

AGREEMENT

between

THE CITY OF QUINCY

and the

**QUINCY LIBRARY STAFF ASSOCIATION, MLSA,
LOCAL 4928, MFT, AFT, AFL-CIO**

July 1, 2012 – June 30, 2015

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PREAMBLE

This Agreement entered into by the City of Quincy, hereinafter referred to as the Employer, and the City of Quincy Library Department, and Quincy Library Staff Association affiliated with Massachusetts Library Staff Association, MFT, AFT, AFL-CIO, has as its purpose the promotion of harmonious relations and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 Recognition

1.0. The Employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all regular full-time and part time employees and pages of the City of Quincy Library Department, excluding the Director, Assistant Director, Business Manager, and seasonal employees. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any conditions contained in this Agreement.

ARTICLE 2 Union Dues and Agency Fees

2.0. The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the City in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the City Treasurer from time to time. The authorization of dues form on the following page shall be used.

2.1. In accordance with the provisions of General Laws, Chapter 150E, Chapter 180, Section 17G, the Employer agrees to deduct any agency service fee, as condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided in paragraph 1 of this Article. The Union agrees to indemnify the City for any damages which the City is required to pay an administrative agency or court of competent jurisdiction as a result of the City's compliance with this Article.

2.2. The City Treasurer shall transmit promptly each week to the Union Treasurer the deducted union dues and agency fees, together with a list of the employees from whose wages such union dues and agency fees shall have been deducted. And the City Treasurer shall require of the union Treasurer such bond and in such form as shall satisfy the City Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 150 of the General Laws.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Name of Employee)

TO: CITY OF QUINCY

Effective _____, I hereby request and authorize you to deduct from my earnings each week, the current amount of dues as established by the UNION.

This amount shall be paid to the treasurer of QUINCY LIBRARY STAFF ASSOCIATION, MLSA, MFT, AFT, AFL-CIO.

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

Employee's Signature

Employee's Address

Employee's Phone

2.3. The Union agrees that said Service Fee is pursuant to a vote of a majority of all of the employees in such bargaining unit present and voting.

ARTICLE 3
Discrimination

3.0. There shall be no discrimination by representatives of the Employer against any employee covered by the terms of this Agreement because of race, creed, color, sex, age or on any other basis prohibited by law and that such employee shall receive the full protection of this Agreement.

ARTICLE 4
Grievance Procedure

4.0. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

4.1. 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 Library Director within ten (10) working days of the date of the grievance or his/her knowledge of its occurrence. The Director shall attempt to adjust the matter and shall respond to the Steward within five (5) working days. Time periods may be extended by mutual agreement of the parties.

4.2. Step 2. If the grievance still remains unadjusted, it shall be presented to the Mayor, or his/her designee, in writing within five (5) working days after the response of the Director is due. The Mayor shall conduct a hearing and respond in writing within five (5) working days. Time periods may be extended by mutual agreement.

4.3. Step 3. If the grievance still is unsettled, either party may, within fifteen (15) days after the reply of the Mayor is due, by written notice to the other, request arbitration.

4.4. The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association. Expenses for the arbitrators' services shall be shared equally by the parties.

4.5. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which s/he shall have no power to add to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be legal and binding upon the parties.

4.6. Employees covered by Civil Service must at Step 2 of this procedure elect whether or not they desire to proceed to binding arbitration hereunder or exercise their rights under General Laws, Chapter 31, Sections 43, 45, and 46. Employees must choose grievance procedure or Civil Service in writing.

4.7. Working days as used in this article shall refer to Mondays through Fridays, excluding holidays as defined in Article 13.

ARTICLE 5

Discipline

5.0. Employees shall have the right to have Union Steward or representative present in any disciplinary action warning or reprimand.

5.1 Reprimand of an employee shall be done in a manner so as not to embarrass the employee.

5.2 Employee's personnel file shall be available to the employee for review. An employee may have a Union representative accompany him/her during such review. Upon request, the employee shall be furnished with a reproduction of any material in his/her file. The employer may charge the employee ten (10) cents per page after fifteen (15) pages.

