

**MEMORANDUM OF AGREEMENT #3
BETWEEN
TOWN OF WILBRAHAM
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98**

(Professional Librarians Unit)

**(JULY 1, 2017 – JUNE 30, 2020)
(FY2018-FY2020)**

WHEREAS, the Town of Wilbraham (the “Town”) and the International Union of Operating Engineers, Local 98 (the “Union”) are parties to a collective bargaining agreement entitled, “Agreement between Town of Wilbraham and the International Union of Operating Engineers, Local 98” (the “Collective Bargaining Agreement”), the duration of which is July 1, 2014 through June 30, 2017;

WHEREAS, the parties have reached agreement on a successor collective bargaining agreement;

NOW THEREFORE, the parties hereby agree that the successor Agreement between the Town and the Union shall consist of the Collective Bargaining Agreement between the Town and the Union in effect from July 1, 2014 to June 30, 2017, except as specifically modified below.

(Note: New language in existing articles appears in *italics*; deleted existing language appears in ~~strikethrough~~. The *italics* and ~~strikethrough~~ fonts reflect agreed upon changes and will not be used in the integrated Collective Bargaining Agreement.)

1. ARTICLE 1. RECOGNITION

The parties agree to amend Article 1 by deleting the existing language and replacing it with the following:

“The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full-time professional employees and regular part-time professional employees who are regularly scheduled to work twenty (20) or more hours per week and who are employed by the Town of Wilbraham in the Library in the following classifications: the Adult Services Librarian, the Children’s Librarian, and the Teen Services/Young Adult Librarian (formerly referred to as the “Assistant Children’s Librarian”), but excluding the classifications of Library Director, Assistant Library Director, all managerial employees, all supervisory employees, casual employees, confidential employees, and all other employees of the Town of Wilbraham.”

2. ARTICLE 3. UNION DUES

The parties agree to amend Article 3 by deleting the existing language and replacing it with the following:

“ARTICLE 3
UNION DUES

3.01 The Employer shall deduct regular Union dues in the amount authorized by the employee, from the employee’s regular paycheck for each payroll cycle. The amounts deducted shall be sent to the Union’s office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

3.02 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union.

3.03 Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF

I authorize the Town of Wilbraham to deduct Union Dues, in the amounts specified by the Union, from my regular paycheck and to remit that money to the International Union of Operating Engineers, Local 98.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature

Name:

Address:”

3. ARTICLE 4. MANAGEMENT RIGHTS

The parties agree to amend the existing Management Rights article set forth in Article 4 by expanding it as follows (proposed amendments in *italics* and ~~strikethrough~~):

“4.01 The Union recognizes that the Town of Wilbraham must operate efficiently and economically and may exercise its management rights without bargaining with the Union. The Union recognizes the right of the Town to operate and manage the Town efficiently, including, but not limited to,

- a) the right to require efficient standards of performance and maintain discipline, order, and efficiency;
- b) to determine duties to be performed and performance standards and work methods;
- c) to direct employees and determine assignments;
- d) to assign, change, and/or reassign from time to time employees to shifts;
- e) to schedule work;
- f) to transfer, including without limitation the choice of which employee(s) will be transferred, the duration of such transfer(s) and to where the employee(s) will be transferred;*
- g) to determine the quantity and types of equipment to be used, including the institution, from time to time, of technological changes;
- h) to revise processes, systems or equipment from time to time;
- i) to introduce new methods, equipment and job classifications;
- j) to determine new employee classifications *and job title*;
- k) to determine and interpret new and existing job descriptions;*
- l) to determine staffing requirements;*
- m) to operate and direct the affairs of the Town Library in all of its various aspects;*
- n) to determine the level of services to be provided;*
- o) to determine the quality and quantity of work to be performed and the location for the work site;
- p) to increase, diminish, change or discontinue operations, in whole or in part;*
- q) to determine whether the whole or any part of the Town's services shall continue to operate;
- r) to select and hire employees;
- s) to appoint and promote employees and to determine qualifications for positions and requirements for such positions and for the selection of employees to those positions;
- t) to demote, suspend, discipline or discharge employees, and in the case of permanent employees, subject to just cause;
- u) to lay off employees due to lack of funds or work or for any other reason;

