CONTRACT

BETWEEN THE

TOWN OF SEEKONK, MASSACHUSETTS

AND THE

MASSACHUSETTS LIBRARY STAFF ASSOCIATION

AFT-MA, AFT, AFL-CIO, SEEKONK PUBLIC LIBRARY EMPLOYEE ASSOCIATION On behalf of Local 4928

AGREEMENT OF:

JULY 1,2008 through JUNE 30,2010

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I. AGREEMENT CLAUSE

This Agreement is made under Chapter 150E of the Massachusetts General Laws, and is hereby entered into by the Town of Seekonk, hereinafter referred to as the Town, and the Seekonk Public Library Employee Association, Massachusetts Library Staff Association, Local 4928, AFT-MA, AFT, AFL-CIO, hereinafter referred to as the Union. The Agreement sets forth the compensation, hours of work and other conditions of employment for those employees covered by it, and has as its purpose the promotion of harmonious relations between the respective parties.

II. RECOGNITION CLAUSE

The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of the employment for all full-time and regular part-time employees in the service of the Town employed at the Seekonk Public Library including senior librarians, the customer service/inventory supervisor, staff librarians, the library administrative associate, the technical services associate, the customer service/inventory associate, but excluding the director, the associate director, and all managerial confidential, and casual employees.

The Town will advise all new employees whose positions are covered in the Recognition Clause at the time of employment that the Union is their bargaining representative. The parties recognize the right of any employee to choose whether or not to become a member of the Union, and the Town will not discourage, or in any way interfere with the right of any employee to become and remain a member of the Union.

III. RIGHTS OF MANAGEMENT

Save as expressly modified herein, under Grievance Procedure and other Articles, nothing contained in this Agreement shall be construed as limiting the Library in any way in the exercise of the regular and customary functions of management, including, but not limited to, among such functions the right to hire, discharge, layoff, and discipline, and the right to make and enforce such rules relating to its operation as it shall deem advisable.

IV. PROBATIONARY PERIOD

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete six months of continuous, active service (not including time off) in the position. Employees who have already met this requirement prior to the execution of this Agreement will not be required to complete the requirements again. During the probationary period, the employee is not entitled to any benefits or protections under this Agreement, except those required by statute (health insurance), holidays, jury duty and bereavement leave. Following the successful completion of the probationary period, the six month period will be credited as service time in determining the employee's benefits under this Agreement. The Town will notify the chair of the Local if the employee successfully completes the probationary period.

V. GRIEVANCE AND ARBITRATION PROCEDURE

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible so as to insure efficiency and employee morale. A grievance shall be defined as a dispute concerning the interpretation or application of any specific provision of this Agreement.

Informal Step: Grievances shall be presented verbally by the employee and/or the Union to the Associate Library Director within 7 (seven) working days of when the employee or the Union knew or should have known of the occurrence giving rise to the grievance. The parties will attempt to resolve the grievance.

Step 1: If the grievance is not resolved at the Informal Step, a local Union representative and/or an international union representative shall present it in writing to the Library Director or his/her designee within 7 (seven) working days of its presentation at the Informal Step. The grievance will include a statement of the facts and provision (s) of the Contract alleged to have been violated. The Library Director or his/her designee shall meet with the grievant and/or the Union representative within seven (7) working days from the time the grievance is presented to him and shall answer the grievance in writing within seven (7) working days after the meeting.

Step 2: If the Library Director does not hear the grievance at Step 1 or the grievance is not resolved at Step 1, the Union shall within fifteen (15) working days after receiving the answer forward the grievance in writing to the Town Administrator requesting a formal hearing. If the grievance is not satisfactorily adjusted at Step 2, the Union may request a meeting with the Board of Selectmen within 7 (seven) working days of the Town Administrator's answer.

Step 3: If the grievance has not been resolved at Step 2, the Union may submit the grievance to the Board of Selectmen for a hearing in Executive session. Such hearings will be made within fifteen (15) working days after the expiration of time limits set forth in Step 2 with written notice of said submission to be given to the Board of Selectmen by delivery in hand or by registered mail. If the grievance is not satisfactorily adjusted at Step 3, the Union may request arbitration.

Step 4: The arbitrator shall be selected in accordance with the rules of the American Arbitration Association or at the option of both parties the Board of Conciliation and Arbitration. The hearing shall be conducted in accordance with the applicable rules of either organization. The decision of the arbitrator shall be final upon the parties, except that the arbitrator shall make no decision which alters amends, adds to or detracts from the contractual provisions contained herein.