5.3 No negative material shall be placed in an employee's file unless first shown to the employee. The employee will acknowledge that s/he has had the opportunity to review such material by signing the copy to be filed with the express understanding that such signature indicates merely that s/he has seen it and in no way indicates agreement with the content thereof. The employee shall have the right to submit a response to the material, which shall also be included in the file.

ARTICLE 6

Layoffs

6.0. In the event that the City deems it necessary to lay off employees, the following procedures shall apply:

- (a) The City shall determine those positions which are to be abolished.
- (b) The least senior employee in the job classification wherein the position to be abolished falls shall be laid off first.
- (c) An employee to be laid off may bump a less senior employee in a lower classification where the employee so bumping is qualified to perform the less senior employee's job.

- (d) Any employee bumped may similarly exercise bumping rights.
- (e) For the purpose of layoff only, it is agreed that current employees in the paraprofessional Grades IV and V may bump a less senior professional Librarian I. Current Employees includes only those paraprofessionals in Grade IV and V on March 1, 1982. A paraprofessional exercising bumping rights under this section shall continue in his/her existing grade and shall not thereby become a paraprofessional Librarian Grade I.
- (f) Employees shall be entitled to be recalled in inverse order of the layoff to positions for which they are qualified for a period of two (2) years.
- (g) During an employee's recall period, when a position covered by this agreement becomes vacant, the employee on layoff shall be entitled to bid for such position as if said employee were employed in accordance with the provisions of Article 20, Job Positioning & Bidding. An employee on layoff shall exercise notice of recall from the City on one occasion, thereafter employees shall be responsible for advising the City of the employee's desire to fill a vacancy pursuant to recall. An employee who declines recall to the job from which the employee was laid off shall not be eligible thereafter for recall. An employee may decline recall to a position other than the one from which the employee was laid off and continue to be eligible for recall during the recall period.
- (h) 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 7
Seniority

- 7.0. The City and the Union shall recognize and adhere to all applicable Civil Service statutes and rules and regulations relative to seniority.
- 7.1. For purpose of the Agreement, seniority shall be defined by the Civil Service statute rules and regulations for those subject to Civil Service.
- 7.2. For employees not covered by Civil Service, the length of service of the employee in the bargaining unit shall determine the seniority of the employee.
- 7.3. The Union shall receive from the City a copy of the Civil Service Seniority list as it is compiled each year.

7.4. The principle of seniority for qualified employees shall govern and control in all cases of promotion within the bargaining unit, transfer, as well as preference in assignment to shift work, and choice of vacation period.

ARTICLE 8

Overtime

8.0. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times (1 ½) the regular rate of pay for work in excess of the normal work day or work week, or if the employees shall so request they shall be granted compensatory time off calculated at the rate of one and one-half (1 ½) hours for each hour worked in excess of the normal work day or work week. Overtime will be assigned on a rotating basis within the department. In the event no one from the affected department is available, overtime will be made available to regular substitutes and then other qualified employees.

8.1. Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours overtime pay.

8.2. Working schedules shall not be changed for the purpose of avoiding overtime.

8.3. Any employee obligated to work on any emergency closing (e.g. a day closed, late start, or early closing due to storm, power failure, or other emergency situation) shall be paid overtime at the rate of time and one half (1 ½) times the regular rate of pay for the number of hours worked, or if the employee shall so request they shall be granted compensatory time off calculated at the rate of one and one half (1 ½) times the hours worked. Employees shall be compensated at the rate of time and one half for time spent shoveling snow during emergency closings.

ARTICLE 9

Weekend Differential

9.0. Except for pages and college aides who work 12 hours or less per week and all part-time employees hired after 7/1/06 who work 12 hours or less per week, all employees whose schedule includes work on Saturday shall be paid (as of July 1, 2013) \$7.00 per hour for the number of Saturday hours worked in addition to their regular hourly pay.

9.1. Sunday hours at time and one half will exclude part-time employees who work on Sundays.

9.2. All Sunday hours shall be voluntary. An employee shall elect either Compensatory Time or Premium Pay for Sunday hours. Compensatory time for Sunday hours shall translate into the hours of one full time day and shall be used within one (1) calendar year. Sunday hours shall be for four (4) continuous hours.

Easter Sunday shall be considered a holiday.