- v) to recall employees;
- w) *to evaluate employees, which evaluation right shall include the establishment of the evaluation instrument, the frequency of the evaluations and the conducting of verbal and written evaluations to employees, subject to Article 26, C.;*
- x) to determine which employees will perform certain work assignments;
- y) to alter, add, or eliminate existing methods, equipment, programs or facilities, from time to time;
- z) to determine from time to time the number of employees on an assignment, shift or in a department;
- aa) to train employees;
- bb) *to assign and change from time to time work assignments for employees;*
- cc) *to create and change shifts, including establishing and changing from time to time shift times, and determining the number of shifts and the changing of the number of shifts;*
- dd) to allocate, schedule, and grant all leaves, including sick leave and administrative leave;
- ee) to schedule, change, and enforce working hours of employees;
- ff) to require employees to return to duty or to remain on duty after their scheduled shift is over, subject to Article 14;
- gg) to assign and to require overtime;
- hh) to require employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;
- ii) to relieve employees from duty due to incapacity to perform duties or for any other reason;
- jj) to contract and subcontract work;
- kk) *to determine the location and organization of employees;*
- ll) *to plan, determine, direct and control all the operations and services of the Library;*
- mm) *to reorganize the Library in whole or in part;*
- nn) *to determine and enforce employee competency;*
- oo) to confer with employees regarding methods and means of operation;

pp) and to promulgate, amend, and enforce reasonable rules, regulations, Standards of Conduct, operating and administrative procedures from time to time as the Town deems necessary to implement and carry out the Town's rights under this Agreement; provided that such rights will not be exercised so as to violate any of the specific express provisions of this Agreement or any applicable law.

4.02 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement. The Town *may* call-in qualified employees needed to respond to the emergency ~~as soon as possible~~.

4.03 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provision of this Agreement.

4. ARTICLE 5. HOURS OF WORK

In exchange for the Town's agreement to: (1) rename the Assistant Youth Services Librarian as "Teen Services Librarian" and to prospectively regrade that position to Grade 9¹ on the Wage Scale set forth in Appendix A to the Collective Bargaining Agreement as of July 1, 2018, and (2) increase base wages by 2% each fiscal year as of July 1, 2017, July 1, 2018, and July 1, 2019, the Union expressly agrees to revise Article 5 (Hours of Work), Section 2 – Work Week by deleting all language that concerns non-bargaining unit employees other than the professional Library employees in the unit and amending Article 5, Section 2 to state as follows:

"Section 2 – Work Week

The number of hours per week for full-time employees in the Library classifications covered by this Agreement shall generally be at least thirty-five (35) per week.

The Library may schedule, assign, and/or call-in bargaining unit employees to work any days of the week, including but not limited to Saturdays and Sundays (after Labor Day through the Sunday before Memorial Day weekend – for Sundays only); provided, however, employees may be scheduled in advance² to work no more than one Sunday a month, which prescheduled work shall take place on a weekend during which the employee is already scheduled to work Saturday; and provided, further, that the first time a bargaining unit employee works on a Sunday in any given calendar month, whether he/she is scheduled or called-in to work that Sunday shift, such employee shall be paid at his/her straight time base rate of pay for working the Sunday shift; and provided further

¹ The parties expressly agree that current Assistant Youth Services Librarian Rachel Haggood shall be regraded from Grade 8, Step C to Grade 9, Step B as the Teen Services/Young Adult Librarian. Likewise, the parties also expressly agree that current Adult Services Librarian Bernard Davidow shall be placed at Grade 9, Step A. Unlike Ms. Haggood, whose regrade placement shall be effective on July 1, 2018, the parties agree that Mr. Davidow shall be placed at Grade 9, Step A retroactive to February 5, 2018.

