LABOR AGREEMENT

between

THE TOWN OF BROOKLINE

and

THE STAFF ASSOCIATION OF THE PUBLIC LIBRARY OF BROOKLINE
COUNCIL 93, AFSCME, AFL-CIO

JULY 1, 2012 – JUNE 30, 2015

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AGREEMENT

This Agreement is entered into this 1st day of July, 2012 by the TOWN OF BROOKLINE, hereinafter referred to as the "Employer", and the STAFF ASSOCIATION OF THE PUBLIC LIBRARY OF BROOKLINE, COUNCIL 93, AFSCME, AFL-CIO, hereinafter referred to as the "Union", pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts. This Agreement, and the rights and duties of the parties thereunder is subject to all relevant Federal and State law, and bylaws of the Town of Brookline. Any unlawful provision in this Agreement shall be severable and shall not invalidate the remaining provisions.

The purpose of this Agreement is to establish procedures by which the Employer and the Union may work together to maintain and improve the quality of public library service in the Town of Brookline, to establish wages, hours, and working conditions, to insure that the staff follows procedures and meets standards of performance which are satisfactory to the Employer, and to establish an equitable and peaceful procedure for the resolution of differences that may arise between the staff and the Employer.

ARTICLE I

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining regarding wages, hours, and other conditions of employment for all full-time and permanent part-time employees of the Public Library of Brookline, except those specifically exempted by the findings of the Labor Relations Commission of the Commonwealth of Massachusetts.

The use of the male or female noun or pronoun shall be deemed to include a reference to the male or female noun and pronoun wherever the context of this Agreement requires or permits.

ARTICLE II

Management Rights

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Employer not listed herein. Such inherent management rights are not subject to arbitration and shall remain exclusively with the Employer except as they are shared with the Union by specific provisions of this Agreement.

a) Among the Management Rights that are vested exclusively with the Employer are the following: the right to hire; promote; transfer: suspend; demote; discharge; and to relieve employees from duty because of insufficient funds.

b) The Employer shall have the freedom of action to determine the methods, the means and the personnel for all operations, including the scheduling of operations, the methods and materials to be used, and the extent to which its own or other facilities and/or personnel shall be used. The Employer must take whatever action is necessary to carry out its work in emergency situations. The Employer shall select and determine the number and types of employees required and shall assign work to such employees in accordance with requirements determined by management and establish and change work schedules as necessary.

ARTICLE III

Definitions and Probationary Period

a) Full-Time Employee - an employee regularly scheduled to work thirty-seven (37) hours per week.

b) Part-Time Employee - an employee regularly scheduled to work 20 or more hours per week, but less than thirty-seven (37) hours per week.

c) Permanent Employee - an employee who has been appointed for an indefinite period of time to a full or part-time position of at least 20 hours per week that is regularly funded on a recurring basis by the Town and who has satisfactorily completed a probationary period of twelve (I2) months' paid service in the case of a professional employee, or six (6) months' paid service in the case of any other employee.

d) Temporary Employee - an employee who has been appointed 1) to a position established due to a special need which is not expected to be of a permanent nature, or 2) to a permanent position but for a stated and limited period of time, or 3) to a permanent position that is filled by a permanent employee on an authorized leave.

ARTICLE IV

Discipline and Discharge

The Employer will not discipline or discharge permanent employees except for good and sufficient cause. In the event such action is taken, the employee concerned shall be informed promptly in writing of the reason for the action. This Article shall not apply to discharge actions against temporary or probationary employees, but it shall apply to other disciplinary actions affecting such employees. Probationary employees will be advised in writing of the reasons for their discharge even though the discharge cannot be grieved or arbitrated.

ARTICLE V

Compensation

a) Wages and Step Increases.
Wages for all classifications for the period July 1, 2009 through June 30, 2015 shall be as set forth in Appendix A attached hereto.

General Wage Increases

Effective July 1, 2009 -	Wages will be increased 0.00%
Effective July 1, 2010 -	Wages will be increased 1.5%
Effective July 1, 2011 -	Wages will be increased 1.5%
Effective July 1, 2012 -	Wages will be increased 2.0%
Effective July 1, 2013 -	Wages will be increased 2.0%
Effective July 1, 2014 -	Wages will be increased 2.0%

Direct Deposit.
All employees shall designate an account(s) to which the Town shall directly deposit the employee's compensation, and the Town shall pay compensation to such employees through direct deposit to the accounts(s) designated by each such employee.

Electronic Pay Advisories
Effective no earlier than July 1, 2013, the Town may provide employees with electronic pay advisories in lieu of paper paystubs.

Annual Increment.
All employees hired on or before December 1st of a given year shall be eligible for an annual increment (step) effective as of July 1st of the following year.

Annual increments are payable on a merit basis. Such increments shall not be denied except for good and sufficient cause.

Employees who are refused an increment shall be given a written explanation of the reason for such denial.

b) Night Differential. Employees who work full shifts ending at 9 P.M. shall receive a night differential of nine dollars ($9.00) per night for all such time worked at straight time rates. Effective after May, 2011 Town Meeting, such night differential shall increase from $9 per night to $10 per night. Effective July 1, 2011, such night differential shall increase to $11 per night. Effective July 1, 2013, such night differential shall increase from $11 per night to $13 per night."

c) Longevity. Employees with ten to fifteen years of service as of their employment anniversary date shall be paid a longevity payment of $550.00. Employees with fifteen to twenty years of service as of their employment anniversary date shall be paid a longevity payment of $700.00. Employees with twenty to thirty years of service as of their employment anniversary date shall be paid a longevity payment of $850.00. Employees with thirty or more years service as of their employment anniversary date shall be paid a longevity payment of $1,000. Such payment shall be lump sum in nature and shall be rendered to eligible employees on the closest payroll practicable following the employee's employment anniversary date. Effective July 1, 2005, longevity shall be increased by $25.00 for each longevity level according to the following schedule:

10-15 years of service as of their employment anniversary date: $575.00
15-20 years of service as of their employment anniversary date: $725.00
20-30 years of service as of their employment anniversary date: $875.00
30+ years of service as of their employment anniversary date: $1,025.00

Effective July 1, 2008 the longevity schedule is amended as follows:

10-15 years of service as of their employment anniversary date: $625.00
15-20 years of service as of their employment anniversary date: $775.00
20-30 years of service as of their employment anniversary date: $950.00
30+ years of service as of their employment anniversary date: $1,100.00

Effective July 1, 2013, the longevity schedule shall be as follows:

10-15 years of service as of their employment anniversary date:	$650.00
15-20 years of service as of their employment anniversary date:	$800.00
20-30 years of service as of their employment anniversary date:	$1150.00
30+ years of service as of their employment anniversary date:	$1300.00