Employees shall volunteer in three (3) month intervals, where more than one employee desires a given Sunday, seniority shall be the deciding factor. The Sunday schedule shall be posted. Employees shall have the option to change Sunday hours with another employee. If there are not sufficient volunteers, the City shall hire special Sunday substitutes.

Permanent full-time employees who volunteer and work seven Sundays in any three-month Sunday schedule interval [non-rolling], shall have one (1) day added to their personal time, up to a maximum of three (3) days per year. Such accumulated leave must be requested at least twenty-four (24) hours in advance (except in the case of an emergency or other unusual circumstance), and taken in the fiscal year in which it is earned and credited.

Article 9.3 During the period of June 30th to the weekend before Labor Day (library closed Labor Day weekend) employees hired before 7/1/06 may work weekend hours on a voluntary basis. Full-time employees hired after 7/1/06 will work two Saturdays a month year 'round but summer Sundays will remain voluntary. Such hours during this period shall be: Saturday 9:00 a.m. to 5:00 p.m., Sunday 1:00 p.m. to 5:00 p.m. If the July 4th holiday falls on a Friday or a Saturday the library will be closed Friday through Sunday. If the July 4th holiday falls on a Sunday or Monday, the library will be closed Saturday through Monday. Sunday hours shall be compensated in the same manner as normal Sunday Hours.

ARTICLE 10

Shift Differential

10.0. Except for pages and college aides initially hired after the execution of this agreement who work 12 hours or less per week and all part-time staff hired after 7/1/06, all employees whose schedule includes work after 5:00 P.M. shall be paid (as of July 1, 2013) \$4.00 per hour for the hours worked after 5:00 P.M. in addition to their regular hourly pay.

10.1. The shift differential for the designated night custodian at the Main Library shall apply to his/her total forty (40) hour work week, even though his/her night shift begins before 5:00 p.m. For night custodians hired after 7/1/06, shift differential begins at 5pm.

ARTICLE 11
Hours of Work

11.0. The number of hours in the full-time work week, as presently established, shall remain in effect: thirty-five (35) hours a week for professional and paraprofessional employees and forty (40) hours a week for all other employees of the Library.

11.1. Changes in work schedules shall be made only if they are mutually agreed upon by the Union and the Employer.

11.2. A rest period of not less than ten (10) minutes in each half shift shall be included in the work schedules of all employees. Employees may leave the premises during rest periods.

11.3. All employees who for any reason work beyond their regular quitting time shall be given a meal break before they begin such work, and they shall be given the rest periods occurring during such working hours.

11.4. Custodial and security employees shall have a paid meal period of not more than 30 minutes for each whole shift. Such employees shall be on call during meal periods.

11.5. The Library shall be closed on those days when Quincy City Hall is closed due to inclement weather. The Library will take reasonable efforts to notify employees of any such closures. Employees will be paid for such days without any charge to annual and/or personal leave.

11.6. The Library will be closed one (1) day per year for the purpose of staff development. The Employer shall notify the Union which day will be utilized for staff development at least 90 days prior to said day. Employees regularly scheduled to work 1:00 P.M. to 9:00 P.M. shall work 9:00 A.M. to 5:00 P.M.

11.7. A committee comprised of three individuals representing the Union and three individuals representing the Library shall be created to review staffing levels and employee schedules for the purposes of determining whether or not it is feasible for employees being required to only work one night per workweek and one Saturday per month. This committee shall hold its first meeting by October 1, 2013.

ARTICLE 12
Union Representatives

12.0. The Union shall furnish the Employer with a written list of Union stewards and other representatives immediately after the designation of such representatives. And the Union shall notify the employer of any changes in list of representatives.

12.1. The Union Stewards and other representatives shall be granted a reasonable amount of time off with pay during working hours to investigate and settle grievances, and to attend meetings of local, state or national bodies without loss of pay.

ARTICLE 13
Holidays

13.0. All employees covered by this contract who are regularly employed shall receive regular compensation for the following holidays:

½ day before New Years	Patriots Day
New Years Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Columbus Day
Labor Day	½ Day before Christmas
Independence Day	Christmas Day

or the day following when any of the above holidays occur on Sunday.

13.1. Regular compensation for a full day holiday shall consist of one-fifth (1/5) of an employee's regular week's pay. Regular compensation for a half-day holiday shall consist of one-tenth (1/10) of an employee's regular week's pay.