² The parties expressly agree that, in addition to being scheduled in advance to work Sundays, employees may also be called-in to work Sundays.

that the second time or any subsequent time thereafter in a given calendar month that a bargaining unit employee works on a Sunday, whether he/she is scheduled or called-in to work that second or subsequent Sunday shift, such employee shall be paid time and one-half (1 ½) his/her base rate of pay for working the Sunday shift a second or subsequent time in the given calendar month.

No employee shall be disciplined for being unavailable to work on a Sunday for which s/he was not previously scheduled; provided, however, that this provision shall only apply to those situations where the Town seeks to call-in an employee. Where an employee has been previously scheduled to work a Sunday and does not work that scheduled shift, s/he may be subject to discipline in accordance with this Agreement.

Employee work hours may be adjusted for the week following previously unscheduled Sunday work in order to offset call in hours worked on Sunday."

5. ARTICLE 5. HOURS OF WORK

The parties agree to revise Section 3 of Article 5 to state as follows:

"Section 3 – Continuous and Other Operations

To the extent practicable, employees engaged in continuous operations shall receive two (2) days off in each seven-day period.

Where employees are working irregular hours or split shifts and the work week does not allow for *any* two (2) consecutive days off, these employees may be given two (2) days off within a seven day period."

6. ARTICLE 6. REST PERIODS

The parties agree to delete the second paragraph of current Article 6 as it pertains to non-bargaining unit Dispatch employees.

7. ARTICLE 7. MEAL PERIODS

The parties agree to amend Article 7 by deleting any language that does not pertain to professional Library employees. With this in mind, the parties further agree that Article 7 be revised to state as follows:

"ARTICLE 7

MEAL PERIODS

All employees who work more than six (6) hours in a work day shall be granted an unpaid meal period during that work day. Whenever possible, a meal period shall be scheduled as close to the middle of each shift as possible. The meal period shall be one-half (1/2) hour.

All employees shall be granted one (1) additional unpaid thirty (30) minute meal period if the employee is expected to work five (5) hours or more into the next shift.”

8. ARTICLE 8. CLEAN-UP TIME

Given that Article 8 pertains to employees who do not work in the Library, the parties agree that the language in Article 8 be deleted in its entirety and replaced with “Reserved for future use.”

9. ARTICLE 9. HOLIDAYS

A. The parties agree to amend Article 9, Section 1 by deleting the last single-sentence paragraph in its entirety as that paragraph does not pertain to professional Library employees.

B. The parties agree to amend the fourth paragraph of Article 9, Section 1 to state as follows:

“The holiday benefit shall be granted to eligible employees on the day it is observed by the Library, as determined by the Town in its sole discretion.”

C. The parties agree to delete Article 9, Section 3 – Holiday Work in its entirety and replace it with “Reserved for future use.”

10. ARTICLE 10. SENIORITY

A. The parties agree to delete the sentence in the “Probation” section of Article 10 that requires the Town to hold a hearing before the Town Administrator before discharging a probationary employee.

B. Next, in the unnumbered “Termination of Seniority” section of Article 10, the parties agree to strike the phrase “for cause” after the word “Discharge” in the three reasons where an employee’s seniority will be terminated.

C. In the last paragraph of the unnumbered “New or Vacant Positions” section of Article 10, the parties agree that the following sentence be added at the end of the paragraph:

“The decision of the Town as to the selection of the candidate to fill a vacant position shall be final and not subject to the grievance and arbitration process set forth in Article 17, *unless an internal bargaining unit employee manifestly demonstrates better qualifications beyond a reasonable doubt.*”

D. The parties agree to clarify that the language in the unnumbered “Lay-Off” section of Article 10 means layoffs shall be conducted by classification as determined exclusively by the Town. In the case of a layoff of an employee covered by this Agreement, the Library Director has the authority to assign the existing librarians to cover the functions and duties of the classification that was laid off.