Each party shall bear its own arbitration expenses, but the fee of any arbitrator shall be paid equally by the parties. Any of the times limits contained in this Agreement may be changed at any time by mutual consent of the parties. Otherwise, failure to follow the provisions of this procedure, including the time lines by either the Union or the employee, will constitute a waiver of the grievance. The Town's failure to follow the time lines means that the Union can proceed directly to arbitration.

VI. HOURS OF WORK/PRORATION OF BENEFITS

Full-time employees will be required to work at least 32.5 hours and, generally, not more than 40 hours in a regular work week.

Benefits will be prorated (based on a 32.5 hour work week) for those employees working 20 or more but less than 32.5 hours per week.

The hours of employees who work less than 32.5 hours per week may fluctuate depending on the needs of the Library.

Overtime compensation will be paid as required by the Fair Labor Standards Act. Overtime must be approved in advance by the Library Director. Compensatory time off may by used to compensate for overtime hours, at the discretion of the Library Director.

VII. VACATION

A regular full-time employee shall receive vacation with pay in accordance with the following:

YEARS OF SERVICE	VACATION ALLOWED
Less than 1	1 day for each 36.5 days
1 – 5	10 Days
6 – 10	15 Days
11 – 20	20 Days
20 +	25 Days

Length of continuous service in a Department will determine choice of vacation and two (2) weeks of vacations may be taken consecutively whenever possible but any third, fourth or fifth weeks may have to be taken separately.

If an employee dies or separates from the Library for any reason other than misconduct, the employee or the employee's estate will be paid for any accumulated unused vacation.

If in any year an employee is unable, either due to personal illness or in accordance with a request by the Town, to take any part of the earned vacation, the employee will be allowed such vacation during the following year (in addition to earned vacation for that year) at a time approved by the Library Director. Further, employees will be allowed to carry over up to twenty accumulated but unused vacation days from one year to the next. Carried over vacation days will not be used to extend vacations.

Employees regularly working 20 hours or more but less than a full schedule shall receive a pro rata vacation allowance which shall be based on the full-time allowance listed above. Following the successful completion of the probationary period an employee will be eligible to take up to five vacation days which have been conditionally accrued during the probationary period.

VIII. HOLIDAYS

The following days shall be paid holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Patriot's Day	1/2 Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	1/2 Day New Year's Eve
Labor Day	1/2 Day Good Friday
Columbus Day	

If a holiday falls on a Sunday, it will be celebrated on the immediately following Monday; if a holiday falls on a Saturday, it will be celebrated on the immediately preceding Friday.

Should any employee actually perform service for the Town at the direction of the department head during a time when that employee is entitled to a paid holiday leave, the employee will be granted compensatory holiday leave at the rate of two (2) holiday leave hours for each hour actually worked, with a minimum grant of 8 holiday leave hours.

Should a paid holiday leave day fall on a day when a full-time employee is not scheduled to work, due to a scheduled day off or a vacation leave, the employee will be granted compensatory holiday leave hours in an amount equal to the number of hours in the employee's normal working day. This compensatory paid holiday leave time must be taken within 120 days of the date upon which it is granted.

Part-time employees regularly working 20 or more hours will qualify for paid holiday leave if, and only if, their regularly scheduled working day coincides with a holiday leave day. They will receive compensation in an amount equal to the actual number of hours the employee is regularly scheduled to work on that working day.

IX. SICK/FAMILY CARE LEAVE

Sick and Family Care time shall be available to full-time employees and employees regularly scheduled to work 20 or more hours per week.

Sick Leave Accrual and Use: Employees shall be entitled to fifteen (15) days per year, with a maximum accumulation of 120 days accrued at 1 1/2 days per month.

Subject to the Library Director's approval, sick/family care days may be used for personal illness, doctor appointments and to care for sick members of an employee's immediate family. Employees looking to utilize sick leave shall notify his/her supervisor at least thirty (30) minutes prior to his/her scheduled starting tine or as soon as thereafter as practicable.

When an employee uses sick leave for five or more consecutive work days, the Library director may require a physician's certificate documenting the medical necessity of the employee's absence and determining the employee's fitness to return to duty.