For the purposes of determining eligibility for longevity benefits, the parties agree that effective Sept. 1, 2004, the years of service, minus any unpaid leave periods, without regard to the number of hours worked per week, shall count toward determining eligibility for the longevity benefit for full-time employees and employees regularly scheduled to work at least 20 hours per week. Employees who work less than 20 hours per week shall not be eligible for pro-rated longevity.
The parties agree that employees are classified as full-time employees if they are regularly scheduled to work 37 hours per week and part-time employees if they are regularly scheduled to work less than 37 hours per week. Effective September 1, 2004, the parties agree that part-time employees who are regularly scheduled to work 20 or more hours per week shall be eligible for pro-rated longevity. Such benefit shall be pro-rated based on the relationship between the employee's regularly scheduled hours per week to that of a full time employee. For example, if an employee is regularly scheduled to work 21 hours per week, she will be eligible for 21/37ths of the benefit provided in this collective bargaining agreement.

d) Clothing Allowance. The Town shall make an annual [clothing allowance] payment of one hundred dollars ($100.00) on or before August 1 to each full-time employee represented by the Union. Effective July 1, 2003, the annual clothing allowance shall be increased from $100 per year to $200 per year for full-time employees represented by the Union. Effective July 1, 2004, the annual clothing allowance shall be increased to $250.00. Effective September 1, 2004, part-time employees who are regularly scheduled to work 20 or more hours per week, shall be eligible for pro-rated clothing allowance. Effective July 1, 2008, the annual clothing allowance shall be increased to $350.00. Such benefits shall be pro-rated based on the relationship between the employee's regularly scheduled hours per week to that of a full-time employee. For example, if an employee is regularly scheduled to work 21 hours per week, she would be eligible for 21/37ths of the annual clothing allowance.

ARTICLE VI

Hours of Work and Overtime

a) The regular workweek for permanent employees shall consist of thirty-seven (37) hours within a calendar week beginning Monday and ending Saturday. Not more than eight (8) hours of duty shall be scheduled for any one day except as provided in paragraph k) of Article VI.

All full-time employees hired on or after July 1, 2002, shall have a regular workweek consisting of thirty-seven (37) hours within a calendar week beginning Monday and ending Sunday. Notwithstanding any contrary provision in the parties' agreement including, but not limited to, Article VII, paragraphs c and d and Article VI paragraph j, such employees may be regularly scheduled to work on Sundays and/or Saturdays as part of the employees' regular, straight time work. (When such employees are scheduled to work on Saturday and/or Sunday as part of their 37 hour work week, such work shall be paid on a straight time basis.)

Employees who were hired prior to July 1, 2002, may request in writing that Sunday be included in part of their regular 37-hour work week at straight time. The Town Librarian retains the right to schedule employee's work weeks.

b) All full-time employees shall be granted an unpaid meal period of one (1) hour as near to the middle of their tour of duty as possible.

c) Employees shall be granted a fifteen (15) minute rest period during each half of a full tour of duty at times consistent with the rendering of public service. Such rest periods shall begin no earlier than one-half (½) hour after the scheduled start of the morning period and shall end not later than one-half (½) hour before the scheduled end of the evening hours. Rest periods shall be taken on the library premises unless, for unusual reasons, the supervisor permits the rest period to be taken off the premises. Such permission shall not affect the timing or duration of the rest period.

d) Time worked in excess of the scheduled tour of duty on a given day or in excess of the regular workweek in a given workweek shall be paid at the rate of time and one-half.

e) Time worked on holidays shall be paid at the rate of time and one-half.

f) Effective July 1, 2002, employees shall no longer be able to accrue compensatory time. All previously accrued compensatory time shall be taken in no less than 2-hour periods with any time over 2 hours taken in 15-minute increments (For example compensatory time may be taken for 2.00 hours, 2.25 hours, 2.50 hours, 3.00 hours etc...) Employees must request the use of all accrued compensatory time before June 30, 2005. Failure to use all remaining compensatory time on or before June 30, 2005 will result in the Town Librarian scheduling all remaining compensatory time at the convenience of the Town.

g) Sunday work will be scheduled in accordance with Article VII - Work Schedules and Article VI a. Effective July 1, 2002, the accrual of all compensatory time ("comp. time") shall be eliminated. All previously accrued comp. time shall be taken in no less than 2-hour periods with any time over 2 hours taken in 15 –minute increments. (For example, comp. time may be taken for 2.00 hours, 2.25 hours, 2.50 hours, 2.75 hours, 3.00 hours etc.) Employees must request the use of all accrued comp. time before June 30, 2005. Failure to use all remaining comp. time on or before June 30, 2005, will result in the Town Librarian scheduling all remaining comp. time at the convenience of the Town.

h) Overtime shall be voluntary except in case of emergency or in cases where all eligible employees have refused overtime.

i) Overtime shall be distributed among eligible employees on an equal and impartial basis. A refusal to work overtime shall be counted as time worked for purposes of computation of distribution of overtime.

j) All employees, without regard to date of hire, who work Sunday shifts in addition to their 37 hour work week shall be paid at the appropriate time-and-one-half overtime rate for such work on Sunday.

k) Notwithstanding any provision of this Agreement to the contrary, at the employee's request and with the approval of the Librarian, the Librarian may assign this employee to work more than 8 hours in a day without paying overtime provided that another shift(s) in the employee's work week is reduced by an equal amount of time.

ARTICLE VII

Work Schedules

a) Work schedules shall be published at least two (2) weeks in advance.

b) No member of the bargaining unit shall be required to work more than two (2) nights in any workweek except in emergency situations.

c) (i) In the period from the Sunday after Labor Day to June 15th, no employee shall be scheduled, without her consent, to work more than one Sunday out of every four (4) consecutive Sundays. In the period from June 15th to Labor Day, no employees shall be required to work any Sunday provided that nothing shall preclude an employee from working on any Sunday on a voluntary basis, and if sufficient volunteers in the appropriate classifications are not available, the Town Librarian may utilize any personnel, although not members of the bargaining unit, in staffing the Library on such Sundays. This section is not applicable to employees hired after November 1, 1990.

(ii) If and when the Library Trustees open one or more libraries to the public on a Sunday or Sundays between June 15th and the following Labor Day, the Town Librarian shall determine in his/her sole discretion the number, grades(s), and types of employees required to work such Sunday(s) and shall, in his/her sole discretion, select from among the employees who volunteer to perform such work. If there are no volunteers or an insufficient number of volunteers, as determined by the Town Librarian, the Town Librarian has the authority to identify employee(s), in the inverse order of seniority within the grade(s) and type(s) of position(s) as determined by the Town Librarian, to work such Sunday(s), and such employee(s) shall work such Sunday(s) as assigned. The Town Librarian's determination of the number of employees, types of employees and selection of employees to work on such summer Sunday(s) shall not be subject to grievance and arbitration. Employees who work such summer Sunday(s) shall receive an incentive of seven dollars ($7.00) per hour for the hours each such employee worked on each of the summer Sunday(s) in addition to any other compensation to which such employee is entitled under this collective bargaining agreement. Nothing in this section c) (ii) shall restrict the Town Librarian from assigning other personnel, including but not limited to part-time employees, to work on such summer Sundays. Nothing in this section c) (ii) impairs the Town's rights or an employee's rights under section c) (i) of Article VII and section a) of Article VI.

