger or under the age of twenty-three (23) if the child is mentally or physically disabled, caring for a child placed with the employee pursuant to a court order, or for an intended or actual adoption. The employee shall give two (2) weeks' notice, or notice as soon as practicable if the delay is for reasons beyond the employee's control, of the employee's expected departure date and the employee's date of and intention to return to their job. Such an employee is entitled to return to

the same or a similar position, subject to the statutory exceptions, without loss of employment benefits for which the employee was eligible on the date the employee's leave commenced.

(b) In accordance with the 1993 Federal Family Medical Leave Act, as amended, an employee who has completed the probationary period and worked for 1,250 hours over the previous twelve (12) months, may be granted up to a total of twelve (12) weeks of unpaid leave in a twelve (12) month cycle for the reason listed in [Town Personnel Policy No. 6](#) and in accordance with the FMLA.

(c) Employees who take parental leave under the above provisions may use any accumulated sick leave benefits during or at the conclusion of the period of parental leave provided, however, that the employee submits a request for such intended use by the sixth (6th) week of such leave and that the use of accumulated benefits beyond the eight (8) week period does not extend the period of statutory protection. Where leave is taken for a reason specified in both the FMLA and Massachusetts Maternity Leave Act, the leave may be counted simultaneously against the employee's entitlement under both laws.

(d) Employees who take parental leave may apply for a leave of absence not to exceed one (1) year, to commence with the termination of their parental leave. Any such leave taken beyond an employee's accumulated sick leave shall be unpaid, subject to the provisions of Article 14(e). Whenever possible, the Employer shall offer the returning employee the same or similar position but without any obligation to reinstate the employee if such position is not available when the employee desires to return to work.

(e) In the case of exceptional medical circumstances, where an employee's physical condition and/or that of the employee's child as stipulated by the attending physician requires the employee to apply for additional leave beyond eight (8) weeks, such leave may be granted on the recommendation of the Library Director and approval by the Human Resources Director at full and/or partial pay.

#### ARTICLE 15 (Jury Pay)

The Employer agrees to make up the difference between an Employee's wages for the hours scheduled to work and the compensation received for jury duty on such day, provided the employee reports for work on each workday they are excused from jury duty and provided there remains four (4) hours on the employee's scheduled shift when the employee is excused. The employee shall deliver a certificate setting forth the amount received for jury pay to the Employer.

#### ARTICLE 16 (Funeral Leave)

(a) In the event of death in the immediate family of an employee (who has completed six (6) months of full-time or equivalent service), the employee will be granted paid leave at the straight time rate for the day of the funeral if it is a scheduled workday, and for a maximum of two (2) additional scheduled workdays for bereavement. An additional day with pay may be granted at the discretion of the Library Director when individual conditions warrant such action.

(b) "Immediate family" is defined as the spouse, parent, stepparent, child, stepchild, sibling, parent-in-law, sibling-in-law, grandparents of either employee or spouse, and grandchildren. The Library Director may also grant funeral leave when the employee has had a close, family-like relationship with the deceased person.

#### ARTICLE 17 (Group Insurance)

PO Employees shall be provided an opportunity to join the Town of Wellesley Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees and their eligible dependents, on a 50% contributory basis. Admission to membership in said plan shall be in accordance with the terms and conditions of the contract between the Employer and the insurance carrier.

#### ARTICLE 18 (Workers' Compensation)

In the event a PO Employee is incapacitated as the result of a bona fide injury or sickness arising out of and in connection with their service to the Town and for which workers' compensation benefits are payable, the employee shall be granted the difference between the workers' compensation payments and their regular straight time rate of pay on the same basis and procedures as set forth under [Article 11](#).

#### ARTICLE 19 (Rates of Pay)

(a) Classifications and rates of pay effective July 1, 2023 are set forth in Appendix B attached hereto and incorporated herein and reflect the following increases:

	<u>FY 24</u>	<u>FY 25</u>	<u>FY 26</u>
PO Employees	4.0%	3.0%	3.0%
PU Employees	4.0%	3.0%	3.0%

PU Employees shall be eligible for step increases effective July 1, 2021. To determine each PU Employee's starting step on July 1, 2021, the Employer shall credit prior service by dividing their total hours worked over the course of employment by the equivalent of one (1) year of full-time employment (1820 hours).