11. ARTICLE 11. SICK LEAVE

A. The parties agree to amend Article 11 by deleting the first sentence of the second unnumbered paragraph and replacing it with the following:

“New employees must be employed by the Town for 90 calendar days before they are eligible to begin accruing sick leave. Thereafter, employees shall accrue one (1) day of sick leave per month up to a total of twelve (12) days of sick leave per fiscal year. Sick leave days shall be granted to the employee for use in the first pay period of the calendar month following the month in which the sick leave day is earned.”

B. The parties agree to delete the third, fourth, and fifth sentences that appear in the second unnumbered paragraph of Article 11 and replace them with the following:

“Upon death or retirement, forty percent (40%) of an employee’s accrued sick leave, up to and including 180 days, will be paid by the Town to any bargaining unit employees hired by the Town before July 1, 2018, or upon such employee’s death to his/her beneficiary, at the employee’s regular rate of pay. An employee must notify the Town Administrator in writing of his/her intent to apply for this benefit no later than January 1 for the benefit to be paid in the following fiscal year. Employees hired by the Town on or after July 1, 2018 shall not be eligible for this benefit.”

C. The parties also agree to delete the single-sentence third unnumbered paragraph of Article 11, and replace it with the following:

“For bargaining unit employees eligible for the forty percent (40%) sick leave buyback benefit (i.e., bargaining unit employees who were hired by the Town before July 1, 2018), failure to provide written notice of the intent to apply for such benefit to the Town Administrator by January 1 will result in the benefit being paid in the second fiscal year following the January 1 deadline.”

12. ARTICLE 12. LEAVES OF ABSENCE

A. The parties agree to amend the first sentence of unnumbered “Unpaid Leaves” section of Article 12 to state as follows: “An unpaid leave of absence may be granted by an employee’s department head, subject to the approval of the Town Administrator.”

B. As a housekeeping item, the parties agree to amend subsection A. Military Leave to state as follows:

A.1. Military Leave: An employee shall be entitled to an unpaid leave of absence for the time of service in the Armed Forces of the Commonwealth or the Armed Forces of the United States. For an employee’s annual tour of duty, not exceeding seventeen (17) days, as a member of a reserve component of the Armed Forces of the United States or the Armed Forces of the Commonwealth, such employee shall receive his/her base wages as

an employee for the *up to* 17-day period of the leave for annual training purposes.

A.2. Notification: Each employee is responsible for notifying his/her Department Head of the date he/she is leaving for military service and provide written proof from military or selective service officials to the Town Administrator indicating date of departure and length of service required.

A.3. Effect On and Use of Benefits:

- a. Sick and vacation leave will continue to accrue during the *up to* 17-day period of military leave for training purposes.
- b. The period of any military leave shall be included in employee's time of continuous service for benefit purposes."

C. In order to bring it into proper legal form, the parties agree to delete the existing section entitled, "B. Maternity Leave" and replace it with the following:

"B. Parental Leave

"All full-time employees who have worked for the Town for at least three (3) full consecutive months are eligible for parental leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts."

D. The parties agree to amend the "Funeral" leave subsection of Article 12 as follows:

- (1) Deleting the name of the subsection and renaming it as "Bereavement Leave".
- (2) Revising the first sentence to state, "Bereavement leave of four (4) days shall be granted for a death in the immediate family of an employee."
- (3) Deleting the second-to-last single-sentence paragraph that provides that "[n]o leave will be granted under this Section except for travel to and from and attendance at services related to the funeral of members of the family of the employee described above."

