

**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 a three (3) year collective bargaining agreement effective July 1, 2013 through June 30, 2016 which shall contain the same terms and conditions as the parties' most recent agreement, except as modified by the following:

1) BASE WAGE INCREASES

Increase base wages as follows:

2.5% - Effective July 1, 2013

2.5% - Effective July 1, 2014

2.5% - Effective July 1, 2015

2) ARTICLE 1, SECTION B (UNIT COMPOSITION)

Revise Section B to read as follows:

"Section B. Unit Composition

Included in the Bargaining Unit for the purposes of this Agreement shall be all permanent employees of the Watertown Free Public Library in the professional position of librarian, all permanent clerical employees and all permanent "specialist" employees (public relations/web master, help desk/technology), including all permanent part-time employees."

3) ARTICLE 13, SECTION 1 (HOLIDAYS)

Add following language to the end of existing section:

"To the extent that such proportion would result in a permanent part-time employee receiving less pay for the holiday under this provision than they would have otherwise received if the employee had worked his/her regularly scheduled hours for the day, the employee will be permitted to make up the additional hours during the pay period in which the holiday falls. To do so, said employee must notify the Library Director of his/her desire to make up the hours at least fourteen (14) days prior to the date of the holiday."

4) ARTICLE 14, SECTIONS 1 AND 2 (VACATION LEAVE)

Revise Sections 1 and 2 to read as follows and renumber Article 14 accordingly:

"1. Following successful completion of the probationary period, newly hired permanent, full-time employees shall be initially granted seventy-four (74) hours of vacation time. Thereafter, each permanent, non-probationary, full-time employee with up to 25 years of continuous service accrues vacation time at the rate of 12 1/3 hours per month of completed service (148 hours or 4 weeks per year) up to a maximum accumulation of 5 weeks (185 hours). After 25 full years of continuous service, all permanent, full-time employees accrue vacation time at the

rate of 15.4 hours per month of completed service (185 hours or 5 weeks total) up to a maximum accumulation of 6 weeks (222 hours). Vacation leave earned shall be accumulated monthly and made available as it accrues. No accrual or accumulation is allowed beyond the stated maximums.”

5) ARTICLE 14, SECTION 4 (VACATION LEAVE)

Revise Sections 4 to read as follows and renumber Article 14 accordingly:

“4. Following successful completion of the probationary period, newly hired permanent, part-time employees whose hours follow a regular weekly schedule of an average of twenty (20) hours shall be initially granted vacation hours in such proportion as their part-time service bears to full-time service in the Library. Thereafter, such permanent, non-probationary part-time employees shall be entitled to receive vacation periods, without loss of pay, in such proportion as their part-time service bears to full-time service in the Library.”

6) ARTICLE 14, SECTION 5 (VACATION LEAVE)

Revise Section to read as follows:

“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.”

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

Replace “calendar days” with “consecutive days.”

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

Replace existing language with sick leave bank language based on current Town Hall Associates contract with additional language that probationary employees are not eligible.

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

Add a section that requires a Department Head to be present each Sunday. As presently staffed, a six (6) person rotation will be used for such purposes and the Department Heads will have the discretion to schedule such shifts among themselves within said rotation.

10) ARTICLE 31, SECTION B (VACANCIES AND JOB POSTINGS)

Revise first sentence to read as follows:

“When a position becomes vacant, notification of such vacancy shall be posted on staff bulletin boards and distributed to each contractual individual on the staff in all agencies on or before the date that the vacancy is advertised inviting applications from qualified candidates.”

11) ARTICLE 36, SECTION C (NEW) (WEATHER)

Add new Section C as follows:

“In the event that the Watertown Public Schools are closed due to inclement weather, the usual minimum notice requirements for employee time off requests shall not apply and vacation time may be utilized in one (1) hour increments on such days.”

For the Town of Watertown

For AFSCME, Council 93

Michael J. Driscoll, Town Manager

Dated: _____

Ruth-Ellen Bradshaw, President

Karen S. Robbins, Treasurer

Pauli Stern, Vice President

Dated: 3/31/15

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