13.2. Any employee obligated to work any of the above holidays shall receive both regular compensation for the holiday and, at the discretion of the employee, either additional time off at the rate of time and one half (1 ½) for the number of hours worked, or additional pay at the rate of time and one half (1 ½) for the number of hours worked.

13.3. When any of the above holidays occur on any of an employee's regular days off, the employee shall receive, at the discretion of the employee, either regular compensation for the holiday or compensatory time off in the amount on one-fifth (1/5) of the number of hours in the employee's regular work week in the case of a full-day holiday, or compensatory time off in the

amount of one-tenth (1/10) of the number of hours in the employee's regular work week in the case of a half-day holiday.

13.4. At the discretion of the Mayor, regular compensation shall be received by those employees who wish to participate in a religious obligation and who make prior written request through the Director of Libraries to the Mayor.

13.5. In the event the Mayor declares a special holiday or "skeleton day" for all City Hall and Public Works employees, the employees covered by this contract shall be required to work if the Director of Libraries so determines, but the employees thus required to work shall receive their regular pay for that day, and in addition, they shall receive, at the discretion of the Director of Libraries, either compensatory time off in the amount of the number of hours worked or additional pay at the straight time for the number of hours worked.

13.6. The library shall close at 5:00 p.m. on the evening before Thanksgiving and the evening before the Fourth of July. Employees regularly scheduled to work 1:00 p.m. – 9:00 p.m. shall work 9:00 a.m. – 5:00 p.m.

ARTICLE 14 **Vacations**

14.0. The policy hereby set forth shall cover all persons covered by this Agreement. "Regularly employed" shall be interpreted to mean an employee hired to fill a permanent opening, or an employee hired to fill a temporary opening when such employment extends beyond continuous thirty (30) week period. Part-time employees whose hours of work are regularly scheduled shall be included on a prorated basis.

14.1. Every employee, as defined above, of the City of Quincy, except as hereinafter provided, shall be granted a vacation of two (2) weeks in each fiscal year if s/he has actually worked for the City of Quincy for thirty (30) weeks in the aggregate, to be credited January 1 of each year (to be implemented according to Union's proposal (8/27/98) Vacation day carryover illustration of maximum accrual). In the scheduling vacation, preferences should be given employees on the basis of years of employment in the department, whenever possible.

14.2. Regular employees who have less than thirty (30) weeks of service shall be granted vacation pro-rated to their term of employment as follows:

- Vacation credit shall accrue at the rate of one (1) day for each five (5) week period.

14.3. Part-time employees whose hours of work follow a regular schedule shall be granted vacation weeks on the same schedule as full-time employees pro-rated to their hours of work.

14.4. Professional employees shall be granted four (4) weeks of paid vacation in their first through twentieth years, and five (5) weeks of paid vacation in their twenty-first year and thereafter.

14.5. All other employees shall be granted two (2) weeks of paid vacation in their first through fifth years, three (3) weeks of paid vacation in their sixth through tenth years, four (4) weeks of paid vacation in their eleventh through twentieth years, and five (5) weeks of paid vacation in their twenty-first year and thereafter. Effective July 1, 1991, all employees with twenty-five years of more of service shall be eligible for six (6) weeks paid vacation in each fiscal year.

14.6. Any person returning to the employ of the City after military leave shall be entitled to have the time of his/her military service counted as time actually worked in the employ of the City if s/he is not otherwise eligible for such vacation because s/he has not actually worked for a sufficient time; provided that said military service shall be so counted only with respect to the vacation of such person in the year of his/her return, and in the next following year if his/her vacation is based on time worked in previous year.

14.7. Employees who have fulfilled requirements for a vacation and whose service is terminated by dismissal through no fault or delinquency on their part, or by resignation or retirement, or death, without their having been granted vacation to which they are entitled, shall be paid an amount equal to the employee's current rate of pay in lieu of the vacation due.

14.8. Vacations shall not be cumulative, except that an employee may carry over one (1) year's accumulation into the next year.

14.9. If a holiday credit falls within the vacation period, it shall not count as part of the vacation allowance. Employees with master degree in library science shall be eligible for the professional vacation.