Employees who engage in sick leave abuse shall be subject to discipline up to and including dismissal for just cause. When the director or his/her designee has reason to believe that an employee has engaged in sick leave abuse the employee may be required to provide medical documentation indicating the medical necessity of his/her absence. In the event the medical documentation is not satisfactory, the employee may be required to cooperate in an examination with a Town designated physician with costs borne by the Town.

Any employee who resigns or is involuntarily terminated for any reason, including a reduction in force, retirement, job related injury, or death is eligible for a one-quarter (25%) payment of accumulated sick/family care time, but in no event shall that payment exceed twenty-five hundred dollars (\$2,500.00).

Upon request, an employee will be provided once a year with the amount of the employee's accumulated sick leave.

X. OCCUPATIONAL INJURY LEAVE/WORKERS COMPENSATION

An employee injured on the job must report the fact immediately to his/her supervisor. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from

duty caused by an accident, injury or occupational disease, that occurred while the employee was engaged in the performance of his/her duties.

Any employee on occupational injury leave shall not work any other job during the period of incapacitation without the advance permission of the Employer, which shall not unreasonably be withheld. If the employee held a part-time job ("second job") prior to claiming workers' compensation benefits and the second job duties are not inconsistent with the claimed incapacity, the employee need only notify the employer that the employee is continuing to work the second job. Violation may result in reduction and/or discontinuance of any worker's compensation benefit and may result in discipline up to and including dismissal. During periods of incapacity, employees shall be subject to periodic medical examinations as allowed by worker's compensation law as a condition of continued pay, as directed by the Town Administrator. The purpose of these examinations is to secure periodic medical evaluations of the particular employee.

Employees receiving workers' compensation wage benefits will not accrue other forms of paid leave.

An employee who is unable to work as a result of an illness or condition and who is pursuing worker's compensation benefits may use sick leave while doing so. If the employee is provided with worker's compensation and signs over to the Town the compensation for the time period during which he used sick leave, the employee's sick leave shall be restored.

XI. LIMITED DUTY

Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty at the discretion of the Library Director.

XII. DISCIPLINE

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

XIII. BEREAVEMENT LEAVE

Bereavement leave with pay is granted by the town of Seekonk to allow an employee to grieve the death of an immediate family member, a close relative or an individual living in the immediate household.

All full-time and half-time employees regularly working twenty (20) or more hours per week are eligible for paid bereavement leave.

Up to five (5) business days of bereavement leave with pay may be granted for the death of a spouse, child, step-child, parent or step-parent, brother or sister.

Up to three (3) business days of bereavement leave with pay may be granted for the death of a grandparent, grandchild, parents-in-law, son/daughter-in-law, sister/brother-in-law or other member living in the immediate household regardless of the relationship.

One (1) business day of bereavement leave with pay may be granted to attend the funeral of an aunt, uncle or other close relative.

XIV. JURY DUTY/COURT APPEARANCES

The Town of Seekonk provides paid leave for an employee to appear in court, when required, as a result of a summons, subpoena or jury duty.

All full-time and half-time employees regularly working twenty (20) or more hours are eligible for this benefit.

A regular full-time employee who is called to serve on a jury, or summoned to appear in any court case pertaining to the Town of Seekonk as a witness for the Town, may be granted a paid leave of absence. Such a leave shall only be granted for the time required to appear and it shall in no way affect the employment rights of the employee.

The Town of Seekonk will compensate an employee called to appear in court at the full rate of pay (less any fees received for appearing) for a normal scheduled day for a period not to exceed three (3) days. After this period the Commonwealth will compensate the employee as per M.G.L. Chapter 234 Section 3, as amended.

Employees serving jury duty are expected to be at work during their normal scheduled shift time whenever court has been adjourned for the day.

XV. PERSONAL LEAVE

Regular full-time employees are eligible for three (3) personal days of paid leave per year. Part-time employees working twenty (20) or more hours per week shall be entitled to the pro-rated benefit of three (3) personal days.

Except for emergency situations, personal days should be scheduled in advance with the approval of the department head. Personal days cannot be accumulated or carried over from year to year.

XVI. MILITARY SERVICE

Time off will be permitted for military services as provided by state and federal statute. Full veteran's re-employment rights as established by federal and state statute will be available to employees returning from military leave.

During a two-week annual reserve duty, the town will compensate the employee in an amount equal to the difference between the employee's normal work week wages and the compensation the employee receives from the United States Government for said duty. Employees who resign or are terminated will not be paid for unused personal days.