d) Under usual circumstances, no employee shall be required, in the period from Labor Day to June 15th, to work more than one (1) Saturday in two without her consent. The Town Librarian shall make an effort in the future, as in the past, not to require an employee to work more than one (1) Saturday in the period from June 15th to Labor Day. This section is not applicable to employees hired after November 1, 1990.

e) If the Library is to be closed due to weather emergency, the Employer shall notify the staff by telephone as early as possible.

f) The restrictions regarding the Town Librarian's right to schedule employees for work on Saturdays and Sundays shall not apply to part-time employees who are newly hired after April 1, 1973.

g) Permanent employees assigned to the Technical Services Division as of July 1, 1984 will not be required to participate in the Sunday rotation provided for in this article. This "grandfathering" of present Technical Services Division employees will not prevent any such employee from working on Sunday on a voluntary basis. Employees hired after July 1, 1984 may be required to participate in the Sunday rotation. This participation may involve performance of duty in the Public Service Division or in the Technical Services Division.

h) New Years Eve. The Library will close not later than 5:00 pm on New Year's Eve. Employees will receive pay only for the hours actually worked on New Year's Eve.

i) Sunday Substitute. Subject to the conditions herein, an employee who is scheduled to work on a Sunday, where the Sunday work is in excess of his/her regularly scheduled work week, may find a substitute employed by the Brookline Public Library to replace him/her on such Sunday shift provided that:

1. The substitute is in the same or lower grade than the employee.

2. The substitute is deemed to be a suitable replacement by the Town Librarian/designee in his/her sole discretion; such determination by the Town Librarian/designee shall not be subject to grievance and arbitration.

Each employee shall be limited to no more than four substitutions per fiscal year.

ARTICLE VIII

Facilities

A staff room shall be provided at the Main Library and at each branch. Such staff room shall be equipped with kitchen facilities, a couch, a table, suitable chairs and adequate lighting.

In the interest of safety and security, the Employer shall schedule one non-bargaining unit employee in the Main Library and in each of the branches during operating hours.

ARTICLE IX

Posting of Vacancies

Notices of all job vacancies within the bargaining unit which are to be filled by the Town shall be posted in-house for 10 days prior to outside posting. Copies will be sent to Local 1358 representatives.

Notices shall contain a summary job description, qualifications, location and salary.

All employees wishing to be applicants for the position shall inform the Librarian in writing within 10 days of the date of posting.

The Town Librarian will give serious consideration to the applicant's length of service, ability, qualification, and quality of previous performance and, in cases where the applicants are relatively equal, preference will be given to the senior qualified bidder in the department where the vacancy exists.

The Employer retains sole discretion to determine whether or not a vacancy shall be filled or whether a position shall be abolished. Whenever a position is abolished, the Town will notify the Union of this fact.

There shall be a six months probationary period for all promotions and the Employer retains sole discretion to demote any employee within the probationary period.

ARTICLE X

Temporary Service in a Higher Classification

Any employee who performs, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the employee's regular position, except when such service is performed for the purpose of filling in for an employee on vacation, shall, beginning with the eighth (8th) consecutive day of actual service in such higher position, receive compensation at the rate of the higher position as if the employee had been promoted to such position on that day.
When such assignments occur, the Librarian shall notify in writing all division heads, the employee and, by posting on appropriate bulletin boards, all employees in the division where the temporary promotion occurs.

ARTICLE XI

Sick Leave

a) Definition. Sick leave with pay means authorized absence from work granted to employees when they are unable to perform their duties because of sickness, personal injury, injuries to eligible employees in accordance with the provisions of Chapter 152 of the General Laws, quarantine by health authorities, or serious illness in immediate family or household.

b) Regular, Full-Time Employees. All regular, full-time employees of the Library shall be entitled to sick leave at the rate of fifteen (15) working days per calendar year credited on January 1st of each calendar year starting on January 1st of the year following employment and to accumulate such days without limit. Employees hired on or after July 1, 2008, shall accrue sick leave in accordance with Section e) of this Article for the duration of their employment with the Town.

c) Regular, Part-Time Employees. Effective Sept. 1, 2004, part-time employees, employees who are regularly scheduled to work 20 or more hours per week shall be eligible for pro-rated sick leave benefits. Such benefits shall be pro-rated based on the relationship between the employee's regularly scheduled hours per week to that of a full-time employee.

   Example:
   A regular part-time employee who works 21 hours per week would be eligible for 21/37ths of the annual sick leave benefit as provided in this contract.

d) Temporary Employees. Temporary employees shall be entitled to sick leave after six (6) full months of continuous service with the Town, such sick leave to be computed from the first day of such continuous service. Sick leave for full-time employees shall be at the rate of one and one quarter days for each month of service. Sick leave for part-time employees shall be in proportion to the relationship of their annual work schedule to that of a full-time employee.

e) New Employees. New permanent employees shall be credited with one and one quarter days of sick leave on the first day of the calendar month following employment and will accumulate thereafter one and one quarter days for each full calendar month worked..

f) Deductions from Sick Leave. Employees absent from work without pay during any calendar year shall have one day deducted from their sick leave for each fifteen (15) days in the aggregate of absence. If an employee has no sick leave bank from which to make such a deduction, the deduction shall be made from other paid leave time or from the next year's sick leave as appropriate.

The basic procedure to determine the deduction is to add the days absent without pay in the calendar year in question and to divide that sum by 15. The resulting whole number quotient is the number of days to be deducted.

Example: 1. An employee absent without pay for 14 days in the aggregate will have no days deducted from sick leave.

2. An employee absent without pay for 24 days in the aggregate will have one day deducted from sick leave.

g) Notification. When an employee finds it necessary to be absent because of accident or illness, she shall report the fact to the Administrative Office as soon as possible either in person or by agent. Sick leave will not be granted unless such a report is made.

Such notice should be given, if possible, before the starting time of the employee's normal tour of duty or not later than one hour after starting time.

The Town may require employees to explain in writing each absence in a calendar year in excess of six days in the aggregate that an employee wishes charged to paid or unpaid sick leave. Any available sick leave shall not be granted until such written explanation, when required, has been received by the Town Librarian.

h) Injuries. Employees having sick leave credits who are injured on the job and are receiving Worker's Compensation, shall, upon request, be granted such sick leave allowance payment as will, when added to the amount of Worker's Compensation, result in the payment to them of their full salary in accordance with the provisions of Chapter 152 of the General Laws.

The total dollar value of such sick leave payments shall be computed to its equivalent in workdays and charged against sick leave credits accordingly.

i) Documentation. For the protection of the Town, the Department Head or his/her designee may require the presentation of a doctor's certificate or note, which shall state the employee's name, date(s) seen, a brief description of the illness or injury and the expected duration, in connection with a claim for sick leave, when the employee has been absent due to sickness, illness, or injury for ten or more days in the previous calendar year and is absent at a rate of one day or more per month in the current calendar year. Any available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head.