14.10. Employees may use vacation in increments of one-half (1/2) days.

ARTICLE 15
Sick Leave

15.0. Persons hired prior to June 17, 2013 shall be entitled to paid sick leave at the rate of eighteen (18) days per calendar year to be credited on January 1. For employees of less than one year of service, sick leave shall be accumulated at the rate of 1-1/2 days per month.

Persons hired by the City after June 17, 2013 shall be entitled to paid sick leave at the rate of fifteen (15) days per calendar year to be credited on January 1. For those employees hired after June 17, 2013 with less than one year service, sick leave shall be accumulated at the rate of 1 ¼ days per month.

Sick leave shall be pro-rated for part-time employees whose hours of work follow a regular schedule, the pro-rating being calculated as follows:

Take one – fifth (1/5) of the number of hours of work per week, multiply by three halves (3/2) and the result gives the number of hours of pro-rated sick leave accumulated per month.

15.1. No sick leave will be allowed during the first month of employment. Credit will be deposited on the first day of the month following the first full month of employment.

15.2. If an employee is absent five (5) days or more, chargeable to sick leave, who has repeated absences of short duration, a statement from the employee's physician may be required, such statement to give the nature of the illness and the expected duration. In order for sick leave to be allowed, an employee must notify the library on the first day of absence. Sick leave notification may be reported by the employee, his/her family or physician.

15.3. Effective July 1, 2008, an employee who retires from his/her position with the City or dies while employed by the City shall receive a cash payment of \$50.00 per day for the number of sick days of his/her unused, accumulated sick leave credited to him/her on the date of his/her retirement or the date of his/her death. In the event of death, payment shall be made to the beneficiary, or to his/her estate.

15.4. Membership in the pension system shall not be required for sick leave pay-off.

15.5. Any employee who received compensation pursuant to the Worker's Compensation Law may, in addition, draw upon his/her accumulated sick leave, at his/her option, the difference between the payment made to him/her pursuant to Worker's Compensation and his/her normal weekly salary to the extent of its accumulation.

15.6. The Library shall present to the employee the amount of his/her accumulated sick leave twice a year.

15.7. Sick leave may be used for medical and dental appointments.

15.8. Sick leave may be taken to care for an ill member of the immediate family, with the approval of the Library Director. Medical documentation may be required in accordance with section 15.2.

15.9. Upon application for additional sick leave by a seriously ill permanent full-time or permanent part-time employee who has at least one (1) year of service with the City and who has exhausted all available leave, the Library Director shall determine the eligibility of such an employee to receive additional sick leave following a review of adequate medical evidence of serious illness. A statement from the employee's physician may be required, giving the nature of the illness and the expected duration. Following favorable determination of eligibility, each permanent full-time member of the bargaining unit who has been employed by the City for at least one (1) year and who has accumulated at least eighteen (18) days of sick leave at the time of determination of eligibility may voluntarily transfer up to five (5) days of his/her accumulated sick leave to such employee. All such transfers shall be confidential.

15.10. Permanent full-time and permanent part-time employees with perfect attendance at work in any four (4) calendar months (one hundred twenty [120] day) period shall have one (1) day added to their personal time, up to a maximum of three (3) days per year. The taking of a personal day allowed under this contract or any voluntary transfer of sick leave permitted under this Article shall not interrupt the employee's perfect attendance record. Such accumulated leave must be requested at least twenty-four (24) hours in advance (except in the case of an emergency or other unusual circumstance), and taken in the fiscal year in which it is earned and credited.

ARTICLE 16

Maternity Leave/Paternity Leave

16.0. A leave of absence without pay will be granted for a period of up to six (6) months after date of delivery. Such leave may be taken any time after the sixth (6th) month of pregnancy or such other time as the employee's physician certifies, in writing, to the Director. Upon expiration of said leave, the employee shall be reinstated at her former job classification to the same or substantially similar position in the Library.

16.1. Employees shall notify the Director when they intend to return to work at least two (2) weeks prior thereto.

16.2. This section shall apply to adoptive parents.

16.3. Accrued sick leave benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary medical disabilities.

ARTICLE 17

Jury Pay

17.0. The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE 18

Funeral Leave

18.0. Leave with pay, not to exceed five (5) days, shall be granted to all employees covered by this Agreement in the event of the death of the following: spouse, child, parent, brother, sister.