Wages shall be paid by direct deposit to one or more financial institutions designated by the employee and payroll remittance advices shall be delivered by email only. The Employer may transition to a bi-weekly payroll with ninety (90) days' notice to the Association and Employees.

(b) Employees who work less than the scheduled hours for their classification shall be paid for hours worked at an hourly rate. Employees who work more than the scheduled hours for their classification as set forth in [Article 8\(c\)](#) shall be paid for such work up to forty (40) hours per week.

(c) All PO Employees hired before July 1, 2017 in the classification "Circulation Assistant" shall be paid fifteen cents (15¢) per hour in addition to the hourly rate set forth in Appendix B. Employees hired after July 1, 2017 shall not be eligible for the fifteen cents (15¢) differential. Effective July 1, 2026, the fifteen cents (15¢) differential will cease for all employees, regardless of hire date.

(d) The rate of pay for overtime work for employees classified in Job Group L9 and below shall be one and one-half (1 ½) times their rate set forth in Appendix B. Employees in Job Group L 10 and above shall be entitled to pay for up to forty (40) hours of work per week. Compensatory time off with pay may, at the discretion of the employee, be granted to PO Employees in exchange for time worked in excess of the normal workday or workweek with the prior approval of the Library Director. A maximum number of two hundred and forty (240) hours may be accumulated.

(e) An employee may be hired at any step except that no employee shall be hired at any step above an employee with comparable qualifications and experience in the classification for which the employee is being hired. A new employee may advance one (1) step at the end of their first twelve (12) months of employment (PO Employees) or its equivalent of 1820 hours (PU Employees) on the recommendation of the Library Director or their designee. On the recommendation of the Library Director or their designee, an employee with a satisfactory performance record shall be eligible for one (1) step increase each year (PO Employees) or its equivalent of 1820 hours (PU Employees) from the date of the last step increase that was not a general increase, but no more, until the maximum step of their classification is reached.

(f) Should an employee be denied a step increase upon the review of their performance by the Library Director or their designee, such employee shall be informed in writing of the reason(s) for such denial.

(g) When an employee is promoted to a higher-rated job, they shall start at the lowest step of the new group for which the hourly rate is greater than their current rate. An employee may also receive a one (1) or two (2) step increase at the time of their promotion on the recommendation of the Library Director or their designee. The employee shall be notified of the proposed rate of pay before being asked to accept the promotion.

(h) Employees who have been called back to work and remain on duty until properly relieved shall receive not less than two (2) hours pay at their overtime rate of pay.

(i) Before hiring an employee to fill a permanent vacancy in a position covered by the Agreement, the Library Director will post a Notice of Vacancy on the bulletin board for a period of not less than five (5) working days. The Association shall be provided a copy of the notice at the time of posting. Employees who wish to apply for the vacancy shall so indicate by personally signing the posted Notice of Vacancy whenever practicable. Probationary employees and employees who have received a classification change within the preceding twelve (12) months may apply. If in the reasonable opinion of the Library Director the qualifications of the applicants are equal, the qualified applicant with the longest service in the Library shall have

preference for the position. In the event there are no qualified applicants, the vacancy may be filled by the Library Director, as they deem appropriate. If within thirty (30) to ninety (90) working days of assignment to the vacancy the Library Director determines the performance of the employee thus selected is unsatisfactory, the employee shall be returned to their previous rate and classification without prejudice.

(j) Employees shall not be transferred or reclassified for punishment or discriminatory reasons.

(k) PO Employees hired before July 1, 2017 shall be paid a differential of two dollars (\$2.00) per hour for all scheduled hours worked between the hours of 5:00 p.m. and 6:00 a.m. in any workday and for all hours worked on Saturday. PO Employees hired after July 1, 2017 shall not be eligible for the two dollars (\$2.00) per hour differential. All PO custodial Employees, including custodial Employees hired after July 1, 2017, will continue to receive the two dollars (\$2.00) per hour differential.