The Town retains the authority to request a doctor's certificate when the Department Head or his/her designee believes an employee may be abusing sick leave without regard to the number of absences.

If it is deemed advisable, the Town, at its expense, may send an employee to a doctor, selected by the Town, to investigate any absence alleged to be caused by an illness or injury.

j) Serious Illness in Immediate Family. In case of serious illness of husband, wife, child, parent of either spouse, or person living in the immediate household, an employee may be granted sick leave with pay not to exceed seven (7) working days within a calendar year, at the discretion of the Town Librarian. These days are charged against the annual sick leave of fifteen (15) days.

Each employee who is required to produce doctor's certificates for his/her absences shall also produce such a certificate for each absence for serious illness in immediate family pursuant to Section j); such certificate shall contain the following information:

(a) the employee's name;

(b) the name and relationship of the immediate family member with a serious illness to the employee;

(c) a statement:

(i) that the immediate family member has a serious illness,

(ii) with the date(s) of such serious illness and the date(s) such doctor examined and/or treated the immediate family member.

k) Termination of Service. Accumulated sick leave shall not be taken immediately prior to retirement unless properly chargeable to sick leave under the above rules and regulations.

Upon termination of service for reasons other than discharge for cause, employees or their estates shall be entitled to a lump sum payment equal to one-third (1/3) of their unused accumulated sick leave up to a maximum of $5,000.

l) Personal Leave.

i. Based on her attendance record the previous calendar year, an employee, who was hired on or before June 30, 2011, is eligible for Personal Leave. Such an employee who uses 0-2 days sick leave is eligible for three days Personal Leave; and such an employee who uses from 3-4 days sick leave is eligible for two days Personal Leave; and such an employee who uses from 5-6 days sick leave is eligible for one day of Personal Leave.

ii. Based on her attendance record the previous calendar year, an employee, who was hired on or after July 1, 2011, is eligible for Personal Leave. Such an employee who uses 0-1 days sick leave is eligible for three (3) days of Personal Leave; and such an employee who uses 2-3 days sick leave is eligible for two (2) days of Personal Leave; and such an employee who uses 4-5 days sick leave is eligible for one (1) day of Personal Leave.

iii. Effective Sept. 1, 2004, part-time employees, employees who are regularly scheduled to work 20 or more hours per week shall be eligible for pro-rated earned personal leave benefits. Such benefits shall be pro-rated based on the relationship between the employee's regularly scheduled hours per week to that of a full-time employee.

Example: A regular part-time employee who works 21 hours per week would be eligible for 21/37ths of the earned personal leave as provided in this section.

iv. Sick leave used solely to supplement Worker's Compensation payments under the provisions of M.G.L., Chapter 152 - Workmen's Compensation Act -shall be excluded in determining any Personal Leave due to an employee under this section.

v. Except as below, the Personal Leave must be taken during the calendar year and if it is not taken, it is not cumulative, but it may be added to sick leave. This Leave may be taken for any reason but the Librarian must have at least one day notice of such leave

except in an emergency, and may request a change of time if operating efficiency requires it.

vi. Employees, at their option, may cash in at straight time pay part or all of the Personal Leave earned under this section.

m) Use of Vacation Leave. Long-term illness requiring an absence in excess of an individual's accrued sick leave may be charged to any vacation leave to which the employee might be entitled on the written request of the employee.

n) Long-Term Absence. In the event of a prolonged absence of an employee from work due to illness, the Employer will hold the employee's position open for a reasonable period of time, if practicable. In such case, the employee shall provide such periodic evidence, such as a doctor's certificate, of his or her inability to work as may reasonably be required by the employer.

o) Severe Illness During Vacation. Whenever an employee is seriously ill for five (5) or more days during a vacation period, the employee may have such time charged against her accrued sick leave at her option, provided that he or she presents a certificate from a licensed medical doctor actually in attendance at the time of the illness. In such event, the vacation shall not be automatically extended and the employee shall return to duty as originally scheduled. The scheduling of vacation time to which the employee remains entitled to under this provision shall be at the convenience of the Employer.

p) Extended Sick Leave Bank. Effective July 1, 2008, there shall be established, for all members of AFSCME, Local 1358, Town of Brookline bargaining units an extended sick leave bank which shall be administered by the Human Resources Office, established and utilized according to the following procedures:

A. To be eligible for membership an employee must have completed his/her initial six (6) month probationary period and must have voluntarily donated one (1) sick day per year to the extended sick leave bank ("Bank"). These donated days shall be deducted from accumulated sick leave but shall not be considered sick leave for the purposes of monitoring sick leave usage or personal leave as per Article XI, Sick Leave, of section I). The Bank shall contain no more than 650 days at any one time regardless of donations made to the Bank.

B. Enrollment in the Bank will be open from December 1 to December 31 of each year for participation in the Bank in the following calendar year. The Human Resources Office will have information and authorization forms available for employees at least thirty (30) days prior to the enrollment period.

C. The Sick Leave Bank Committee will be responsible for the review of requests for Bank days to be withdrawn from the Bank. The Committee will be comprised of two (2) representatives appointed by the Town and two (2) representatives appointed by AFSCME, Local 1358. Members of the Committee shall be granted reasonable paid time off to meet, review and determine each request for Bank days. Providing that the balance in the Bank is sufficient, the Committee shall have the authority to grant up to thirty (30) days to an employee per calendar year (Jan. 1 to Dec. 31), and shall endeavor to make a determination on each application for Bank days within ten (10) working days of receipt of all documentation required by the Committee.

The Committee may grant up to an additional thirty (30) days to an employee but in no event shall the total of such grant(s) to an employee exceed sixty (60) days in total per calendar year. A majority vote of the full Committee is required to grant Bank days.

D. Applications for Bank days must be submitted in writing to the Human Resources Office along with a signed statement from the employee's doctor which fulfills the criteria in Part E (3) below. The Office of Human Resources shall take steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Human Resources, may request additional medical information from the employee's medical provider and may consider information from the employee's department, which may be relevant to the Committee's deliberations. The Human Resources Office and the Committee shall at all time safeguard and treat as confidential the medical information concerning employees who have applied for Bank days. The Human Resources Office shall make periodic status reports on the fund balance as needed by the Committee.

E. The following criteria shall be used by the Committee in awarding Bank days:

1. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
2. The employee has exhausted or will soon exhaust all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time); and
3. The application is accompanied by adequate medical evidence of a serious illness or serious injury, which prevents the employee's immediate return to work.

The Committee may require additional medical information or documentation prior to making a decision on any application. Bank days which are granted but unused shall revert to the Bank upon an employee's return to work, retirement, resignation or other separation from employment or death whichever occurs first. No employee who is granted Bank days shall be allowed to redeem any unused portion pursuant to Article XI Sick Leave, Section k).

F. If the Committee has denied an application for Bank days, the employee, or by agent, may request in writing that the application be reconsidered at a meeting of the Committee at which the employee, or agent, is present.