18.1. Leave with pay, not to exceed three (3) days, shall be granted to all employees covered by this Agreement in the event of death of the following: grandparent, parent-in-law, aunt, uncle, niece, nephew, or any person living in the employee's immediate household.

18.2. Leave with pay, not to exceed one (1) day, shall be granted to all employees covered by this Agreement in the event of death of the following: a member of the employee's family not so specified above, a friend, or an employee of the department. Employees may be denied funeral leave for the death of an employee of the department if allowance of the leave would lead to the disruption of services.

ARTICLE 19

Military Leave

19.0. Leave for military duty shall be without loss of regular rate of pay, in accordance with Section 52A of Chapter 149 of the General Laws.

ARTICLE 20
Job Posting and Bidding

20.0. When a position covered by this Agreement becomes vacant, such a vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. The Union representative shall be notified in writing at the time of posting. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven day period. Within ten (10) working days of expiration of the posting period, the Employer will award the position to the most senior applicant qualified. Employees promoted shall be placed in step in grade, in accordance with years of service.

In the event no applicant is selected within ten (10) working days, the applicant(s) will be notified and informed of the delay and cause. Management and the Union will agree on the additional search period needed to fill the position.

ARTICLE 21
Bulletin Board

21.0. A bulletin board shall be provided for the use of the Union.

ARTICLE 22
Group Insurance

22.0. The Parties agree that group health insurance and contribution rates shall be provided in accordance with the Memorandum of Agreement entered into by the City of Quincy and the Public Employee Committee (PEC) that was signed on September 30, 2008 and the Memorandum of Agreement entered into by the City of Quincy and the PEC that was signed on July 1, 2011, and took effect on July 1, 2012.

ARTICLE 23
Management Rights

23.0. The Union recognizes the right of the City and its representative to manage the City and the Library and direct employees covered by this Agreement in accordance with their responsibilities, including but not limited to the generality of the foregoing, the right to select and hire employees, the right to discipline, suspend or discharge employees for just cause and the right to promulgate reasonable rules and regulations provided that such rights shall not be executed in conflict with this Agreement.

ARTICLE 24
Severability

24.0. Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, by law, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

ARTICLE 25
No Strike

25.0. No public employee or employee organization shall engage in a strike, and no public employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding or services, in accordance with General Laws Chapter 150E, Section 9A.

ARTICLE 26
Working Area Conditions

26.0. Clean, well lit, air conditioned, heated, and well ventilated work areas shall be provided for all employees.

26.1. Lounge area, first aid provisions, including a cot, rest rooms for the exclusive use of employees and office equipment in good working order, shall be provided by the Employer.

26.2. Extreme Temperature Relief. The City recognizes the potential stresses caused by extreme temperatures in the work environment. To reduce the potential for temperature-related issues, the following procedures shall be followed.

In order to measure temperature effectively, the library will provide working thermometers in all staff areas.

When the inside temperature in any library building goes beyond the optimal operative range of 55°F and 85°F, the library will grant temperature relief to employees in that area.

When temperature relief is granted at the Main Library, employees in an affected area will be granted time away from the affected area in one-hour intervals. Staff will then work in an unaffected area of the library while staff from unaffected areas will cover their position.

When temperature relief is granted at a branch library, the branch will be closed. If there is less than one hour remaining in the work day, the branch employees will be permitted to go home

with no reduction in pay. If there is more than one hour left in the work day, the branch employees will be assigned to another unaffected library location.

26.3. An emergency signaling device will be made available in appropriate areas of the main library.

ARTICLE 27
Uniform Allowance

27.0. Uniforms shall be provided by the City for the custodial and maintenance staff, as follows: foul weather gear for those with outside duties; and uniforms (shirts and pants) for the custodians and for the groundswoker. The employees shall have input into which uniform items shall be provided each year. Custodians and the groundswokers may wear shorts for outside work when the temperature and humidity so dictate.

27.1. The City shall bid prices and provide funds for rental of said uniforms.

27.2. Said uniforms are to be worn when staff are on duty.

ARTICLE 28
Miscellaneous

28.0. As defined in G.L. Chapter 31, Section 33, all employees re-employed by the City shall receive credit for previous service.

