COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF WALTHAM

and the

WALTHAM PUBLIC LIBRARY EMPLOYEE ASSOCIATION,
LOCAL 4928, MLSA, MFT, AFT, AFL – CIO

July 1, 2001 – June 30, 2003
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PREAMBLE

The Agreement is hereby entered into by the City of Waltham, hereinafter referred to as the Employer, and the Waltham Public Library Employee Association, Massachusetts Library Staff Association, Local 4928, MFT, AFT, AFL-CIO, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

ARTICLE 1
PURPOSE

The purpose and intent of the parties in executing this Agreement is to continue their harmonious relations, to promote mutual cooperation and understanding concerning rates of pay, hours, and conditions of employment under which the employees perform their duties, all with a goal toward securing harmony and goodwill between the City and the Union.

ARTICLE 2
RECOGNITION

Section 1. The Union is recognized by the City, in accordance with the provisions of Massachusetts General Laws, Chapter 150 E, as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to salaries, wages, hours of work, and other conditions of employment for all employees of the City of Waltham Public Library, excluding the Library Director, Assistant Director, Executive Secretary, custodians, and high school pages.

Section 2. The word "employee" and "employees" as used hereinafter in this Agreement refer to all salary and hourly paid employees of the bargaining unit.

Section 3. The City will advise the Union in writing of the name, address, classification, and department of each new library employee. The City recognizes the right of any employee to become a member of the Union, and will not discourage, discriminate, or in
any other way interfere with the right of any employee to become and remain a member of the Union.

ARTICLE 3
DISCRIMINATION AND COERCION

There shall be no unlawful discrimination by the Employer or the Union against any employee covered by the terms of this Agreement because of race, color, sex, age, ancestry, sexual orientation, disability, religion, national origin, economic status or veteran status, and all employees shall receive the full protection of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Unless expressly abridged by the terms and conditions of this Agreement, the City retains all rights granted by the Massachusetts General Laws, including, but not limited to the exercise of the regular and customary functions of municipal management and/or governmental authority; the operation and direction of the affairs of the departments in all of their various aspects; the determination of the levels of services to be provided; the direction, control, supervision, and evaluation of employees; the direction and control of the operations and services of the departments; the institution of technological changes or the revising of processes, systems, equipment, facilities, or programs; the assignment and transfer of employees; the hiring, appointment, and promotion of employees; the suspension, discipline, or discharge of employees for just cause; and the power to make appropriation of funds.

ARTICLE 5
UNION REPRESENTATIVES

Section 1. The Association/Union shall furnish the Employer a written list containing the names of Union officers immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.
Section 2. The full-time Union Steward or, in his/her absence, the full-time alternate Union Steward shall be granted reasonable time off at the discretion of the Library Director during work hours to investigate and settle grievances.

Section 3. The Union shall be allowed to conduct Union meetings upon Library premises without pay at times and places approved by the Library Director.

ARTICLE 6
UNION DUES AND AGENCY FEES

Section 1. The City agrees to deduct regular monthly Union dues and initiation fees from the earned wages of each employee covered by this Agreement. However, no such deduction shall be made, nor shall the City be obligated to deduct, except when authorized by an employee on the appropriate form, a copy of which is hereto annexed and marked, "Appendix B". A copy of each authorization shall be submitted to the City. The dues deducted from the City shall be forwarded to the Union no later than thirty (30) days after such deduction was made.

Section 2. The Association agrees to indemnify and save the City harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this article.

Section 3. All employees covered by this Agreement who do not join the Union shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, of any statutory Agency Service Fee to the Union. The Agency Fee shall cover only those costs which relate to collective bargaining and the administration of this Agreement and no others.
ARTICLE 7
DISCIPLINE

No employee shall be disciplined, reprimanded, suspended, or discharged without just cause.

ARTICLE 8
SENIORITY

Seniority shall be defined as the length of continuous employment in the Library, commencing with the employee’s date of hire.

ARTICLE 9
HOURS OF WORK

Section 1. The regular work week for full time employees shall be thirty-five (35) hours per week.

The Library shall be open during the following hours:

- Monday – Thursday: 9 am – 9 pm
- Friday – Saturday: 9 am – 5 pm
- Sunday: (September-May) 1 pm – 5 pm

- No unit members shall be required to work more than one Saturday per month.
- No full – time employees shall be required to work more than one evening shift per week.
- No part – time employees shall be required to work more than one 5 – 9 or 6 – 9 shift per week.
- During July and August work on Saturdays shall be voluntary for unit members.
- During the months of October through May inclusive, work on Sundays shall be voluntary for unit members.