G. Decisions of the Committee shall be final, and shall not be the subject of grievance or arbitration.

H. The parties recognize that the Committee has no authority with respect to discipline or employment decisions regarding employees and that the grant of the Bank days to an employee does not guarantee an employee's continued employment with the Town; discipline must be in accordance with Art. IV.

ARTICLE XII

Vacations

a) Vacation Year. The vacation year of the Library shall be the period from July 1st to June 30th, inclusive.

b) Length of Vacation. Library staff who have acquired vacation status, as indicated below, shall be credited as of June 30th with earned vacation leave with pay not to exceed the following schedules:

Professional Staff and Trainees: Four (4) calendar weeks after one (1) year. For less than a year, two (2) calendar days exclusive of Sunday, per month. Employees who were hired on or before June 30, 2013, with ten or more years of service, five (5) calendar weeks.

Para-professional Staff Hired on or before June 30, 2013: For less than seven (7) months' service, one (1) workday for each full calendar month employed; for seven (7) full calendar months' service, but less than five (5) years' service as of June 30th of the fifth year, two (2) calendar weeks; for five (5) years' service but less than ten (10) years' service as of June 30th of the tenth year, three (3) calendar weeks; for at least ten (10) years' service as of June 30th of the tenth year, five (5) calendar weeks.

Para-professional Staff Hired on or After July 1, 2013:

Service as of June 30th	Vacation
Less than 7 months	1 work day for each full calendar month of service
7 full calendar months but less than five years	2 calendar weeks
5 full calendar years but less than 15 years	3 calendar weeks
15 full calendar years or more	4 calendar weeks

Effective September 1, 2004, part-time employees regularly scheduled to work 20 or more hours per week shall be eligible for pro-rated vacation leave benefits. Such benefits shall be pro-rated based on the relationship between the employee's regularly scheduled hours per week to that of a full-time employee.

Example:
A regular part-time employee who works 21 hours per week would be eligible for 21/37ths of the annual vacation leave as provided in this section.

c) Absence Without Pay. Employees absent from work without pay during any vacation year shall have a percentage deduction made from their vacation, such percentage to be determined by taking the number of days without pay in excess of 15 as a percent of the total number of scheduled workdays in the vacation year (260) to the nearest half day.

Example:
An employee is absent from work without pay for 25 days. Her annual vacation allowance is 20 days. Since 10 days, the number of days absent without pay in excess of 15 days, is 3.8% of 260 and since 3.8% of 20 is .76, one day will be deducted from the employee's vacation allowance.

The same principle shall apply proportionately to vacation allowance deductions for employees with less than twelve (12) months of service as of June 30th.

d) Vacation Credits. Vacation leave earned by actual service during the vacation year shall be credited on June 30th of the current year.

e) When Taken. The vacation year shall begin July 1st. However, the assignment of vacation leave shall be arranged by the Town Librarian for such time or times, as in his opinion best serve the convenience of the department, preference being given to the employee on the basis of years of employment by the Library, unless in a given case, the Town Librarian finds that operating efficiency would be impaired thereby. When, in the Town Librarian's judgment, it is feasible to do so, he will utilize general staff assistance in endeavoring to grant the employees in the branches their requested choices for the time of taking their vacations.

f) Postponed. Any vacation that has been postponed at the request of the employee due to emergency or unforeseen circumstances shall be made up to the employee at such time as, in the opinion of the Librarian, the services of the individual can best be spared, but in no event shall it be carried over for more than one vacation year. Any vacation postponed at the request of the Librarian shall be made up to the employee at a time mutually agreeable to the employee and the Librarian.

g) Termination. Persons who are eligible for earned vacation leave under these rules, whose services are terminated by layoff, resignation, dismissal through no fault or delinquency of their own, by retirement, by entrance into the Armed Forces, or by death, shall be granted vacation with pay as earned in the vacation year prior to such termination, and, in addition, that proportion, if any, of their vacation earned by actual service in the vacation year during which said termination occurred, up to and including the last full calendar month of employment prior to termination. Vacation leave with pay shall not be granted any employee who is discharged or suspended for cause.

h) Emergency Service. In computing earned vacation leave, no credit is ever allowed for emergency employment.

i) Minimum Vacation Increments. Vacation will usually be granted in full day increments, except that employees shall have the option of taking half days of vacation.

j) Reinstatement or Re-employment. Former library employees who are reinstated or re-employed shall be entitled to their computed vacation status as at the time of termination of their previous service, provided such reinstatement or re-employment occurs within three (3) years after previous termination. Such person shall be granted that proportion of his vacation leave allowable under such status, as the number of full calendar months worked prior to July 1st bears to that vacation year.

Former employees re-employed or reinstated more than three (3) years after a termination of service shall not be entitled to their computed vacation status as at the time of termination unless said termination was the result of illness of the employee, dismissal through no fault or delinquency of the employee, or injury received in the line of duty.

k) Other Absence Chargeable to Vacation. Absence on account of sickness or accident in excess of that authorized under established Sick Leave Rules and Regulations, or for personal reasons not provided for under said Rules and Regulations, may at the request of the employee, and at the discretion of the Town Librarian, be charged to vacation leave.

NOTE: 1. Vacation pay may be received in advance for vacation time upon request in writing of the employee. Employees paid on a weekly basis should make the request for advance payment at least two (2) weeks prior to their vacation period.

2. An employee is credited with another day of vacation when a legal holiday falls during his vacation leave.

l) Temporary Employees. Temporary employees shall be entitled to vacation provided that they have worked continuously for six (6) full calendar months during the vacation year ending June 30th of the current year. Such vacation shall be in accordance with the professional or non-professional schedule as appropriate. Vacation for part-time employees shall be in proportion to the relationship of their annual work schedule to that of a full-time employee.

ARTICLE XIII

Holidays

There shall be twelve paid holidays. Bunker Hill Day shall be observed as a "floating" holiday. The Library Department shall operate as a regular day on Bunker Hill Day, and employees shall receive the holiday time off at a time mutually agreed upon by the employee and the Town Librarian.

The following eleven holidays shall be deemed paid holidays except when they fall on Saturday: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. When one of these holidays falls on a Sunday, it shall be celebrated on Monday. When one of these holidays falls during vacation, an employee is credited with another day of vacation. If the regular day off of an employee is Saturday and one of these holidays falls on Saturday, the employee shall receive a "floating" holiday to be used at a time mutually agreed upon by the employee and the Town Librarian.

ARTICLE XIV

Other Leave With Pay

a) Bereavement Leave. Upon evidence satisfactory to the appointing authority of the death of the husband, wife, child, brother or sister, brother-in-law or sister-in-law, grandparent, grandchild, or person living in the immediate household, of an employee subject to these rules, the employee may be granted a leave of absence with pay to the extent necessary but not to exceed four working days. Effective July 1, 2003, the employee may be granted a leave of absence with pay to the extent necessary but not to exceed five working days in the event of the death of the employee's wife, husband, son or daughter, parent or parent-in-law. Leave of one day shall be provided to the extent necessary in the event of the deaths of aunts or uncles of employees or their spouses, and in the event of the death of the grandchildren or the grandparent (s) of the employee's spouse.

b) Court Leave. Employees who are called for jury duty, or summoned on behalf of the Town, shall be granted court leave with pay. If the jury fees or witness fees amount to less than the employee's regular rate of compensation, she shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Librarian upon receipt of summons.