28.1. Established practices and policies shall be maintained at no less than current standards.

28.2. After working one (1) week at a higher classification, an employee shall be paid at the higher rate of the higher classification.

28.3. The City agrees to reproduce the contract in pocket-size form, provided the Employer and the Union shall contribute equally towards the cost, and provided that one hundred (100) copies be produced.

28.4. Library Staff using their own vehicles will be reimbursed at the rate of .25 per mile or such other rate as the city may establish citywide for travel between branches during the work day and to library meetings.

28.5. All benefits of this Agreement shall be pro-rated for all part-time employees covered by this Agreement, including step rate placement as specified in Appendix A-5. As of 7/1/06, part-

time employees who work fewer than 20 hours per week are excluded from accruing sick time, vacation time and personal time. Step raises remain in effect for these employees.

28.6. Job descriptions of all positions in the Library Department shall, in cooperation with the Union, be promulgated by the Director of Libraries on or before December 1, 2013.

The revised job descriptions will not necessarily result in any upgrades on the salary schedule.

28.7. Employees' personal property, such as eyeglasses, shall be replaced by the City if damaged in the line of duty.

28.8. The City shall provide leave and funds to be made available to any employee covered by this Agreement, when the Director of Libraries shall approve the employee taking courses, attending conferences, seminars or workshops, directly related to improving the employee's performance, but not limited to the field in which the employee is assigned at T.C.P.L. For this purpose the City shall provide a total of seven thousand five hundred dollars (\$7,500) annually.

28.10. The City agrees to consult with the Police Chief in regard to security at the libraries as may be required.

28.11. Accumulated time shall be presented to employees twice each year.

28.12. Probationary Period

All new employees will serve a probationary period of six months. An employee may be dismissed at any time during this period if the director judges this to be in the best interest of the library.

ARTICLE 29

Longevity

29.0. Effective July 1, 1992, employees who attain the required years of service shall be paid on July first of each year and annual payment in accordance with the following schedule. Those payments shall be pro-rated for retirees for the months worked.

Years of Service	Annual payment on July 1
Ten (10) years of service	\$350.00
Fifteen (15) years of service	\$500.00
Twenty (20) years of service	\$650.00
Twenty-five (25) years of service	\$800.00
Thirty (30) years of service	\$1,000.00

29.1. Longevity shall be paid in a separate check.

ARTICLE 30
Tax-Sheltered Annuity

30.0. So as to provide for a non-forfeitable annuity, payable upon retirement or termination of employment, and employee may contract with the City for the purchase of an annuity pursuant to Section 37B of Chapter 71 of the G.L. of Massachusetts as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

ARTICLE 31
Wages

31.0. Wages shall be established as set forth in Appendices A-1, A-2, A-3, A-4, and A-5 attached hereto and made part hereof.

The Wages of employees shall be increased as follows:

Effective July 1, 2012 – 1%

Effective July 1, 2013 – 2%

Effective July 1, 2014 – 2%

Should during the life of this agreement any City unit reach an agreement with the City for a financial increase greater than that provided the Library unit; the parties agree to reopen the collective bargaining agreement for the purpose of discussing finances.

ARTICLE 32
Labor-Management Meetings

32.0. Labor-management meeting shall be arranged to be held regularly at least twice a year, for the purpose of administering the Agreement. These meetings shall not be used for contract negotiations or grievances. In order to limit the business of these meetings to matters of contract administration, agenda items are to consist of citations of specific articles or parts of articles of the contract and the specific questions relating to those parts of the contract.

32.1. Either party may initiate meetings, and the meetings shall take place after consultation and mutual agreement with the other party as to agenda, sufficient notice, date, etc. Labor members at the meetings shall consist of the Chapter Chair, and two (2) persons of the Chair's choice, and

the management members at the meetings shall consist of the Director and two (2) persons of the Director's choice.

ARTICLE 33
Personal Days

33.0. All employees will be granted three (3) personal days of paid leave (non-cumulative) each calendar year.

33.1. Such leave must be requested at least twenty-four (24) hours in advance except in case of emergency or other unusual circumstances.