Section 2. Full-time employees shall have one (1) unpaid meal period in each shift. Part-time employees scheduled to work a shift of seven (7) hours or more shall have one (1) unpaid meal period in each such shift.
Section 3. All full-time employees' work schedule shall provide for a fifteen (15) minute rest period during each half of each full shift. Part-time employees who are scheduled to work a shift of at least three (3) hours will be allowed a fifteen (15) minute rest period in each such shift.

ARTICLE 10
HEALTH INSURANCE

Section 1. The City shall offer eligible bargaining unit members the following three health options from which to choose:

Harvard Community Health Plan (HMO)/Delta Dental
Tufts Health Plan (HMO)/Delta Dental
Blue Cross/Blue Shield/Master Health Plus/No Delta Dental

The City's contribution for Harvard Community Health Plan and Tufts Health Plan shall be 90%.

The City's contribution for Blue Cross/Blue Shield/Master Health Plus shall be 92.5%.

Section 2. Cafeteria Plan. If they so choose, employees may set aside up to $5,000 for dependent care expenses, and up to $5,000 for medical expenses not reimbursed.

The following language (Sections 1a, 2a, 3a, 4a, and 5a) shall supplant the existing health insurance language in the event it is implemented citywide for all other municipal bargaining units:

Section 1a. The City shall offer all eligible employees hospital and medical insurance. Said insurance shall be the Blue Cross/Blue Shield, Blue Care Elect (PPO) Plan or a Health Maintenance Organization (HMO) Plan.

Section 2a. For the Blue Cross/Blue Shield, Blue Care Elect (PPO) Plan the City shall pay 90% of the employee's total premium charge, and the employee shall pay 10%.

Section 3a. Employees who subscribe to a Health Maintenance Organization (HMO) Plan shall pay the minimum contribution required by statute, and the City shall pay the balance.
Section 4a. For employees electing coverage, the City shall withhold from the employee's compensation a sum sufficient to pay the employee's share of the premium charge.

Section 5a. In the event that any employee, or group of employees, other than those covered by this Agreement, is granted an insurance plan or benefits greater than which is outlined in the Agreement, then this Agreement shall automatically be changed to include the better plan or benefit.

ARTICLE 11
LIFE INSURANCE

The City shall provide a life insurance policy in the amount of fifteen thousand dollars ($15,000) for each eligible employee covered by this Agreement, and a five thousand dollar ($5,000.00) life insurance policy for retirees.

ARTICLE 12
RETIREMENT

Eligible unit members shall participate in the City of Waltham Retirement System.

ARTICLE 13
WORKERS COMPENSATION

The City shall provide workers' compensation to all unit members.

ARTICLE 14
SALARIES

Section 1. The salaries for all bargaining unit members are set forth in Appendix A.

Section 2. Employees shall have the opportunity to have their pay automatically deposited into an account at a bank of their choice.
Section 3. Savings Bonds may be purchased, on a voluntary basis, through authorized payroll deductions.

ARTICLE 15
LONGEVITY

All unit members shall be compensated according to the following formula as longevity pay:

- After ten (10) years 8% of the employee's salary
- After fifteen (15) years 9% of the employee's salary
- After twenty (20) years 10% of the employee's salary
- After twenty five (25) years 11% of the employee's salary

ARTICLE 16
HOLIDAYS

Section 1. The following holidays shall be paid holidays for employees of the Library:

Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Patriots' Day

Section 2. If a holiday falls on either a Saturday, or a Sunday it will be observed the prior Friday or the following Monday. The actual day upon which the Holiday will be observed will be at the discretion of the Trustees.
ARTICLE 17
ANNUAL LEAVE

Section 1. Annual leave shall be as follows:

1-4 years of employment 10 days
5-9 years of employment 15 days
10-14 years of employment 20 days
15-19 years of employment 25 days
20 or more years of employment 30 days

Section 2. Vacation leave shall be scheduled on the basis of seniority, except that all unit members shall be afforded the opportunity to pick up two weeks of vacation leave before senior members pick additional weeks earned by length of service. Requests for the initial two week vacation period must be made by April 15th.

Employees may carry over up to fifteen (15) days of earned vacation leave from one year to the next.