When an employee has been granted court leave and is excused by proper court authority, she shall report back to her official place of duty whenever the interruption in said service will permit four (4) or more consecutive hours of employment during the hours of her scheduled tour of duty.

Court leave without pay shall be granted when an employee is engaged in personal litigation having no connection with her position as an employee of the Town.

c) Military Leave of Absence. Any employee of the Town shall be entitled to a leave of absence during the time of her compulsory service in the Armed Forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen (17) days as provided in Chapter 33, Section 59 of the General Laws as a member of a reserve component of the Armed Forces of the United States, and shall receive her ordinary remuneration therefor. She shall also be entitled to the same leaves of absence or vacation with pay given to other like employees.

The employee must present her military orders to the Librarian for inspection.

d) Leave to Attend Union Conventions. An employee may be granted a leave of absence with pay while attending a convention of an employee union as an officer, delegate or alternate delegate. (C. 233, Acts of 1963)

e) Leave to Attend Veterans' Conventions. An employee may be granted a leave of absence with pay while attending a State or National convention of a Veterans organization chartered by the Congress of the United States if she is a delegate or an alternate. (C. 412, Acts of 1963)

f) Education Leave. Trainees shall be granted two (2) hours per week with pay when needed for class attendance. At the discretion of the Town Librarian, this benefit may also be extended to other employees for studies to increase their knowledge and skills in order to improve job performance.

g) Conference Leave. Subject to the provisions of paragraph (i) below, employees shall be granted leaves of absence with pay to attend local, state, regional, and national library conferences.

Permission to attend shall be requested, in writing, not less than two (2) calendar weeks prior to the date of the meeting. If funds are available, reasonable reimbursement for room, meals and travel expenses for meetings held within the Commonwealth may be granted upon presentation of proper receipt or vouchers.

h) Additional Personal Leave. Each employee shall be entitled to four (4) personal leave days per year, in addition to that earned in accordance with Article XI - Sick Leave. Such additional personal leave shall be prorated for all employees who are not employed for the full year except for employees who retire during the year. The personal leave may be used for any purpose.

Except as provided below, this leave must be taken during the calendar year and if not so taken, shall be added to accumulated sick leave. The Town Librarian must have at least one days notice of such leave, except in an emergency, and may deny the leave or request a change of time if operating efficiency requires it.

Employees, at their option, may elect to cash in personal leave at straight time rates in lieu of taking the time off.

Employees who were hired on or before June 30, 2011 who have 20 years or more service shall be granted two days of Personal Leave per year and employees who were hired on or after July 1, 2011 who have 20 Years or more of service shall be granted one day of Personal Leave per year in addition to any such leave provided above. These days of Personal Leave cannot be cashed in and must be taken off at a time acceptable to the department head and in such a way as not to incur overtime costs.

No more than one (1) personal leave day (also known as an A-day) per calendar year may be taken in increments; such increments shall not be less than two (2) hours.

i) Administration of Leaves With Pay. The Employer's responsibility for providing adequate public service and operating efficiency at all times requires that the Employer retain sole discretion in determining the times and the number of employees at a time that may utilize leave of absence with pay. Such discretion shall be exercised in a reasonable manner.

ARTICLE XV

Leaves of Absence Without Pay

A leave of absence without pay for reasonable periods may be granted for any reasonable purpose, except for seeking, obtaining, or working in employment other than for the Town of Brookline. Requests for leaves of absence shall be made in writing as far in advance of the desired leave as possible. Requests for leaves of absence shall be responded to promptly in writing. The term "reasonable purpose" shall include, but not be limited to, the following: personal or family illness, parenthood.

Upon termination of a leave of absence without pay, an employee shall be assigned to the same or to a similar position as that held at the commencement of the leave. The salary grade, step and fringe benefits of such an employee shall be the salary grade, step and fringe benefits held at the commencement of the leave.

The Town will observe the provisions of the Family and Medical Leave Act (FMLA). The Union and the Town agree to assist employees eligible for FMLA leave with completion of necessary applications and documentation.

ARTICLE XVI

Group Insurance

In accordance with Massachusetts General Laws only those employees who are regularly scheduled to work twenty (20) or more hours per week shall be eligible for group health insurance. The parties agree that the Town will provide group health insurance to employees regularly scheduled to work twenty (20) or more hours per week as is generally offered to other eligible Town employees. The union recognizes and agrees that group health insurance plans, carriers, providers, benefits, coverages, deductibles, premiums, premium contributions, co-payments, and prescription co-payments may change from time to time and agrees that the Town may make such changes without any further negotiations after giving the union 30 days notice of the change.

The Town and The Union will, as stated in the March 22 letter and as demonstrated over the past three years, look to the Health Care Advisory Committee as the forum for labor and management collaboration on the possible expansion of benefits. The Union and Town believe that similar collaboration holds the greatest promise for the pursuit of enhanced benefits in the future.

The Town shall continue to provide at no cost to employees a premium only cafeteria plan under the provisions of Section 125 of the Internal Revenue Code so that employees may pay their share of group health and life insurance premiums on a pre-tax basis.

The Town shall continue to provide medical reimbursement and dependent care flexible spending accounts. Monthly charges for these accounts will be paid by those employees who wish them.

The Town shall continue to provide group life insurance in the amount of $5,000. Effective July 1, 2008, the Town will offer employees the option of purchasing $2,500 of additional life insurance for a total life insurance benefit amount of $7,500. Employees who select such additional life insurance shall pay 100% of the premiums for the additional $2,500 of life insurance. The Town shall continue to pay 75% of the premiums for the $5,000 life insurance amount.

The Town shall continue to provide Workers Compensation Insurance at no cost to employees. Any employee injured on the job shall complete and file a Notice of Injury Report as soon as practicable after the injury.

ARTICLE XVII

Contributory Retirement

Employees covered by this Agreement are members of the Contributory Retirement System established by Chapter 32, General Laws of Massachusetts. The Employer shall distribute to each new employee a copy of a booklet explaining this system.

ARTICLE XVIII

Union Activity on Employers Premises

The Union shall be allowed to conduct the following activities on the Employer's premises without loss of pay during working hours:

a) Posting notices on bulletin boards as provided and as designated by the Employer for such purpose;

b) Distributing notices to employees at the branch libraries through the inter-library transport system maintained by the Employer;

c) Negotiating with the Employer concerning this Agreement, its termination, modification or renewal, or any other subject of legitimate concern to the Union to the extent such negotiations are scheduled during working hours;

d) Negotiating with the Employer concerning grievances to the extent such negotiations are scheduled during working hours.

ARTICLE XIX

Grievance Procedure

There shall be a grievance procedure available to all employees covered by this Agreement. For purposes of this procedure, grievances shall be classified as either Class A or Class B as defined below.