33.2. Personal leave may be used in one (1) hour increments

ARTICLE 34
Drug – Testing

35.0. The Union accepts the City's right to test its members for drugs, such testing shall be based upon reasonable suspicion. Such testing procedures shall be worked out by a committee of equal Union and Management members and shall be consistent with other City contracts.

ARTICLE 35
Employee Evaluation

36.0. The Union and Management, with membership, shall set up a committee to set up criteria for Employee Evaluations.

ARTICLE 36
Duration of the Agreement

July 1, 2012 through June 30, 2015

Appendix A-1

Professional Employees

Librarian I.

Positions include professional assignments not requiring an M.L.S. Range I includes Branch Children's Librarians and Library Interns, and Literacy Project Staff.

Ranges II and III include staff members in non-professional assignments who are working toward or have completed requirements for an M.L.S. Effective December 1, 2003, Range II includes Main Library and Branch Children's Librarians (M.L.S. not required) who conduct various professional ancillary programs, such as Story Hours and Class Room Visits.

Librarian II

Range I includes Branch Adult Services Librarian (M.L.S. not required).

Effective December 1, 2003, Range II includes Main Library and Branch Children's Librarians (M.L.S. not required) who conduct various professional ancillary programs, such as Story Hours and Class Room Visits.

Range III includes Reference Librarian, Main Library and Branch Children's Librarians (M.L.S. required), and Adult Services Librarian.

Librarian III

Positions of higher responsibility than Librarian II. Range I includes Branch Librarian assignments not requiring an M.L.S. and Literacy Project Manager. Range III includes Branch Librarian (M.L.S. required) and Senior Reference Librarian.

Librarian IV.

Includes positions with some system-wide responsibility, such as Acquisitions Librarian, Chief of Circulation/Reader's Advisor, Chief Cataloger, Regional Services Librarian (ILL) and Head of Reference.

Librarian V.

Includes positions with some system-wide and administrative responsibility, such as Head of Children's Services, and Head of Technical Services.

Internship

A full-time staff member attending any ALA accredited graduate library school will advance to Librarian I, Range II upon completion of half the program (usually 18 credits), and to Librarian I, Range III on completion of all requirements for a master's degree. Step assignment will be that step giving at least the equivalent of a full step rate above the pay being received in Range II. Appointment in the M.L.S. range will establish a new anniversary date for step rate purposes.

APPENDIX A-2 Paraprofessional Employees

Paraprofessional III (PPIII)

Non-professional entry-level position having the general title Library Assistant. Performs general library tasks as assigned. Requires High School diploma.

Paraprofessional V (P.P. V)

Senior Library Assistant

Includes all public service desk and computer lab assistants and may include paraprofessionals assigned to other duties in the library. Entry level paraprofessional position for staff with a Bachelor's Degree.

Paraprofessional VI (P.P. VI)

A promotional level for P.P.Vs in recognition of especially meritorious performance.

Paraprofessional VII (P.P. VII)

The supervisory grade for paraprofessionals requiring broad knowledge of the collections, policies, and practices in this library and direct supervision over other paraprofessional employees. Typical job titles: Schedule Supervisor, Adult Services Specialist in Main Library Circulation Department, and Bookmobile Librarian.

Paraprofessional VIII (P.P.VIII)

Typical job titles: Administrative Library Assistant

APPENDIX A-3

Educational and Performance Incentive Differentials

A.1. All paraprofessional employees who have either any associates degree from any accredited school, or any sixty (60) hours of courses from any accredited undergraduate school, or eighteen (18) hours of courses in library science or library technology shall receive an annual differential of Five hundred twenty dollars (\$520.00), effective July 1, 1991.

A.2. All paraprofessional employees who have either any baccalaureate degree, or any one hundred twenty (120) hours of courses from any accredited undergraduate schools, or thirty-six (36) hours of courses in library science or library technology, shall receive an annual differential of One thousand forty (\$1,040), effective July 1, 1991.

A.3 Effective December 1, 2003: Main library and branch children's librarians, (M.L.S. not required), who conduct various professional, ancillary programs such as story hours and class visits shall receive a \$1,200 annual differential.

A4. Any full time employee with a non-librarian master's degree will receive a differential of \$750.00 per year. Any full time employee with an earned Doctorate will receive \$1,500.00 per year.

An employee will receive only one educational differential, whichever is higher.