ARTICLE 18
SICK LEAVE

Employees shall be credited with fifteen (15) sick leave days per year. Sick leave not used in any year shall accumulate to a maximum of 200 days, to be used in subsequent years. In the event of suspected sick leave abuse, an employee may be subject to the conditions set forth in the City sick leave abuse policy.

ARTICLE 19
MATERNITY LEAVE

Maternity leave is available to all employees who have completed their probationary period. The employee must give two weeks notice of their departure date and state their intention to return to the job. The employee is entitled to a maximum of eight (8) weeks leave without pay, but without loss of the rights specified in M.G.L. 149, Section 105D. Upon expiration of maternity leave, employees shall retain all rights in
accordance with M.G.L. 149, Section 105D. The employee is responsible for the payment of 100% of medical insurance benefit premiums for the duration of the leave.

ARTICLE 20
BEREAVEMENT LEAVE

Section 1. Employees will be granted leave of absence with pay for not more than five (5) work days on account of the death of a father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, or individuals who were members of the employee's household.

Section 2. Employees will be granted leave of absence with pay for not more than three (3) work days on account of the death of a first cousin, brother-in-law, sister-in-law, aunt, uncle, nephew or niece.

ARTICLE 21
LAYOFF AND RECALL

Section 1. In the event it becomes necessary for bona fide economic reasons to reduce the workforce, the Employer shall notify the Union at least thirty days (30) days in advance of the need for reductions. The parties shall then meet to determine ways to avoid any reductions in force.

Section 2. When reductions remain necessary, voluntary reductions shall occur prior to forced reductions.

Section 3. Notwithstanding the provisions of Article 8, part-time employees shall be laid off prior to full-time employees. Layoffs shall be in reverse order of seniority within a department; the least senior employees shall be the first laid off.

Section 4. Employees shall be entitled to recall rights for an open position (for which they are qualified) for a period of up to two (2) years from the date of being laid off. Recall shall be conducted on the basis of seniority.
Section 5. No new employees shall be hired while an individual has recall rights.

Section 6. Employees who are recalled will be credited with prior continuous service for the purposes of seniority, and shall be afforded all rights and benefits they held prior to being laid off (provided such rights and benefits have not been altered in ensuing collective bargaining agreements. In such instances, the employee will be afforded rights and benefits in accordance with the Agreement in place at the time of his/her recall.).

ARTICLE 22
VACANCIES AND JOB POSTINGS

Section 1. When a position or shift covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous area within the Library listing the pay, hours, duties, and qualifications. Notices of vacancies shall remain posted for ten (10) working days. Employees interested shall apply in writing within the ten working day period. Preference shall be given to qualified internal applicants over outside applicants.

Section 2. Upon receipt of the application, both the employee and the employer shall sign the document, and each shall retain a copy.

Section 3. All qualified internal applicants shall be granted an interview.

Section 4. With respect to the filling of vacant positions or shifts, when qualifications are equal seniority shall be the contributing factor.

ARTICLE 23
EMPLOYEE FILES

Section 1. No material derogatory to an employee’s conduct, service, performance, character or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the same time.
Section 2. The employee shall have the right to submit a response to any statement contained in his/her file. The employee's statement shall be included in the file.

Section 3. Upon request, an employee shall be given access to his or her file within two (2) work days. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his or her file.

Section 4. Official grievances filed by any employee under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the employee nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

ARTICLE 24
PROFESSIONAL CONFERENCES
AND ASSOCIATION MEMBERSHIPS

Section 1. Employees shall be eligible for reimbursement for tuition costs, including books for academic course work taken and successfully completed with a minimum grade of "C". Course taken must be approved by the Library Director and must be job related.

Section 2. Employees may be granted leave with pay and conference related expenses to attend approved professional conferences and seminars.

Section 3. Subject to appropriations, the City shall make available $3,000.00 annually for related expenses to attend professional conferences, seminars, and meetings for memberships in professional associations. For the purpose of this section, all conferences, seminars, and/or meetings must be first approved by the Library Director.

ARTICLE 25
MILEAGE REIMBURSEMENT

An employee who is required in the course of his/her duties to use a personal vehicle will be reimbursed at the current City rate per mile.
ARTICLE 26
EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist employee organizations, or to refrain from such activity; to hold office in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid protection; except that no elected official of the City of Waltham shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Section 2. In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint, and coercion, and such employees shall be protected against discrimination in regard to tenure, promotion, or other conditions of employment.

Section 3. No employee covered by this Agreement may be disciplined, suspended, or discharge except for just cause.