E. The parties agree to amend the unnumbered "Jury Duty" section of Article 12 by deleting the existing language and replacing it with the following:

"Jury Duty

A. General Policy: All employees will be granted leave to fulfill required jury duty. It is the employee's responsibility to present to his/her supervisors written evidence of the fees received for jury duty. Subject to the rules of the Jury Commissioner, as a condition to receiving payment

from the Town, an employee must report to work if during such duty he/she is discharged for the day or major portion thereof during regular work hours.

- B. Jury Duty on a Holiday: A holiday occurring during jury duty shall not entitle an employee to an additional day of leave or additional compensation for the holiday.
- C. Retention of Jury Fees: Employees may retain any jury fees received for jury duty on non-scheduled work days.
- D. Compensation While on Jury Duty:
 - 1. An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his/her base straight time rate. For fourth and subsequent days of such juror service, the employee shall continue to be paid his/her base wages provided that such employee pays over to the Town any jury service fees received.
 - 2. Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base *straight time* rate.
 - 3. An employee seeking compensation in accordance with this section shall notify his/her direct supervisor and the Department Head after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received."

13. ARTICLE 13. VACATIONS

A. The parties agree to clarify the language in paragraph 9 of Article 13 to make clear that all accrued, unused vacation leave benefits shall be payable on the date of termination.

B. The parties agree to amend Article 13 by inserting a new numbered paragraph 12 that states as follows:

"12. Vacation leave shall be used in no less than half- (1/2-) day increments."

14. ARTICLE 14. STAND-BY AND CALL-IN

The parties agree to delete Article 14 in its entirety and replace it with "Reserved for future use."

15. ARTICLE 15. OVERTIME

The parties agree to amend Article 15 by deleting the existing language and replacing it with the following:

“ARTICLE 15

OVERTIME

- “1. A reasonable amount of overtime may be required of any employee(s) by the Town. Library staff shall be paid overtime at the rate of time and one-half (1 ½) their regular rate of pay for all actual work over forty (40) hours in one (1) work week.
- “2. No overtime will be worked by any employee without authorization by the Library Director or Town Administrator.
- “3. Within its unreviewable discretion, the Town may arrange with an employee, by mutual agreement, for the substitution of compensatory time off at time and one-half in lieu of overtime pay if accomplished within the same pay period as the overtime worked.”

16. ARTICLE 16. DISCIPLINE AND DISCHARGE

The parties agree to delete Article 16 in its entirety and replace it with the following:

“The Town retains the right to discipline, demote, suspend or discharge employees; provided, however, that permanent employees who have successfully completed their probationary period may only be disciplined, demoted, suspended, or discharged for just cause.”

17. ARTICLE 17. GRIEVANCE AND ARBITRATION PROCEDURE

A. The parties agree to amend Section 1, Step 1 of Article 17 to state as follows:

“Step 1. The union steward and/or representative with or without the aggrieved employee shall take up the grievance or dispute in writing with the department head within ten (10) working days after the occurrence of the incident or event upon which the grievance is based.”

B. The parties agree to clarify Section 1, Step 2 of Article 17 to allow the Town Administrator to first meet with the grieving parties and then respond in writing within 10 working days following the meeting. Accordingly, the parties agree to amend Step 2 to state as follows:

“Step 2. If the grievance has not been settled, it shall be presented in writing by the said parties grieving to the Town Administrator, or his or her designee, within five (5) working days after the department head’s response is received. The grievance shall set forth the nature of the grievance and

shall specify the section or sections of the Agreement alleged to have been violated and shall be signed by a Union official and/or by the employee initiating the grievance. The Town Administrator, or his/her designee, shall meet with *the grieving party or parties within ten (10) working days and shall then respond to the said parties grieving in writing within ten (10) working days of the Town Administrator's meeting, not including the day of such meeting.*"

C. The parties agree to clarify the first sentence of Step 3 of Section 1 of Article 17 to provide as follows:

"If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing by the said parties grieving within ten (10) working days from the date of the Town Administrator's written response at Step 2."