(l) PO Employees who on July 1 have completed the following years of continuous service with the Town shall be paid in the first pay week of the September immediately following said July 1 an additional amount for service rendered in recognition of their long service to the Town as follows:

Years of Service	27.5-40 hours per week	20-27.4 hours per week	< 20 hours per week
10 through 14 years	\$500.00	\$300.00	\$225.00
15 through 19 years	\$750.00	\$450.00	\$350.00
20 through 24 years	\$1,000.00	\$600.00	\$450.00
25 through 29 years	\$1,250.00	\$750.00	\$575.00
30 years or more	\$1,500.00	\$900.00	\$700.00

Hours per week shall be the employee's regularly scheduled hours per week as of July 1. In the event an employee entitled to such additional payment is terminated for any reason before the September payment date, such additional pay will become due and payable upon termination.

#### ARTICLE 20 (Posting of Notices)

The Employer will provide a bulletin board for the publication of notices and no notices shall be posted except on such board. No change shall be made in any notice posted. Notices shall not be detrimental to either the Employer or the Association.

## ARTICLE 21 (Probationary Period)

The first six (6) calendar months of continuous employment after the initial hiring date into a bargaining unit position shall be considered a probationary period. At the Library Director's discretion, the probationary period may be extended an additional three (3) months with notification to the Employee and the Association. After four (4) calendar months, the Employee shall be evaluated and advised of what improvements, if any, are necessary. Until a new Employee has completed this six-month probationary period, they may be discharged at the sole discretion of the Employer. No such discharge may be made the subject of the grievance or arbitration provisions of this Agreement and an arbitrator shall be without authority to hear such grievance or to order any remedy.

## ARTICLE 22 (Layoff)

If reduction in staff numbers is made, the following guidelines shall be followed:

- (a) In no event shall layoffs reduce the number of PO bargaining unit positions to fewer than one-half ( $\frac{1}{2}$ ) of the total bargaining unit positions.
- (b) Layoff shall be made on the basis of the following three criteria: length of service, anticipated needs of the library, and the employee's personal qualifications, which shall include performance, experience, ability, and education. When two (2) or more employees in the same classification are equally qualified, seniority shall be the determining factor. Layoffs shall be by job classification. One (1) months' notice shall be given by the Employer to all Employees scheduled for layoff. A reduction in regularly scheduled hours shall not constitute a layoff with the exception of when a PO Employee's regularly scheduled hours are reduced to less than twenty (20) hours per week.
- (c) An Employee selected for layoff or a PO Employee whose regularly scheduled hours are reduced to less than twenty (20) hours per week may attempt to bump into a single same or lower-rated position where such person is qualified to fill the position and has more seniority than the incumbent, except that a PU Employee may not bump a PO Employee. If the employee selected for layoff satisfies the foregoing criteria, they may compete to bump the incumbent under the standards used to select an employee for layoff. An employee bumping into another position assumes the hours, benefits, and pay rates of the position into which they bump. If a PO Employee bumps another PO Employee, the "bumper" retains their prior step level. No employee shall be bumped without two (2) weeks' notice. No employee may bump into more than one position (i.e. no combination of positions or hours). In the event that a PO Employee bumps a PU Employee, any accrued vacation shall be paid out to the "bumper" at that time, but no paid sick or personal leave shall be retained.
- (d) Reinstatement of an employee whose position was eliminated or reduced from twenty (20) hours or more to less than twenty (20) hours shall be made in reverse order of the layoff for a period of up to three (3) years. The employee shall be reinstated to the position or comparable position from which they were laid off and shall have all lost sick or personal leave reinstated.

(e) Once the Employer has determined that a layoff or reduction in hours will occur, it will announce those positions and corresponding hours to be affected.

(f) Any employee bumping into another position shall have ninety (90) days to demonstrate their ability to perform the job. If, in the opinion of the Library Director, the employee has not demonstrated such ability, or if the employee elects not to continue in the position, notice shall be provided to the appropriate party, in writing, following the conclusion of the 90th day following entry into the position.

## ARTICLE 23 (Settlement of Grievances)

A grievance is any disagreement arising out of the administration or application of any term(s) of this Agreement which have not been resolved through informal discussions with the employee's immediate supervisor. Grievances shall be advanced to the Employer by the Association in writing and submitted on the official grievance form.

(a) The Employer and the Association expect employees and supervisors to make a sincere effort to reconcile their differences. The following procedures are established for settlement of grievances:

(1) The grievance must contain the following information:

- (i) A statement of the grievance which cites that part of the Agreement which has been violated;
- (ii) A statement of remedial action or relief sought;
- (iii) Evidence (documentary, if available) to support the grievance;
- (iv) A statement of reasons why aggrieved believes the remedy should be granted.