Section 4. An employee shall be made permanent after six (6) months

ARTICLE 27
UNION RIGHTS

Section 1. The Union shall have the right to use designated areas in the Library provided there is no interference with any scheduled Library activities.

Section 2. The Union shall have the right to place Union related materials in the existing boxes of Library employees.
Section 3. The Union shall be permitted to erect a bulletin board in a conspicuous employee only area for the posting of Union materials.

ARTICLE 28
PAST PRACTICE

The parties shall not be bound by any practice or conditions established which are not adopted or continued after the effective date of the Agreement.

ARTICLE 29
SEVERABILITY

Should any provisions of this Agreement contain a conflict with a municipal personnel ordinance, by-law, rule or regulation or any statute as defined by Massachusetts General Laws, Chapter 150E, Section 7, only the practice or provision so affected shall become null and void, otherwise, all provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 30
MISCELLANEOUS

Section 1. Jury Duty. Jury duty will be granted to all employees requested to serve. The City will pay the employee’s salary for the first three (3) days of jury duty as required by G.L. c. 268, section 14 A.

Section 2. Right to Know Law. The purpose of the law is to create a mechanism for the providing and the obtaining of information. This information concerns the identity and affects of toxic and hazardous chemicals in the workplace. It is designed to afford employees and community residents the opportunities to gain, through their employers and public officials, information regarding such chemicals. Further, it places a responsibility upon employers to provide such information to employees.

Section 3. The statute covers both public and private employers who manufacture, use, process, or store toxic or hazardous substances, and who have employees who are or may be exposed under normal working conditions or under foreseeable emergencies, to toxic
or hazardous chemicals contained on the Massachusetts Substance List. There are no
exclusions for employers based on number of employees or size or nature of operation.
Research laboratories, as herein described, are exempt. Such exemption, however, does
not extend to school laboratories.

Section 4. The law is two-fold. First, it places upon employers the responsibility for
providing to all of its employees information regarding the identity and effects of toxic
and hazardous chemicals. In addition, it affords employees the right and opportunity to
obtain such information from and through their employers.

Section 5. A complete copy of this Law is available in the Personnel Department.

ARTICLE 31
PERFORMANCE APPRAISAL/EVALUATIONS

Section 1. Pre-evaluation meetings.

❖ In the early part of the fiscal year, a meeting will be held between the employee
and the supervisor to discuss relevant goals for the year.

❖ Each employee must be aware of the expectations of his/her particular position.
Therefore, a current job description will be the basis for the employee's primary
activities and duties.

❖ The supervisor and employee will mutually determine goals and the actions
necessary to achieve them, and such shall be recorded.

❖ At mid-year an informal discussion between the supervisor and employee will
be held to review progress made toward goals.

Section 2. Evaluations

❖ At year's end an evaluation of the employee will be conducted by the supervisor
with full knowledge of the employee.
The fundamental purpose of the performance appraisal process involves the improvement of professional growth and development. Evaluations are based upon the following criteria:

a. *Attendance:* The degree to which the employee reports for and remains at work as required. This includes rate of absenteeism; both excused and unexcused; how the employee's attendance affects the ability of the work unit to complete work objectives; and punctuality;

b. *Work habits:* The degree to which the employee follows instructions and observes work rules. Specifically, the employee will be evaluated with respect to how work instructions are followed; care and use of equipment; and concern for safety regulations.

c. *Dependability:* The degree to which an employee can be relied upon to accept responsibility and complete work assignments. This pertains to reliability for meeting deadlines and following instructions; and the degree to which an employee can be relied upon to get the job done.

d. *Quantity of Work:* The amount of acceptable work produced. This pertains to circumstances under which work is performed (space, equipment available, etc.); and the amount of work produced relative to employee assignments. Specifically, employees will be evaluated with respect to self-reliance in completing assignments.

e. *Relations with co-workers:* The degree to which an employee gets along with other employees on the job. Specifically, employees will be evaluated with respect to willingness to cooperate and be helpful to co-workers.

f. *Adaptability:* The degree to which an employee adjusts to new or different work situations. Specifically, employees will be evaluated with
respect to application of job knowledge and skills to new or unfamiliar work.

Public Contact: The manner in which the employee deals with the public through telephone conversation, correspondence or face-to-face contact. Specifically, employees will be evaluated with respect to honesty, tact, helpfulness, and courtesy; how the employee presents himself/herself; and effectiveness in handling difficult confrontations.