XVII. TUITION REIMBURSEMENT

Depending on the availability of library funds and the human resource needs of the Library, the library shall reimburse eligible employees for the cost of tuition or registration of authorized courses or training programs as described in this section, not to exceed five hundred dollars (\$500.00) in any calendar year.

All regular full-time employees of the Library who have completed one year of continuous service may be eligible for this benefit.

Employees must submit a written request for reimbursement describing the expected benefits of the course or training, the anticipated cost and the dates the course or training will be held.

Only those courses and training programs that are job-related and that have a direct impact on improving employee performance shall be eligible. The Library Director shall determine what courses are job related and based upon funding and operational needs shall determine which courses are eligible for reimbursement.

Only those courses or training programs that do not interfere with the employee's work schedule or job responsibilities shall be eligible.

The Library Director and the individual employee shall mutually agree on the criteria that will define successful completion of the course or training prior to enrolling in the course or training program.

An employee shall submit written evidence of successful completion of the course with a grade of "C" or better or training as well as payment of related tuition or registration costs within thirty (30) working days of completing the course or training.

No reimbursement shall be provided if an employee's employment with the Town of Seekonk terminates before completing the pre-approved course or training.

XVIII. STABILITY OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations. Anything not specifically included in this Agreement is not a part of the Agreement unless incorporated by reference.

No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement. Nothing herein shall affect either parties' rights or obligations under M.G.L. Chapter 150E.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

XIX. SAVINGS CLAUSE

Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, bylaw, rule or regulation or any statue as defined by Massachusetts General Laws Chapter 150-E, 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.

XX. UNION DUES

The Town 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 Town 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 Town. The dues deducted from the Town shall be forwarded to the Union no later than thirty (30) days after such deduction was made.

The Union agrees to indemnify and save the Town 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.

XXI. WAGES/SALARIES LONGEVITY

A. All wages shall be paid in accordance with Attachment "A" unless otherwise determined herein.

The following salary adjustments will be added to the FY08 salary ranges.

July 1, 2008 through June 30, 2009, 3.00% COLA July 1, 2009 through June 30, 2010, 2.00% COLA

B. A Longevity payment shall be made to all full-time employees. The payment is to be made each year on the first payday in December, according to the following guidelines:

After 5 years of continuous service	\$200.00
After 10 years of continuous service	\$400.00
After 15 years of continuous service	\$600.00
After 20 years of continuous service	\$800.00
After 25 years of continuous service	\$1,000.00

A Longevity payment shall be made to all part time employees regularly working 20 or more hours. The payment is to be made each year on the first payday in December, according to the following guidelines:

After 5 years of continuous service	\$100.00
After 10 years of continuous service	\$200.00
After 15 years of continuous service	\$300.00
After 20 years of continuous service	\$400.00
After 25 years of continuous service	\$500.00

XXII. INSURANCE

The Town of Seekonk agrees to pay 75% of the cost of an Individual or Family Plan, as applicable, for Blue Cross HMO New England or Blue Select or its equivalent for active eligible employees working twenty (20) or more hours per week.

The Town of Seekonk agrees to pay 50% of the cost of an Individual or Family Plan, as applicable for the Seekonk ALTUS Dental insurance plan or its equivalent for active eligible employees working twenty (20) or more hours per week.

XXIII. DISCRIMINATION AND COERCION

There shall be no unlawful discrimination by the Employer against any employee covered by the terms of this Agreement because of race, color, age, ancestry, sexual orientation, disability, religion, or national origin.

XXIV. SENIORITY

Seniority for full-time employees shall be defined as the length of continuous regular full-time employment in the Library commencing with the employee's date of full-time hire.

Seniority for employees who work part-time but more that twenty (20) hours per week, shall be defined as the length of continuous part-time service in the Library commencing with the employee's date of part-time hire.

XXV. LAYOFF AND RECALL

Layoffs of full-time employees shall be in reverse order of seniority within each job classification. The least senior full-time employee(s) in the classification shall be laid off first.

Layoffs of part-time employees shall be in the reverse order of seniority within each job classification. The least senior part-time employee(s) in the job classification shall be laid off first.

Employees shall be entitled to recall rights from the position from which they are laid off for a period of two years from the date of being laid off. Recall shall be conducted on the basis of seniority.

No new employee shall be hired in the same position from which an employee has active recall rights.

XXVI. VACANCIES AND JOB POSTINGS

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 (10) working day period. Preference shall be given to qualified internal applicants over outside applicants.