A **Class A** grievance shall mean a written dispute, claim, or complaint limited to a question of interpretation or application of this Agreement (but not including any matter involving the discipline or discharge of any temporary employee or any employee serving a probationary period).

The **Class A** grievance procedure shall be as follows:

1. Grievances must be in writing and must contain a statement of the claim and the relief requested. Copies of the grievance shall be presented by the Union to the Secretary of the Human Resources Board on the same day as presented to the Town Librarian.
2. Grievances shall be settled in the following manner:

Step I. The employee or the Union shall take up the grievance in writing with the Town Librarian within fifteen (15) calendar days of the date of the occurrence of the grievance. The Town Librarian must render his decision, in writing, within seven (7) calendar days after the receipt of the grievance, unless it is mutually agreed by the participants that additional time to answer will be allowed.

Step II. If the grievance has not been settled at Step I, it must be presented, in writing, to the Board of Library Trustees within seven (7) calendar days after the Step I response is received. The Board of Library Trustees must render its decision in writing within fifteen (15) days after receipt of the grievance unless it is mutually agreed by the participants that additional time to answer be allowed.

Step III. If the grievance has not been settled at Step II, it must be presented, in writing, to the Secretary of the Human Resources Board within ten (10) calendar days after the Step II response is received. The Human Resources Board must render its decision, in writing, within fourteen (14) calendar days after receipt of the grievance by the Secretary unless it is mutually agreed by the participants that additional time to answer be allowed.

Step IV. If the grievance has not been settled at Step III, it may be submitted to arbitration in the following manner. The party desiring arbitration (the term "party" being understood to be the Union or the Town) shall serve written notice thereof upon the other party within fourteen (14) calendar days after the Step III response is received. The parties shall then mutually designate an arbitrator to hear the case. If no such mutual designation is made within seven (7) calendar days after the service of the written notice, either party may request the Labor Relations Connector[1] to designate an arbitrator in accordance with its then applicable rules and regulations. Such requests must be made within 17 days of the notice to arbitrate or the grievance shall not be arbitrable.

[1] The parties agreed to "Replace "American Arbitration Association" with the "labor Relations Connector" in Step IV for a three-year period and such change shall sunset on June 30, 2014 unless both parties agree to continue using the Labor Relations Connector.

It shall be the obligation of the arbitrator to make her best effort to rule on cases heard by her within fifteen (15) days after the hearing. The arbitration decision shall be final and binding.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement. In the event that a case is appealed to an arbitrator and on which she finds she has no power to rule, the case shall be referred back to the parties without decision or recommendations on its merits.

The expenses of the arbitrator shall be shared equally by the parties. Each side shall pay the cost of the preparation and presentation of its own case.

A **Class B** grievance shall mean any dispute, other than a Class A grievance, between an employee and his supervisors arising out of an exercise of administrative discretion by such supervisor(s).

The **Class B** grievance procedure shall be as follows:

Step I. The employee shall take up her grievance orally with his immediate supervisor who shall reach a decision and communicate it orally to the employee within two (2) working days.

Step II. If the grievance is not settled at Step I, the employee shall, within five (5) working days, present her grievance, in writing, to his supervisor who shall forward it to the Town Librarian who shall hold a hearing within five (5) working days if required. At this hearing, there shall be present the employee and one representative if he requests it, her supervisor, the Town Librarian, and the Human Resources Director, who shall also be the recorder.

Within five (5) working days of the hearing, the Town Librarian shall render his decision, in writing, to the employee.

Step IIA. If the grievance is not settled at Step II, Step II shall be reviewed before the Board of Library Trustees with the same group in attendance. Within five (5) working days of the hearing, the Board shall render its decision, in writing, to the employee.

Step III. If the grievance is not settled at Step II or Step IIA, all records and facts in the case shall be referred to the Human Resources Board for adjudication. Those present at Step II or Step IIA shall appear at this hearing. The Human Resources Director shall be the recorder. Within ten (10) working days of the hearing which shall be the next regular meeting of the Board, except in cases of emergency, the employee shall be notified, in writing, through the Town Librarian, as to the decision of the Board which shall be final.

ARTICLE XX

No Waiver Provision

The failure of the Employer or the Union to insist, in any one or more situations, upon performances of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment by that party of the right to future performance of any such terms or provisions, and the right of that party to such future performance shall remain unabridged.

ARTICLE XXI

No Discrimination

No party to this Agreement may discriminate on the basis of race, creed, national origin, age or sex, nor on the basis of membership or non-membership in the Union.

ARTICLE XXII

Employee Files

No material originating from the library derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material, had the opportunity to sign the file copy, and had the opportunity to file an appropriate answer. The affixed signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed. An employee shall have the right on request at reasonable times, to examine library-originated material in the employee's personnel file. A copy of such material shall be furnished the employee upon request.

ARTICLE XXIII

Continuity of Operations

a) The term "strike", wherever used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, or any other work stoppage, or concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

b) The Union agrees that there shall be no strike during the term of this Agreement.

c) It is understood and agreed that in the event of any strike on the part of any employee or employees during the term of this Agreement, the Union shall, upon the occurrence of such strike and upon the request of the Employer, notify, in writing, the employees involved that such action by said employees was unauthorized and in violation of the provisions of the Agreement, and shall direct said employees to return to work promptly, and the Union shall take such further steps as may be reasonable under the circumstances to bring about a termination of any such strike. A copy of any written notice required under the provisions of this paragraph to be sent by the Union to the employees involved in any such strike, shall be given simultaneously by the Union to the Employer.

   In any event, the Employer may, upon the occurrence of such strike in violation of the provisions of this Article, take such disciplinary action or actions, including discharge, with respect to any employee or employees who have participated in such strike, subject to the employee's right to review under the contract and applicable laws.

ARTICLE XXIV

Dues, Agency Service Fee and Check Off

1) Subject to the exceptions set forth below, employees who are in the bargaining unit represented by the Union and who are not members of said Union shall be required to pay said Union an agency service fee not to exceed the amount of annual dues paid by members of said Union as a continuing condition of employment provided that the conditions of Section 1 of Chapter 463 Acts of 1970 have been complied with.

2) In accordance with applicable legislation, the Town shall deduct from earned wages periodic union membership dues and agency service fees from those employees who individually authorize such deductions on a form approved by the Treasurer of the Town. The Town will remit all sums deducted to the Treasurer of the Union together with a list of the employees from whom such dues/fees have been deducted.

3) No action shall be taken by the Town against any employee who fails to pay an agency service fee except upon specific written complaint by the Union.

4) Permanent employees of the Town as of April 1, 1974 shall not be required to pay the agency service fee except that those employees who are dues paying members of the Union on April 1, 1974 and who subsequently terminate their membership shall be required to pay the fee.

5) The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this article.

ARTICLE XXV

Employee Performance Evaluations

The performance of all employees will be formally evaluated at least annually. Employees shall have an opportunity to read the evaluation report; an opportunity to sign the file copy to signify that the report has been read, and an opportunity to make a written response thereto. If a response is made, it shall become a permanent part of and will be filed with the evaluation.