DEFINITIONS OF PERFORMANCE LEVELS

Unsatisfactory: The employee's performance consistently fails to meet work requirements. The employee shows either an unwillingness or inability to improve. It characterizes an employee whose performance is well below average. This is assessed only if the individual fails to achieve an appropriate degree of improvement in response to an evaluation of "improvement needed" during the previous rating period.

Needs Improvement: The employee's performance sometimes fails to meet work requirements. This rating indicates performance that is sometimes less than satisfactory and requires that steps be taken to improve performance. It characterizes an employee whose performance is sometimes below average.

Good: The employee's performance regularly meets work requirements. The employee regularly demonstrates a willingness and ability to meet an acceptable level of performance. Work is consistently well done and is
consistent with desired job standards. It characterizes a competent employee.

**Very Good:**

The employee's performance often exceeds work requirements. The employee demonstrates an ability to exceed an acceptable level of performance. It characterizes an employee who does more than what is expected of him/her.

**ARTICLE 32
GRIEVANCE/ARBITRATION PROCEDURE**

*Section 1.* The term "grievance" shall mean any dispute concerning interpretation, application or enforcement by the City, and any dispute concerning the rights, privileges, powers, and/or immunities of the City and/or the Union or any unit member concerning wages, hours, and conditions of employment. Any unit member(s) and/or the Union shall have the right to present a grievance and have it considered on its merits. Unit members presenting grievances shall have the right of available Union representation (of his/her choosing) to be present at all stages of the procedure.

*Section 2.* Grievances shall be processed in the following manner:

**Step 1. Orally to Supervisory Authority.**

Within thirty (30) days after the employee or Union has actual knowledge, or reason to know, of the occurrence upon which the grievance is based, the Union or the member suffering the grievance shall present the grievance to the assistant director and shall attempt to adjust the grievance informally.

**Step 2. Supervisor Adjustment**

If the grievance has not been resolved at Step 1, a meeting with the Director or his/her designated representative and the employee or the Union shall be held within five
(5) calendar days. If the Grievance is not satisfactorily adjusted at this meeting, the Director or his/her designated representative(s) shall give a written explanatory answer within five (5) calendar days of the meeting.

**Step 3. In writing to the City.**

If the grievance is not resolved at Step 2, the grievance shall be submitted in writing to the City within ten (10) calendar days. A meeting between the Mayor, and/or his designated representative(s) and the employee or the Union shall be held within five (5) calendar days after referral to the City. If the grievance is not satisfactorily adjusted at this meeting, the City shall give its answer or reason within fifteen (15) calendar days of the meeting.

**Step 4. Submission to Arbitration**

If the grievance has not been resolved at Step 3, the Union and only the Union may submit the grievance to arbitration. Such submission shall be made within thirty (30) calendar days after the expiration of the fifteen (15) calendar days, with written notice of said submission to be given to the City, by delivery in hand, or by registered mail, addressed to the City Solicitor.

The arbitrator shall be selected by means of a request for the selection of an arbitrator, filed and processed in accordance with the rules for voluntary labor arbitration of the American Arbitration Association. Such hearing shall be conducted in accordance with the applicable rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the Union or member thereof and the City, except that the arbitrator shall make no decision which alters, amends, adds to, or detracts from the contractual Agreement between the Union and the City.
Section 3.

A. Grievances not appealed to any next step within prescribed time limits shall be deemed settled. The time limit may be waived by written mutual agreement of the Union and the City. 

B. Member's Rights, Records, Decisions – No member shall be discriminated against, or suffer harassment because he/she has given testimony or taken part in any grievance procedures.

Any grievance of a general nature, affecting a large group of members, may, at the option of the Union, be filed at Step 2 of the grievance procedure.

ARTICLE 33
DURATION OF AGREEMENT

The duration of this Agreement shall be from July 1, 2001, and shall continue in full force and effect until June 30, 2003. The Agreement automatically shall be renewed from year to year thereafter, unless either party serves upon the other written notice of desire to modify the Agreement. If such notice is served, negotiations for a successor agreement shall commence between the parties on an agreed upon date. In the event a new contract is not executed on or before July 1, 2003, all terms and provisions and conditions contained herein shall remain in full force and effect until new contract has, in fact, been executed.