(2) The grievance must be signed by the aggrieved and the Association Representative and must be submitted to the Library Assistant Director within twenty-one (21) calendar days after the occurrence of the matter which gave rise to the grievance, unless the participants mutually agree that additional time to file the grievance will be allowed. If the aggrieved employee works under the direct supervision of the Library Director, the grievance shall be submitted to the Library Director. The Library Assistant Director or Library Director must make their decision within fourteen (14) calendar days after receipt of all pertinent data, unless the participants mutually agree that additional time to answer will be allowed.

(3) Should the grievance remain unsettled, it must be presented to the Library Director within fourteen (14) calendar days after the decision of the Library Assistant

Director or Library Director, otherwise the matter will be considered as resolved unless the participants mutually agree that additional time to present the grievance will be allowed. The Library Director must make their decision within fourteen (14) calendar days after the receipt of all pertinent data, unless the participants mutually agree that additional time to answer be allowed.

(4) Should the grievance remain unsettled, it may be referred to the Human Resources Board within twenty-one (21) calendar days after the decision of the Library Director, unless the participants mutually agree that additional time to refer the grievance will be allowed; otherwise the matter will be considered to be resolved. The Human Resources Board or its authorized representative, the employee, and the Association Representative will meet within twenty-one (21) calendar days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance. Within twenty-one (21) calendar days after the discussion, the Human Resources Board or its authorized representative shall send a written response to the Association.

(5) Within twenty-one (21) calendar working days after receipt of the decision by the Human Resources Board or its authorized representative or if no response is received within the time limits specified, either party may request arbitration of such grievance.

(b) The parties will attempt to reach agreement on the selection of an arbitrator. If the parties are unable to reach such agreement within twenty-one (21) calendar days after the request for arbitration, either party may file a demand for arbitration with the American Arbitration Association (AAA) for the selection of an arbitrator. Whether the arbitrator is picked privately between the parties or through the AAA procedures, arbitration proceedings shall be governed by the rules and regulations of the AAA. The decision of the arbitrator shall be rendered within thirty (30) days of the closing of the record in the proceeding, but such period may be extended by mutual agreement of the parties. The award of the arbitrator shall be final and binding on the parties. The arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this Agreement. Furthermore, the arbitration award shall be one such as is permitted by law and the regulations and policies of the Commonwealth of Massachusetts applicable to the Employer, the Employees, and the Association.

(1) The grievance as stated in the Request for Arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing.

(2) No employee shall have the right to require arbitration, that right being reserved to the Employer and the Association.

(3) The Employer will make available to the arbitrator, upon request, records which are pertinent to the grievance and are not, in the opinion of the Employer, of a confidential nature.

(4) Each party shall bear the expense of preparing and presenting its own case. The costs of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

#### ARTICLE 24 (Professional Development)

The professional development fund shall be maintained. The annual contribution shall be \$2,500, which shall not be taken from previously established trust funds for this purpose. The fund shall provide opportunities for employees represented by the Association for professional development seminars, conferences, tuition, and course books. A committee consisting of the Library Director or their designee and supervisors shall be formed to review and decide requests by employees for disbursements from the professional development fund. Any initial approved disbursement shall not exceed \$500 per employee per fiscal year and \$500 of the fund shall be retained each fiscal year to be used at the discretion of the Library Director for professional development for employees. If the fund has not been expended by May 1, remaining amounts shall be divided among past recipients from that fiscal year to meet expenses incurred beyond the initial \$500 disbursement.

#### ARTICLE 25 (Legislation)

Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (Federal, State, or Town Bylaw), or should any provision of this Agreement be found to be in violation of any Federal or State Law or Town Bylaw, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

#### ARTICLE 26 (Effect of Agreement)

(a) This instrument constitutes the entire Agreement of the Employer and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

(b) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(c) 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 terms and conditions of this Agreement.

(d) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(e) Where this Agreement requires the appropriation of funds on the part of the Employer to effect the carrying out of any provision hereof, to that extent this Agreement is subject to such action as may be taken by the Town Meeting pertaining to the required appropriation or appropriations.