D. The parties agree to amend Step 4 of Section 1 of Article 17 to provide that grievances shall be submitted to arbitration at the Department of Labor Relations (as opposed to the American Arbitration Association).

E. In addition, because Section 2 of Article 17 contains the same statement concerning extensions by mutual agreement, the parties agree that the last sentence contained in Step 3 (i.e., "The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this article.") be deleted.

F. The parties agree that the last sentence of the penultimate paragraph of Section 3 of Article 17 shall be amended and two additional sentences be added such that that paragraph be revised to provide as follows (proposed amendment language in *italics*):

"The decision of the arbitrator shall be final and binding on both parties. The decision of the arbitrator shall be limited to the specific point of difference submitted to him or her. The arbitrator shall have no power to add or subtract from, modify, or amend any of the provisions of this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties, or by order of a court. The arbitrator shall decide any disciplinary or discharge cases based upon the preponderance of the evidence standard of proof. The arbitrator shall not render a decision contrary to state or federal law. The Arbitrator shall have no authority to award interest or punitive damages."

G. The parties agree that Section 4 (Choice of Remedy) of Article 17 be deleted in its entirety and replaced with "Reserved for future use."

18. ARTICLE 18. STRIKES AND LOCKOUTS

The parties agree to amend Article 18 to provide as follows:

"Section 1 No lock-out of employees shall be instituted by the Employer during the term of this Agreement. The Town's failure to provide work for economic or business reasons, including reductions in force/layoffs, or as a result of

a strike by other employees of the Town, or a termination of an employee(s) from their employment with the Town, shall not be deemed a lockout.

Section 2 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Town, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 3 The Union agrees that neither the Union nor any of its Union officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services, including upon termination of this Agreement.

The Union agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4 Violations of Article 18, Section 2 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement.

Section 5 Either the Town or the Union may, in addition to the remedies under Chapter 150E of the General Laws, file independently an action in the appropriate court to enforce this Article.”

19. ARTICLE 19. SAVINGS CLAUSE

The parties agree to amend Article 19 by deleting the existing language and replacing it with the following:

“Section 1 No agreement, understanding, alteration, or variation of this Agreement’s terms will bind the parties to this Agreement unless made and executed in writing by the parties.

Section 2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or

condition, and the obligation of the Town and the Union to such future performance will continue in full force and effect.

Section 3 If any Article or section of this Agreement or any addendum to this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum will not be affected and will remain in full force and effect; and, upon issuance of such a decision, the Town and the Union agree to immediately negotiate over a substitute for the invalidated Article, section or portion thereof.

Section 4 The Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any item covered in this Agreement except as provided in Article 19, Section 3 above.

20. ARTICLE 20. PROFESSIONAL DEVELOPMENT

The parties agree to delete the current title of Article 20 (“Education Incentive”) and replace it with “Professional Development” and to delete the first, third, and fourth unnumbered paragraphs of Article 20 and to amend the second unnumbered paragraph of Article 20 as set forth below. Accordingly, the parties agree that Article 20 shall be amended to provide as follows (proposed new language in *italics*):

“ARTICLE 20. PROFESSIONAL DEVELOPMENT

“Subject to *prior* approval by the department director and Town Administrator, the Town shall allow employees to attend job-related seminars and classes to maintain job efficiency. No loss of pay shall be incurred and the Town shall reimburse any *reasonable* expenses incurred within the Town’s guidelines for travel expenses.”

21. ARTICLE 22. SUPPLEMENTAL BENEFITS

A. The parties agree to amend Article 22, Section 1 – Life Insurance by increasing the value of the life insurance policy from \$2,000 to \$5,000.

B. The parties agree that Article 22, Section 3 – Licenses (DPW) shall be deleted in its entirety and replaced with “Reserved for future use.” as it does not apply to professional Library employees.

22. ARTICLE 23. GENERAL PROVISIONS

A. The parties agree that Section 1 of Article 23 shall be amended to be put in proper legal form. Accordingly, the parties agree that the existing Article 23, Section 1 language shall be revised to state as follows (revisions and additional provisions in *italics*):

“Section 1 – Pledge Against Discrimination and Coercion

1. *The Employer shall not discipline, discharge or otherwise discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, gender identity, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The Union shall not discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, gender identity, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The provisions of this Agreement shall be applied equally to all employees. Alleged violations of this section shall not be arbitrable unless the employee and Union select arbitration in lieu of and as a substitute for EEOC/MCAD proceedings which will be waived in a form satisfactory to all parties.*
2. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.
3. *The parties to this Agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any proper employee activity in an official capacity on behalf of the Union.*
4. *If the Employer accommodates an employee in accordance with the Americans with Disabilities Act ("ADA") or state anti-discrimination laws, that accommodation shall not be the subject of a grievance or arbitration."*

B. Next, the parties agree that Article 23, Section 4 (Uniforms and Protective Clothing) shall be deleted and replaced with "Reserved for future use." as it does not pertain to professional Library employees.

C. The parties agree to amend Article 23, Section 5 – Union Activities on Employer's Time and Premises to state as follows:

"Section 5 – Union Activities on Employer's Time and Premises

A representative of the Union may be permitted with the approval of the Town Administrator to enter the Library at any reasonable time for the purposes of discussing grievances or official Union business, provided that the representative does not do so during employees' work time and requests permission in advance from the Town Administrator."

D. The parties agree to amend Article 23, Section 6 to state as follows:

"Section 6

The Town agrees to provide the Union with an original fully executed copy of this Agreement and to send a .pdf copy electronically to the Union for distribution to all members of the bargaining unit.”

E. The parties agree to amend Article 23 by inserting the following new Section 7:

“Section 7 – Eligibility for Benefits

“To be eligible for benefits under this Agreement, employees must be regularly scheduled to work at least an average of thirty-five (35) hours per week.”

23. ARTICLE 25. SAFETY AND HEALTH

The parties agree to delete Article 25 and replace it with “Reserved for future use.”

24. ARTICLE 26. WAGES

A. The parties agree to delete numbered paragraph 5 of Section A of Article 26 and replace it with “Reserved for future use.”

B. The parties agree to amend numbered paragraph 1 of Article 26, Section B (Salary and Wage Provisions) to state as follows:

“B. Salary and Wage Provisions

1. The wage schedules for Fiscal Years 2018, 2019, and 2020 are attached to this Agreement as Appendix A. Each employee who is not at top step will be eligible for a step increase each July 1 until reaching the top step; provided, however, that an employee hired or promoted after December 12, 1993 shall be eligible for a step increase on his/her anniversary date of employment until reaching top step.”

C. As a housekeeping item, the parties agree to amend Article 26, Section A., subsection 1 to state as follows:

“6. Effective July 1, 2012, as a condition of employment, all employees who are covered by this agreement shall have their paychecks directly deposited to a bank account or financial institution of their choosing. In accordance with this section, employees will not receive wage payments by check, provided, however, that the Town will provide either paper documentation of or web access to the direct deposit information to any employee who requests it.”

D. The parties agree to delete numbered paragraph 2 of Article 26, Section B. in its entirety and to replace it with “Reserved for future use.”

E. The parties agree to delete the last paragraph of Article 26, Section C. and to replace it with the following:

“The Department Head and/or Town Administrator shall, within fourteen (14) days of the review, inform the employee relative to both the substance of the evaluation and the decision whether or not the employee shall receive the appropriate salary increase; however, a step increase to which an employee is otherwise entitled shall not be delayed except by the timely issuance of a negative recommendation by the evaluator. Should an employee be informed that he/she is not being recommended for a salary adjustment, then said employee may within five (5) working days, submit, in writing, to the Town, request that the Board of Selectmen review the decision of the Department Head and/or Town Administrator. The Board of Selectmen shall review the request of the aggrieved employee and permit both sides to submit testimony either verbally or in writing. The Board of Selectmen shall develop appropriate rules and regulations concerning the conduct of the hearings. The Board of Selectmen shall within twenty-one (21) days from the receipt of the aggrieved employee’s petition submit to both the Town Administrator and the employee *its* decision. The Board of Selectmen may submit its findings or hold its hearing at a time later than before mentioned, if both sides mutually agree. The decision of the Board of Selectmen shall be final and binding and not subject to the grievance/arbitration procedure.”

F. The parties agree to delete Article 26, Section D. (Working in Higher Classification) and to replace it with “Reserved for future use.”

25. ARTICLE 29./APPENDIX B. SUBSTANCE ABUSE

The parties agree to delete the existing language in Article 29 and Appendix B in their entirety and to replace the existing language in Article 29 with the following:

“The Town shall have the right to require employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing.”

26. ARTICLE 30. TRAINING FUND

In light of the fact that this language only applies to employees in the DPW and Recreation Department, which Local 98 no longer represents, the parties agree to delete the language in Article 30 in its entirety and replace it with “Reserved for future use.”

27. ARTICLE 31. DURATION

A. The parties agree to amend the first unnumbered paragraph of Article 31 to state as follows:

“This Agreement is effective July 1, 2017 *unless otherwise provided for* and shall remain in force and effect to and including June 30, 2020 and shall automatically be renewed for one year unless, on or after October 1, 2019, and before October 31, 2019, either the Town or the Union shall have given the other proper written notice of its desire to negotiate a new contract.”

B. The parties agree to delete the second unnumbered paragraph of Article 31.

28. NEW ARTICLE 32. BI-WEEKLY PAYROLL

The parties agree to add a new Article 32, entitled "Bi-Weekly Payroll" that states as follows:

"ARTICLE 32
BI-WEEKLY PAYROLL

"After providing the Union and members of the bargaining unit with at least ninety (90) days' notice, the Town may institute a bi-weekly payroll for all members of the bargaining unit."

29. APPENDIX A

The parties agree to amend Appendix A. to reflect the following base wage increases:

- Effective July 1, 2017, a 2.0% base wage increase;
- Effective July 1, 2018, a 2.0% base wage increase; and
- Effective July 1, 2019, a 2.0% base wage increase.

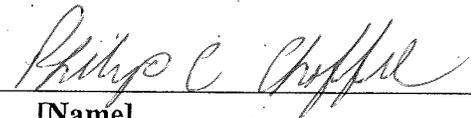
THIS MEMORANDUM OF AGREEMENT is subject to ratification by the BOARD OF SELECTMEN of the TOWN OF WILBRAHAM and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98, and shall be subject to appropriation by Town Meeting.

THIS AGREEMENT has been duly executed by the authorized representatives of the TOWN OF WILBRAHAM and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98.

TOWN OF WILBRAHAM

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98

By: 
Robert Boilard, Chair
Board of Selectmen

By: 
[Name],
[Title] BUSINESS/MANAGER

Date: 8/13/2018

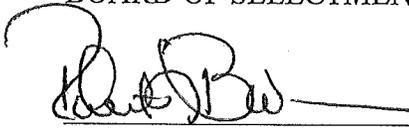
Date: _____

RATIFIED:

RATIFIED:

TOWN OF WILBRAHAM
BOARD OF SELECTMEN

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98


Robert Boilard, Chair

 Recording Secretary

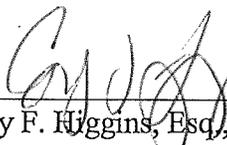

Robert Russell


Susan C. Bunnell

Date: 8/13/2018

Date: 9/11/18

APPROVED AS TO LEGAL FORM

By: 
Corey F. Higgins, Esq., Labor Counsel

Date: 10/12/18