For the Union                      Date

For the City                      Date
## APPENDIX A
### SALARIES

**Effective July 1, 2001**

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<th>Position</th>
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APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: ________________________________________________
    (Print Name of Employee)

TO: ________________________________________________
    (Print Name of Employer)

Effective __________ __________ I hereby request and authorize you to deduct from
    (Date)    my earnings each week the current amount of dues established by the Union.

This amount shall be paid to the treasurer of ________________, ML SA, MFT, AFT,
AFL-CIO.

These deductions may be terminated by me giving you a 60 days’ written notice in
advance or upon termination of my employment.

______________________________________________
    Employee’s Signature

______________________________________________
    Employee’s Address

______________________________________________
    Employee’s Phone
SIDE LETTER OF AGREEMENT

This side letter represents an understanding between the City and the Union regarding implementation and updating of the Library rules and regulations.

The following rules and regulations shall remain in full force and effect until such time as new and/or updated rules and regulations are implemented:

I. CLOSING FOR BAD WEATHER

♦ If Waltham schools are closed for the day, the library will open one (1) hour late (10:00AM).
♦ If Waltham schools have a delayed opening, the library will open on time (9:00 AM).
♦ If a storm is bad enough to delay opening until noon, or not to open at all, a decision will be made by the director, and staff will be called.
♦ If the library is closing early, those expected to come in later in the day will be called by 3:00PM.
♦ If a vacation or compensatory day has been planned on a day the library closes early, it is still a vacation or compensatory day. However, if the library does not open, the employee will not be charged with a vacation or compensatory day.

II. VACATION/COMPENSATORY DAYS

♦ All vacation and comp time an employee plans to take must be noted on the calendar in the appropriate department.
♦ No more than one week of vacation may be taken between Thanksgiving and the 1st of the year.
♦ If a staff member wishes to carry over vacation into the following year, he/she must notify the director in writing.

(In the advent of a City-wide proposal regarding compensatory time, the parties shall return to the bargaining table to negotiate the issue accordingly)
III. SCHEDULE CHANGES

- Subject to supervisor approval, unit members shall retain the option of switching shift assignments at their discretion.
- Any work schedule changes that last more than two weeks must be approved by the department head and Library Director.

IV. PARKING

- Employees shall not park in the metered parking lot behind the Library, even after 5:00 PM or on Sundays.
- Parking spaces in the employee parking lot are assigned to full-time employees on the basis of seniority.
- Employees who are not assigned a parking space shall be issued a parking sticker for the parking garage.

V. TELEPHONES

- Personal telephone conversations shall be avoided at public desks. Exceptions are made for emergencies. All other calls should be made during non-desk time.

A committee shall be formed consisting of three individuals representing the City/Library, and three individuals (from various departments within the Library) representing the Union. The committee shall review and if necessary, make recommendations regarding rules and regulations.

The committee's recommendations shall be made to the City and the Union who shall review and negotiate them. Both parties may suggest amendments to be negotiated. The parties may consult with personal expert to achieve this objective. The costs of such services shall be borne equally.

The City and the Union agree that they shall work diligently towards implementing new/modified rules and regulations at the earliest possible opportunity.

For the Union: ___________________________ For the City: ___________________________

Date: ___________________________ Date: ___________________________
MEMORANDUM OF AGREEMENT

between

THE CITY OF WALTHAM/WALTHAM PUBLIC LIBRARY

and the

WALTHAM PUBLIC LIBRARY EMPLOYEE ASSOCIATION, LOCAL 4928, MLSA, MFT, AFL – CIO

The negotiating subcommittee of the City of Waltham (hereinafter the "City") and the negotiating subcommittee of the Waltham Public Library Employee Association (hereinafter the “Association”), acting subject to ratification of this memorandum of agreement by their respective bodies, hereby agree to the following terms and conditions of settlement of the contract negotiations for the successor collective bargaining agreement.

All terms and conditions of the predecessor collective bargaining agreement in effect from July 1, 2001 through June 30, 2003 shall be carried over intact to the successor agreement with the following modifications:

1. Salaries

There will be wage increases as shown on Salary Schedule Appendix A. The increases for all levels will be as follows:

- Effective 7/1/03: The Olney Salary Survey as proposed by the City on December 23, 2003 shall be incorporated into the agreement, replacing the current salary schedule.
- Effective 7/1/03: All individuals who were moved to Grade 7 Step 1 shall be moved to Grade 7 Step 2.
- Effective 7/1/03: The new salary schedule (the incorporated Only Salary Survey as proposed by the City on December 23, 2003) shall be increased by 2%.
MEMORANDUM OF AGREEMENT

between the

CITY OF WALTHAM

and the

WALTHAM PUBLIC LIBRARY EMPLOYEE STAFF ASSOCIATION, MLSA, MFT, AFT, AFL-CIO

The negotiating Subcommittee of the City of Waltham (hereinafter "the City") acting subject to the ratification of this Memorandum of Agreement by the City to whom the Subcommittee agrees to recommend acceptance, and the negotiating Subcommittee of the Waltham Public Library Employee Association, Massachusetts Library Staff Association, Local 4928, MFT, AFT, AFL-CIO (hereinafter referred to as the "Association") acting subject to the ratification of this Memorandum of Agreement by the membership of the Association to whom the Subcommittee agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective bargaining agreement that will be in effect for the three year period from July 1, 2004 to June 30, 2007.

All terms and conditions of the predecessor collective bargaining agreement in effect from July 1, 2003 through June 30, 2004 shall be carried over intact to the successor agreement with the following modifications:

1:

ARTICLE 9
HOURS OF WORK

Add a new bullet to read as follows:

- Any desk hours that become available with at least one week’s notice shall be offered to bargaining unit members prior to being offered to outside employees. Offerings shall be based upon skills required and experience in the department.

2:

ARTICLE 16
HOLIDAYS

Add a new Section 3 to read as follows:

Section 3. Employees shall be granted holiday time off only for the holidays listed in Section 1. If an employee wishes to observe a holiday that is not listed in Section 1 he/she must utilize compensatory, personal, or vacation time.
ARTICLE 17
ANNUAL LEAVE

Reword Section 2 to read as follows:

Section 2. Vacation leave shall be scheduled on the basis of seniority, except that all unit members shall be afforded the opportunity to pick up two weeks of vacation leave before senior members pick additional weeks earned by length of service. Requests for the initial two week vacation period must be made by February 15th.

ARTICLE 17
ANNUAL LEAVE

Add a Section 3 to read as follows:

Section 3. Employees who take 0-2 sick days in a fiscal year shall be granted three (3) days leave for personal reasons in the subsequent fiscal year. Employees who take 3-4 sick days in a fiscal year shall be granted two (2) days leave for personal reasons in the subsequent fiscal year.

ARTICLE 19
PARENTAL LEAVE

Reword article to read as follows:

Parental leave is available to all employees who have completed their probationary period. The employee must give two weeks' notice of their departure date and state their intention to return to the job. The employee is entitled to a maximum of eight (8) weeks leave without pay, but without loss of the rights specified in M.G.L. 149, Section 105D. Upon expiration of parental leave, employees shall retain all rights in accordance with M.G.L. 149, Section 105D. The employee is responsible for the payment of 100% of medical insurance benefit premiums for the duration of the leave.

SIDE LETTER OF AGREEMENT

1. CLOSING FOR BAD WEATHER

Rewrite to read as follows
If it begins snowing after the library has opened for the day and is expected to continue into the evening, a decision on whether to close will be made by 2:30 pm. If the Library closes early staff scheduled to come in later shall be notified by 3:00 pm.

When the Library closes early or opens late all permanent full and part-time staff will be paid for the hours they were scheduled to work.

When the Library is open any employee deciding not to come in or having to leave early because of bad weather will take time without pay or as vacation or compensatory time for the remaining number of the employee's scheduled hours the library remains open.

If a vacation or compensatory day has been planned on a day the Library closes early, it is still a vacation or compensatory day. However, if the Library does not open the employee will not be charged with a vacation or compensatory day.

If Waltham schools are closed for the day, the library will open one (1) hour late (10:00AM)

If Waltham schools have a delayed opening, the library will open on time (9:00 AM).

If a storm is bad enough to delay opening until noon, or not to open at all, a decision will be made by the director, and staff will be called.

The Director will consider the following criteria when making the above decisions:

Library parking lot conditions
Road conditions in the Waltham area
Declared snow emergencies

7:

SIDE LETTER OF AGREEMENT

II. VACATIONS/COMPENSATORY DAYS

Add a new bullet to read as follows:

• Employees are entitled to hold a maximum of twenty – one (21) hours of compensatory time

8:

SIDE LETTER OF AGREEMENT

V. TELEPHONES

Add two new bullets to read as follows:

• Personal usage of phones, cell phones, and pagers provided by the City shall be limited to matters which cannot be addressed outside of working hours or emergency situations.