#### ARTICLE 27 (Association Meetings)

The Association may, with sufficient advance notice to the Library Director and on a date approved by the Library Director that would be least disruptive to the operations of the Library, have one (1) Association meeting per year during Library hours during years in which the collective bargaining agreement does not expire. In years in which the collective bargaining agreement does expire, the Association may hold two (2) membership meetings and one (1) executive meeting. Said meetings may only occur on a day and time mutually agreed to by the Association and Library Director and shall not exceed one (1) hour. During the meeting times, the Library shall be staffed by “on-call” personnel and shall not count towards the payment of overtime for Association members.

#### ARTICLE 28 (Duration)

This agreement shall become effective July 1, 2023, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2026.

In witness thereof, the Employer has caused this instrument to be duly executed by its authorized designees and the Association acting on behalf of the employees has caused this instrument to be signed by its proper officers hereunder duly authorized this 9th day of January, 2024.

TOWN OF WELLESLEY  
SELECT BOARD

Thomas H. Ingold  
Olivia E. Anne

Elizabeth Sullivan Woods  
Tom Molony  
Linn Marie Hagy

BOARD OF LIBRARY TRUSTEES

Marla Robinson, Chair  
Marla Robinson, Chair (Jan 15, 2024 22:03 EST)  
Chair

WELLESLEY FREE LIBRARY  
STAFF ASSOCIATION

ADP

Annette Diola (Jan 16, 2024 16:29 EST)  
Annette Diola, President

## **APPENDIX A – Authorization for Payroll Deduction**

### **MEMBERSHIP IN THE WELLESLEY FREE LIBRARY STAFF ASSOCIATION**

I hereby request to join and voluntarily accept membership in the Wellesley Free Library Staff Association, which will continue from year to year. I agree to pay union dues as a condition of membership owing at the start of each year and payable by payroll deduction, if authorized below. Eligibility for membership is defined in the WFLSA Constitution and By-Laws.

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Signature

---

Name (printed)

---

Date

### **AUTHORIZATION FOR PAYROLL DEDUCTION**

I hereby request and authorize the Town of Wellesley to deduct from my earnings each payroll period the amount equal to 1% of my salary at the time of the deduction. This amount shall be paid to the Treasurer of the Wellesley Free Library Staff Association via electronic transmission from the Town of Wellesley and represents payment of my union dues.

This authorization is irrevocable for a period of one (1) year from the date signed. This authorization may be revoked thereafter by giving written notice to my Employer, with a copy to the Treasurer of the Wellesley Free Library Staff Association, at least sixty (60) days in advance.

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Signature

---

Name (printed)

---

Date

## **APPENDIX B – Rates of Pay**

Schedule effective July 1, 2023  
FY24 – 4%

<b>Job Title</b>	<b>GROUP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Librarian	L-14	30.36	31.57	32.84	34.15	35.53	36.94	38.41	
Facility Supervisor	L-9	29.30	30.46	31.71	32.98	34.28	35.68	37.11	
Technology and Innovation Assistant	L-7	26.89	27.96	29.09	30.24	31.45	32.70	34.02	
Cataloging Specialist Acquisition Specialist	L-6	22.43	23.34	24.28	25.26	26.27	27.28	28.39	29.56
Library Assistant	L-4	20.83	21.65	22.53	23.41	24.36	25.32	26.35	27.42
Custodian	C-4	23.06	23.97	24.93	25.93				

Schedule effective July 1, 2024  
FY25 – 3%

<b>Job Title</b>	<b>GROUP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Librarian	L-14	31.27	32.52	33.83	35.18	36.59	38.05	39.56	
Facility Supervisor	L-9	30.18	31.38	32.66	33.97	35.31	36.75	38.22	
Technology and Innovation Assistant	L-7	27.70	28.79	29.96	31.15	32.39	33.68	35.04	
Cataloging Specialist Acquisition Specialist	L-6	23.11	24.04	25.01	26.02	27.06	28.10	29.24	30.44
Library Assistant	L-4	21.46	22.30	23.21	24.11	25.09	26.08	27.14	28.25
Custodian	C-4	23.75	24.69	25.68	26.71				

