

**MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF WATERTOWN
AND
AFSCME, COUNCIL 93
(LIBRARY UNION)**

The Town of Watertown and the American Federation of State, County and Municipal Employees, Council 93 hereby agree, subject to appropriation by the Town Council, to one (1) and three (3) year collective bargaining agreements effective July 1, 2009 through June 30, 2010 and July 1, 2010 through June 30, 2013, respectively, which shall contain the same terms and conditions as the parties' most recent agreement, except as modified by the following:

July 1, 2009 – June 30, 2010 (one year agreement)

1) **BASE WAGE INCREASES**

FY 2010 – no increase to base wages.

2) **ARTICLE 40 (DURATION)**

Update to reflect one (1) year agreement effective July 1, 2009 through June 30, 2010.

July 1, 2010 – June 30, 2013 (three year agreement)

3) **GENERAL**

Replace references to Library Trustees with Library Director throughout CBA to reflect changes in Town Charter. As related to Article 9, Grievance Procedure, Level Three will be deleted in its entirety and the references to the Board of Trustees and Subcommittee in Level Four will be replaced with references to the Library Director and the references to Level Three will be replaced with references to Level Two.

4) **BASE WAGE INCREASES**

Increase base wages as follows:

0% - Effective July 1, 2010

2.5% - Effective July 1, 2011

2.5% - Effective July 1, 2012

5) **ARTICLE 3, SECTION F (NEW) (RESPONSIBLE UNION-TOWN RELATIONSHIP)**

Add new section to read as follows:

“The Town will allow twenty (20) hours, in the aggregate, of paid release time for Union officers and representatives to attend AFSCME, Council 93 trainings, conventions, grievance review meetings and other AFSCME Council 93 business each fiscal year. Requests for such leave must be submitted to and approved by the Library Director prior to the employee taking the leave. Such approval shall not be unreasonably denied, although the parties agree that the Library Director shall have the discretion to deny such requests if the granting of the leave would create a coverage issue at the Library that would have to be filled.”

6) ARTICLE 14, SECTION 5 (VACATION LEAVE)

Effective thirty (30) days from the Union's June 11, 2013 ratification vote, replace current section with the following (new language in **bold**):

"The Director of the Library shall grant vacation leave as prescribed above at such times during the calendar year as will best serve the public interest and convenience. No vacation requests will be unreasonably denied. Employees may indicate their preference for a summer vacation period by submitting a request in writing to the Director before May 15th. Preference for summer and Christmas vacation leave or any such leave requiring a deadline for submission, shall be given to employees on the basis of their years of service in the Library. Requests for other periods of vacation of one week or more should be submitted at least thirty (30) days prior to the proposed commencement of such vacation period, whenever possible, and will be granted on a first-come, first-served basis. In the event that leave requests for the same date(s) are requested from two or more members of the same department simultaneously, the preference shall be given to the employee with the longer term of service.

During the months of July and August, if an employee's vacation request falls within the employee's regular Friday night and/or Saturday duty rotation and the employee ordinarily would have been permitted by the Director to utilize vacation leave to cover said request, the employee's first such request falling within said months will be approved notwithstanding the employee's inability to find another employee who is willing to swap the affected Friday night and/or Saturday duty shift(s). In order to have such vacation request approved, the employee must first make all reasonable efforts to find another employee who is willing to swap shifts. For purposes of this exception, a "vacation request" shall include single day requests, consecutive day requests and requests of one (1) or two (2) consecutive weeks. Use of this exception shall only be available to an employee once per year and for vacation days that fall within July or August only."

7) ARTICLE 15, SECTION A(1) (SICK LEAVE)

Effective upon implementation of CBA, change "two hundred and forty (240) working days" with two hundred and fifty (250) working days".

8) ARTICLE 15, SECTION A(5) (SICK LEAVE)

Revise second sentence to read as follows: "Family sick leave allowed under subsection (b) above shall be limited to ten (10) working days per fiscal year."

9) ARTICLE 15, SECTION B (UNPAID SICK LEAVE)

Replace current language with the following:

"The Library Director may grant to employees who qualified for leave under the FMLA with up to three (3) months of unpaid sick leave beyond their FMLA entitlement in cases where such employees, due to long-term illness, have used all their available sick leave credit and vacation leave credit and after substantiation of the medical condition. For employees who do not qualify for leave under the FMLA, the Library Director may to grant to such employees up to three (3) months of unpaid sick leave in cases where such employees, due to long-term illness, have used all their available sick leave credit and vacation leave credit and after substantiation of the medical condition. Non-FMLA eligible employees may request

and the Library Director may grant up to an additional three (3) months of unpaid sick leave upon substantiation of the medical condition.”