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

All qualified internal applicants shall be granted and interview.

XXVII. EMPLOYEE FILES

Any document generated by the employer, which the employer will rely upon in either a disciplinary proceeding or in a proceeding against an employee's professional status, shall be given to the employee at the time it is to be submitted to the employee's personnel file. The employee must sign and date the document acknowledging receipt. Such signature does not indicate the employee agrees with the contents of the document.

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.

XXVIII. UNION RIGHTS

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

The Union shall have the right to place Union related materials in the existing boxes of Library employees.

The Union shall be permitted to erect a bulletin board in a place to be approved by the Library Director.

XXIX. 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 IRS rate per mile.

XXX. TERMINATION CLAUSE

This agreement shall remain in full force and effect from the date of its execution until the 30th day of June, 2010, unless one of the parties hereto on or before the sixtieth (60th) day next proceeding any anniversary date, shall notify the other party hereto in writing of its intent to terminate the same.

117/2000

LETTER OF AGREEMENT

- A. The Town and the Union agree that individuals who have left the employ of the Town prior to ratification shall not be entitled to any benefit or payment pursuant to this Collective Bargaining Agreement.
- B. The Town and the Union agree that the position of "Page" is excluded from the bargaining unit.

The Town and the Union agree that Stephanie Clarke and Chelsea Dacaney shall be assigned to Junior Associate positions, which shall be considered bargaining unit positions for as long as Ms. Clarke and Ms. Dacaney remain in the positions. The position of Junior Associate shall be eliminated and/or excluded from the bargaining unit as each incumbent leaves their respective Junior Associate position.

- C. The Town and the Union acknowledge that the settlement agreement for the Collective Bargaining Agreement results in two CSA employees being placed outside of the salary schedule. The parties agree that these employees shall be "grandfathered" outside of the salary schedule, and that no other employee's compensation shall exceed the amount listed in the appropriate salary classification and step.
- D. The Town and the Union acknowledge that the settlement agreement for the Collective Bargaining Agreement results in two Senior Librarians being placed outside of the salary schedule. The parties agree that these employees shall be "grandfathered" outside of the salary schedule, and that no other employees compensation shall exceed the amount listed in the appropriate salary classification and step.

7/17/2009

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	*	June Marie Blegray
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TTACHMENT A:			ž.	
Class		FY09 (3	3%)	
		Non-Exempt	Employees	
	Step 1	Step 2	Step 3	Step 4
JA			9.94	10.58
AA	13.66	14.26	14.89	15.54
CSA	13.09	13.67	14.27	14.90
SL	20.53	21.05	22.09	22.87
TSA	15.66	16.14	17.12	17.63
randfathered [Non-Exempt	Employees	
CSA	15.21		-0-00-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	
Г		Exempt Em	ployees	
CSS	42,443.21	43,292.96	44,158.16	45,041.90
Srl	54,086.33	56,248.30	58,498.85	60,839.01
randfathered		Exempt Em	ployees	
SrL	62,635.33		77-23-300-W	13332.11.13.11
<u></u>				
		FY10 (
1		Non-Exempt		
	Step 1	Step 2	Step 3	Step 4
JA		Pai-07ge (Edge-1941)	10.14	10.79
AA	13.93	14.54	15.19	15.85
CSA .	13.35	13.94	14.55	15.20
SL	20.94	21.47	22.54	23.32
TSA	15.97	16.46	17.46	17.99

1		FY10 (24	%o)	
	N	on-Exempt Er	nployees	
	Step 1	Step 2	Step 3	Step 4
JA			10.14	10.79
AA	13.93	14.54	15.19	15.85
CSA .	13.35	13.94	14.55	15.20
SL	20.94	21.47	22.54	23.32
TSA	15.97	16.46	17.46	17.99

Grandfathered	Non-E	xempt Employees	
CSA	15.52		

		Exempt Em	ployees	
	Step 1	Step 2	Step 3	Step 4
CSS	43,292.07	44,158.82	45,041.32	45,942.74
Srl	55,168.06	57,373.27	59,668.83	62,055.79

Grandfathered		Exempt E	pt Employees	
SrL	63,888.04			
		**		*

AA		Administrative Associate
CSA		Customer Services Associate
CSS		Customer Service Supervisor
JA	,	Junior Associate
SL		Staff Librarian
SrL		Senior Librarian
TSA		Technical Services Associate