Schedule effective July 1, 2025  
FY26 – 3%

<b>Job Title</b>	<b>GROUP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Librarian	L-14	32.21	33.50	34.84	36.23	37.69	39.19	40.75	
Facility Supervisor	L-9	31.08	32.32	33.64	34.99	36.37	37.86	39.37	
Technology and Innovation Assistant	L-7	28.53	29.66	30.86	32.09	33.36	34.69	36.09	
Cataloging Specialist Acquisition Specialist	L-6	23.80	24.76	25.76	26.80	27.87	28.94	30.12	31.36
Library Assistant	L-4	22.10	22.97	23.90	24.84	25.84	26.87	27.96	29.09
Custodian	C-4	24.46	25.43	26.45	27.51				

### **Side Letter – Sick Leave Bank**

Purpose - A voluntary program to provide additional paid leave to full-time, union-member employees who have used up their other benefits.

Establishment - The bank will be established through the voluntary contribution of a minimum of two sick days per year for the first three years and one for each following year, up to a maximum of four sick days, by participating full-time employees.

Enrollment - Open enrollment will be in June of the fiscal year. New employees will be eligible to join after one year of employment. In order to remain a member in good standing, members need to reapply for membership every year.

Membership eligibility, obligations, and limitations - All benefits eligible, full-time union members are eligible to join upon hire and again at the end of each fiscal year and can use the bank after passing their six-month probationary period or after six months of membership in the bank. Full-time employees are required to contribute a minimum of two sick day per year for the first three years, and a minimum of one day each year thereafter to be eligible to participate.

Members waive all claims to their sick time once it is donated to the bank, including monetary or retirement-related value those days may hold.

Sick bank leave cannot be used for illness of family members, disabilities which qualify for workers' compensation benefits, or bereavement leave, and will only be granted after all other benefits have been exhausted.

Donations - To be a member of the sick bank, employees must fill out a membership form annually and donate a minimum of one sick day annually.

Employees may donate up to four sick days per year and are not allowed to have fewer than 10 personal sick days remaining after donation.

After the second year from the formation of the bank, if the sick leave bank falls below 15 days, the committee is allowed to hold a special donation period to request donation of more hours.

Employees who want to donate hours to the sick leave bank, must fill out a donation form.

Sick bank committee shall verify the hours are available and then forward the form to the library director and human resources for processing.

Members may not designate a particular member to receive their sick leave.

Donations to the sick bank count as "use" of sick time and make members ineligible for the bonus personal day granted for not using any sick days in a fiscal year.

Administration - Bank will be administered by a committee made up of one union member, one town representative and one person mutually agreed upon by the town and union. The committee will be responsible for making determinations of qualification of use of the sick bank, reporting usage and for reviewing the policies and operations of the bank on an annual basis.

Proposed changes to sick bank policies and procedures will be brought up at union contract negotiations.

Approval to use leave from the sick bank is discretionary and all decisions of the committee as to benefits allowed or denied shall be final and binding on the employee and are not subject to grievance.

Withdrawals - Full-time employees can only access the bank after all other available benefits are exhausted and they have filed the appropriate paperwork requesting sick bank time.

If you are planning on using sick-bank time for an expected illness, a request must be submitted at least 14 days in advance. A request with doctor's signature may be required.

Withdrawals are allowable after membership has been established and the employee's probationary period of work has passed.

In no case will the granting of leave cause an applicant to receive more than his/her annual salary.

The sick bank is unable to guarantee timely payment. The dates of payment and amount are determined by the payroll schedule.

Maximum days allowed - Hours and days will be calculated on a prorated basis based upon regular hours worked. Full-time, eligible employees will have a maximum of 10 days allowable per fiscal year.

### **Side Letter – Additional Hours**

Where the Employer has notice of an absence at least thirty (30) days in advance, it will notify all bargaining unit members by email of the available additional hours and they will have two (2) days from the date of the email to indicate a desire to work. Employees who have done so will be granted the additional hours by seniority, provided they are qualified for the position and the additional hours will not result in overtime. Employees who receive additional hours under this Side Letter but do not fulfill their obligation may be removed from future lists.

# Wellesley-WFLSA CBA Staff Unit 2023-2026 FINAL

Final Audit Report

2024-01-16

Created:	2024-01-12
By:	Paige McKissock (pmckissock@segalroitman.com)
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2024-01-16 - 3:03:18 AM GMT- IP address: 73.17.105.135
-  Document e-signed by Marla Robinson, Chair (marlarobinson@comcast.net)  
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