10) ARTICLE 19 (FAMILY AND MEDICAL LEAVE & SMALL NECESSITIES LEAVE)
Delete “of 1993”.

11) ARTICLE 24 (LONGEVITY)

Effective July 1, 2012, increase existing longevity amounts by the following amounts:

5-9 years	\$100.00
10-14 years	\$100.00
15-19 years	\$150.00
20-24 years	\$200.00
25-30 years	\$250.00
30+ years	\$300.00

12) ARTICLE 27, SECTION B (OVERTIME AND SUNDAY DUTY)

Effective thirty (30) days from the Union’s June 11, 2013 ratification vote, replace current section with the following:

“If a full-time, non-exempt employee is asked to work additional shifts beyond the scheduled thirty-seven (37) hour week, but excluding Sunday shifts, management may offer either overtime pay at the regular rate of pay up to 40 hours and thereafter a rate of time and a half, or compensatory time off at a time to be determined at the discretion of the Director, such time not to be unreasonably withheld. All overtime must be preapproved by the Director.

To the extent practicable, Sunday assignments shall be made on a voluntary basis. Time worked on Sundays will be paid at a rate of time and a half. Each department head will be responsible for obtaining the necessary Sunday coverage for his/her department. Open shifts will be filled on a clerical for clerical and professional for professional basis and any existing restrictions on Sunday assignments will continue. Bargaining unit employees will be given the right of first refusal to volunteer for open Sunday shifts during the period between sixty (60) and thirty (30) days that precedes the date of the open shift. If any Sunday shifts remain unfilled thirty (30) days prior to the date of the open shift, said shifts will also be made available to temporary employees and will thereafter be filled on a first come, first served basis.”

13) ARTICLE 27, SECTION C (FRIDAY AND SATURDAY DUTY)

Effective thirty (30) days from the Union’s June 11, 2013 ratification vote, replace current section with the following:

“Friday night and Saturday shifts will be respectively scheduled among the public service staff on an every third week rotating basis. On those weeks when an employee’s rotation calls for him/her to work a Friday night shift, the employee will not be scheduled to work the Saturday that immediately follows said shift. On those weeks when an employee’s rotation calls for him/her to work a Saturday shift, the employee will not be scheduled to work the Friday night that immediately precedes said Saturday shift.”

14) ARTICLE 27, SECTION F (SCHEDULE CHANGES)

Effective thirty (30) days from the Union's June 11, 2013 ratification vote, replace current section with the following:

"Beginning thirty (30) days from the Union's June 11, 2013 ratification vote, the Library will utilize a year round schedule of hours for the Library instead of a Fall/Summer schedule. Notice of any changes in an employee's schedule shall be given to Union members and the Union no later than thirty (30) calendar days prior to implementation. However, the parties may agree to waive the thirty (30) calendar day notice."

15) ARTICLE 27, SECTION G (AVAILABLE HOURS)

Effective thirty (30) days from the Union's June 11, 2013 ratification vote, replace current section with the following:

"Except as limited by the provisions of Section B above, permanent part-time employees shall be offered available hours, with the right of refusal, before any temporary employee is offered the same."

16) ARTICLE 30, SECTION B (TRANSPORTATION EXPENSE)

Effective upon implementation of CBA, change private auto reimbursement rate from "reimbursed at \$.315 per mile" to "reimbursed at IRS mileage rate in effect at time expense incurred".

17) ARTICLE 36, SECTION B (NEW) (WEATHER)

Add new section to read as follows:

"In the event that the Town determines that the Library should be closed for weather related reasons, the Town will attempt to notify employees of such closing via the Town's reverse 911 telephone system utilizing the telephone number that was provided to the Town by the employee for such purposes."

18) ARTICLE 37 (IN-SERVICE TRAINING)

Revise the second sentence to read as follows: "At the discretion of the Director, the library may be closed for the duration of the training and all staff will be required to attend unless his or her absence is approved by the Director of the Library."

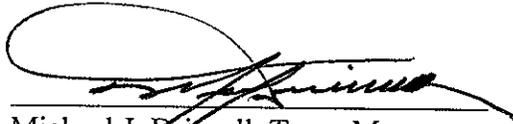
19) ARTICLE 40 (DURATION)

Update to reflect three (3) year agreement effective July 1, 2010 through June 30, 2013.

20) RETROACTIVITY

Only individuals who were members of the bargaining unit at the time of ratification of the successor collective bargaining agreement or who retired during the period covered by the agreement shall be eligible to receive any retroactive amounts to be paid under said agreement.

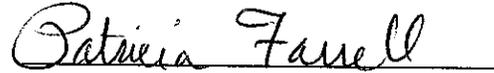
For the Town of Watertown



Michael J. Driscoll, Town Manager

Dated: JUN 11, 2013

For AFSCME, Council 93



Dated: 6/11/13

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