• Directory Assistance calls are to be avoided.
The parties will agree to a side letter on health insurance that would state that if during either year 2 or year 3 of the collective bargaining agreement a bona fide economic reason arises, the parties shall meet to discuss ways to save money on medical insurance.

The parties will agree to a side letter pertaining to upgrading a position (identified during the course of negotiations) to that of department head. The side letter will name the position in question and will stipulate that the parties shall meet prior to the next fiscal meeting to determine the appropriate upgrade.

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Effective July 1, 2004: Adult Pages shall receive a 5% salary increase
Effective July 1, 2005: Adult Pages shall receive a 3% salary increase
Effective July 1, 2006: Adult Pages shall receive a 3% salary increase
ARTICLE 12
RETIREMENT

Add a Section 2 to read as follows:

Section 2. Part-time employees hired after September 1, 2005 shall be required to participate in the Massachusetts Deferred Compensation Plan (as permitted by the federal Omnibus Budget Reconciliation Act of 1990) as an alternative to Social Security coverage. Part-time employees hired prior to September 1, 2005 can choose whether or not they wish to participate in the plan in lieu of Social Security.

City of Waltham/Waltham Public Library

By: ____________________________

By: ____________________________

By: ____________________________

By: ____________________________

By: ____________________________

By: ____________________________

Date: __________________________

Waltham Public Library Employee Association

By: ____________________________

By: ____________________________

By: ____________________________

By: ____________________________

By: ____________________________

By: ____________________________

Date: __________________________
MEMORANDUM OF AGREEMENT
between the
City of Waltham
and the
Waltham Public Library Employee Association

The Negotiating Subcommittee of the City of Waltham (hereinafter "the City"), acting subject to
the ratification of this Memorandum of Agreement (hereinafter "the Agreement") by the City of Waltham
to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the
Waltham Public Library Employee Association, acting subject to the ratification of this Agreement by the
membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance,
hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for
the successor Collective Bargaining Agreement that will be in effect from July 1, 2007 to June 30, 2010.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective
from July 1, 2004 to June 30, 2007 shall, except to the extent modified by this Agreement, be
carried over intact into the successor Collective Bargaining Agreement.
All references to dates in the successor Collective Bargaining Agreement shall be changed to
reflect the term of the successor Agreement unless otherwise provided for in this document.

2. ARTICLE 9
HOURS OF WORK

Rewrite fifth bullet of Section 1 to read as follows:

- Work on Sundays shall be voluntary for unit members.

4. ARTICLE 10
HEALTH INSURANCE

Effective July 1, 2008 City contributions shall be as follows:

- 87.5% for the indemnity plan
- 89% for HMOs

Effective July 1, 2009 co-pays and deductibles shall be as follows:
$15 per office visit

1
$50 per emergency room
$10-$25-$45 for prescription drugs

5. **ARTICLE 19**
**PARENTAL LEAVE**

Rewrite to read as follows:

Parental leave (in instances of newborns or adoptions) is available to all employees who have completed their probationary period. The employee must give two weeks' notice of their departure date and state their intention to return to the job. The employee is entitled to a maximum of eight (8) weeks leave without pay. If they so choose employees will be allowed to use accumulated sick, vacation, and/or personal leave during parental leave. Parental leave shall not affect the employee's right to receive vacation time, sick leave bonuses, advancement, seniority, length of service credit, benefits, plans or programs to which he/she was eligible at the date of his/her leave, and any other advantages or rights, provided that such leave shall not be included where applicable, in the computation of such rights and benefits. Upon expiration of parental leave, employees shall retain all rights in accordance with M.G.L. 149, Section 105D. The employee is responsible for the payment of 100% of medical insurance benefit premiums for the duration of the leave.

6. **ARTICLE 14**
**SALARIES**

Add a new section to read as follows:

*Section 4.* Employees promoted one pay grade shall be placed at a step that is at least 6% higher than their current rate of pay. Employees promoted two pay grades shall be placed at a step that is at least 10% higher than their current rate of pay.

7. **SALARY INCREASE**

Salary:

Effective July 1, 2007: increase the salary schedule by 3%

Effective July 1, 2008: increase the salary schedule by 3% plus $550 added to the base pay

Effective July 1, 2009: increase the salary schedule by 3% plus $550 added to the base pay

Adult pages Salary:

Year 1: 3%

For years 2 and 3 the following step schedule for Adult pages shall be incorporated into the cba: