MEMORANDUM OF AMENDED AGREEMENT BETWEEN TOWN OF SAUGUS AND IUE-CWA LOCAL 201, AFL-CIO

The Town of Saugus ("Town") and IUE-CWA Local 201, AFL-CIO ("Union") agree to amend the labor contract between the Town and the Union, thereby creating two new contracts both incorporating the amendments below, to govern a first successor agreement with a period between July 1, 2022 through June 30, 2023 and a second successor agreement to run between July 1, 2023 and June 30, 2026 - with some provisions having effective dates below as specified. The revised and new terms are as follows:

- 1. <u>Compensation.</u> Section 2 of Article V (governing compensation) is amended to reflect the following cumulative wage increases:
 - a. 2.75% increase in base salary effective July 1, 2022 for FY 2023 (payment to be made retroactively within 60 days of the parties' execution of this Memorandum);
 - b. 2.75% increase in base salary effective July 1, 2023 for fiscal year 2024;
 - c. 2.75% increase in base salary effective July 1, 2024 for fiscal year 2025; and
 - d. 2.75% increase in base salary effective July 1, 2025 for fiscal year 2026.

Section 4 of Article V (governing education incentive pay) is amended to reflect the following concerning CPR training class:

- a. Employees will be offered a CPR Training Class, to occur on premises and during work time, no later than April 30, 2023. Upon successful completion of the class and certification, their salary shall be increased by 2.25%, retroactive to July 1, 2022.
- b. Employees who do not attend the Library-sponsored training but nonetheless successfully complete an external CPR training class by June 30, 2023, shall have their salary increased by 2.25%, retroactive to July 1, 2022.
- c. Effective July 1, 2023, unit members who have completed CPR training shall, in addition to the scheduled annual across-the-board increase, receive 2.25% increase in base salary on account of that training. If they first complete a CPR training after July 1, 2023, but before June 30, 2024, their CPR incentive payment shall be retroactive to July 1, 2023.
- d. Effective July 1, 2024, unit members who have completed CPR training shall, in addition to the scheduled annual across-the-board increase, receive 2.25% increase in base salary on account of that training. If they first complete a CPR training after July 1, 2024, but before June 30, 2025, their CPR incentive payment shall be retroactive to July 1, 2024.
- e. All salary adjustments and retroactive payments owed on account of completing CPR training shall be implemented and/or paid within sixty (60) days of completing the training.

- 2. <u>Holidays</u>. Article IX is amended to add the following as a paid holiday:

 Juneteenth
- 3. <u>Duration of Agreement</u>. Article XXI is amended to reflect the following concerning the term of the agreement: This amendment shall be deemed effective as of July 1, 2022 for the first successor agreement ending June 30, 2023 and with the agreement as so amended continuing in full force and effect for a second successor agreement, up until and including June 30, 2026, except as herein provided. Should either the Town or the Union wish to modify or extend the Agreement, it shall send written notice to the other party prior to March 1, 2025. This agreement shall otherwise continue in full force and effect until expiration or a new Agreement is reached and fully implemented.
- 4. <u>Paid Absences</u>. Section 1 of Article XV is amended to reflect the following terms governing paid absences:
 - a. Members of the bargaining unit who work less than 20 hours per week accrue no sick leave.
 - b. Members of the bargaining unit in a position, which is budgeted and scheduled by the Director for 20 hours or more per week, will earn sick time at the rate of 1 and ¼ days per month starting on the first day of the fiscal year up to a maximum of fifteen (15) days each fiscal year. Such yearly sick leave shall be accumulated at one-and-one-fourth (1 ¼) days per month starting on the date of permanent employment. Such sick leave will be cumulative. Any unused portion of fifteen (15) days shall be accumulated to the credit of the employee. There will be no limitation on the number of sick leave days permitted to be accumulated.
 - c. No member shall be paid out unused sick time at the time of retirement regardless of their part-time or full-time status and regardless of the hours worked per week.
 - d. Employees defined in Article I Section 2 will be awarded five (5) personal days on a fiscal year basis. (July 1, 2023, 2024, 2025, 2026).
 - e. The parties agree to again discuss the provision governing the manner in which personal days are calculated at the contract negotiations for a successor agreement after the expiration of the current CBA expiring June 30, 2026.
- 5. Article XVII is amended as follows: Following Local 201 membership ratification of this Amended Agreement, the Town must provide a copy of the amended CBA signed by the Town within 10 business days to the IUE-CWA Local 201 Office.
- 6. <u>December 26th</u>. The following terms are not part of the original agreement but a side letter agreement between the parties: All days dated December 26 the day after Christmas

- that occur during the period covered by this agreement, and which occur on a day that the Library would otherwise be open. In the event of one or more of the following conditions: projected inclement weather, projected reduced customer attendance (based on historical data or other reasons), lack of programing, or lack of sufficient staff, the Director of the Library shall close the Library for that day. Authorization to close the Library on the day after Christmas by the Director, Trustees, or Town shall not be unreasonably withheld. The Director of the Library shall inform the members and the Local union by November 15th whether, on account of one or more of these conditions, the Library will be closed on the day after Christmas. Should the Director decide on or before November 1st to have the Library remain open on December 26, a meeting shall be held within one week of the decision between the parties, but in any case, to occur no later than November 23rd. If, following this meeting, the decision to have the Library remain open on December 26 is unchanged, the Library shall credit a floating holiday owed to each Local 201 member on January 1 of the next calendar year. This floating holiday owed may be combined with other benefit time (vacations/personal); however, it must be used within the calendar year it is issued. Should the Library be closed on December 26 per the above, all unit members who had been or normally would be scheduled to work their regular scheduled hours on that closed day will be paid as if they had worked their full day. Staffing levels for the day after Christmas will be consistent with normal staffing levels, but be no less than 4.