ARTICLE XXVI

Miscellaneous Working Conditions

1) The Town will continue the present practice under which employees of the Library are enabled to purchase books through the Library at a discount.

2) When it is necessary for an employee to have medical or dental appointments during scheduled working hours, such time as is reasonably required for such appointments shall be charged against the employee's unused sick leave.

3) Inability to work during pregnancy shall be treated as a disability subject to the application of the employee's accumulated unused sick leave in accordance with Article XI - Sick Leave. The employee's physician and a physician selected by the Town shall mutually determine that point of time as of which such an employee's maternity leave is to commence.

   Employees, including for this purpose only those who have started maternity leaves and who would not otherwise be eligible for paid sick leave, shall be allowed to use ten days of their accumulated unused sick leave at the time of giving birth without being required to provide a doctor's certificate. Use of accumulated unused sick leave after this time will be subject to proper medical evidence.

Employees will be granted unpaid maternity leaves to the extent requested, but not to exceed four months after the date delivery.

4) Applicants for a position within the Library whom the Town Librarian feels qualify for a position shall be interviewed by the supervisor under whom they will work, and the said supervisor shall have the opportunity to make a recommendation on the suitability of the applicants for the position before an applicant is employed by the Town Librarian. It is understood and agreed that the Employer retains the sole discretion to select the person most qualified, in its opinion, for the position. In the event that lengthy absences make it impractical to refer candidates to the first line supervisor, the applicants shall be referred to the supervisor's supervisor.

5) Medical examinations required by the Employer shall, at the Employee's option, be conducted by a doctor of his or her own sex.

6) In regard to retroactive pay, the pay checks received by the employees shall distinguish between retroactive percentage increase and retroactive nighttime differential.

7) The Town will pay a mileage allowance to any employees who, following request or authorization by the Town Librarian, actually use their privately owned vehicles for Library business. The mileage allowance will be at the rate in effect for the Town as a whole on the day of use.

8) Regarding security at the Coolidge Corner Branch Library:

   a. The Town will employ a monitor at the Coolidge Corner Branch who will be a mature, responsible person capable of enforcing the library rules and regulations, of performing emergency cleaning duties, and of securing the building at the close of business. The monitor will work all evening and weekend hours the library is open. The monitor will be trained in his/her building related duties by the regular branch custodians.

   b. The police chief will be requested to assign the officer who walks the Coolidge Corner beat to stop in the Library periodically. On each occasion the police officer will check with the senior librarian on duty to inquire if his or her assistance is needed.

   c. If a custodian is required at Coolidge Corner during hours when one is not scheduled to be on duty, authorization is given to the senior librarian on duty at Coolidge Corner to contact the officer of the day at the main branch for purposes of having the custodian on duty at the main library sent to Coolidge Corner. If it is determined that the main library custodian cannot handle the problem at hand, but that it is probable that the custodian regularly assigned to Coolidge Corner can, the senior librarian on duty at Coolidge Corner is authorized to call in the regular custodian.

   d. When the senior librarian on duty determines that a particular emergency situation requires the immediate services of trades people (plumbers, electricians, etc.) she may call in such assistance in accordance with procedures authorized and approved by the Building Commissioner.

9) Regarding security at the Putterham Branch Library:
The Town will install an alarm system at the front desk of the Putterham Branch Library to permit immediate transmission of an emergency request for police assistance by personnel on duty at the Branch. In addition, the Chief of Police will be requested to schedule periodic stops at the library by the officer on patrol in the area to enhance police visibility at the Branch.

10) Name Tags. Employee shall wear name tags with their title and a form of their first and last names visible. For example, employee Jane Doe's name tag could be any of the following: Jane Doe, Ms. Doe, J. Doe, Jane D., Miss Doe, Mrs. Doe.

11) Criminal Records Review. An employee who has unsupervised access to children, the elderly, or disabled individuals in the performance of his/her regular job duties shall authorize the Town to review his/her criminal records at the Town's discretion. The Town, to the extent the law allows, may review such records prior to assigning an employee to a position where he/she has/will have unsupervised access to children, the elderly or disabled individuals.

12) Duty to Report. Every employee is required to report the following occurrence to his/her Department Head prior to such employee's next shift (including a regular shift, overtime shift, or swap shift) or within 24 hours of such occurrence, whichever is earlier:

    (a) Incarceration of the employee in a house of correction or state or federal penitentiary.

ARTICLE XXVII

Layoff, Bumping and Recall

When layoffs are to occur, permanent employees who are laid off may elect, in lieu of layoff, to bump junior employees in the same classification or in lower classification in their job series anywhere in the bargaining unit, provided that they are fully qualified for the position to which they wish to bump. Employees who bump to Library departments or branches other than the one they were laid off from will be considered probationary employees for six months and may be laid off if they do not, in the opinion of the department head, demonstrate that they are performing the duties of the position at the expected level. For purposes of this article, "job series" means either the professional librarian positions or the library assistant positions.

An employee who bumps into a lower graded position, or who accepts a lower graded position, shall be placed on the wage step of the lower graded position which is closest to, but no higher than, the dollar level of his/her previous base pay.

Permanent employees who are laid off shall be offered recall on a seniority basis to positions in their same classification, or in lower classifications in their same job series, anywhere in the bargaining unit provided that they are fully qualified for the position, and provided that no other person has rights to the position, or consideration thereof. The recall rights will terminate if an employee refuses a recall offer or after two years from the layoff. Persons appointed to positions under this provision in Library departments or branches other than the one they were laid off from shall be considered as probationary employees for six (6) months and may be laid off if they do not, in the opinion of the department head, demonstrate that they are performing the duties of the position at the expected level.

Any employee who accepts recall to a lower graded position than his/her previous position, shall be placed on the wage step of the lower graded position which is closest to, but not higher than, the dollar level received in his/her previous position. An employee who is recalled shall be restored to the level of benefits enjoyed by him/her at the time of layoff.

ARTICLE XXVIII

Funds For Job Related Training

Funds in the amount of $10,000 per year shall be provided to be expended by the Human Resources Director for approved job related workshops, seminars, courses, etc., to be attended by employees represented by Local 1358 in units A, B, and the library, after approval by their department heads and the Human Resources Director. A three member union committee will be established to make recommendations to the Human Resources Director regarding the allocation of funds and appropriate procedures. If the $10,000 is insufficient in any year, the Town will discuss providing additional funds. The funds under this Article shall be eliminated for the fiscal 2003 and fiscal 2004 years as such funds are shared with Local 1358 and have been earmarked for the classification study in Local 1358.

Effective July 1, 2004, the amount an individual employee may receive from the fund shall be increased to $1,000 per fiscal year. If the fund has not been exhausted by April 1st, an employee may apply for additional funds toward additional job-related workshops, courses, and/or seminars for that same fiscal year, provided, however, that no employee shall receive more than $1,000 per fiscal year. The fund is for employees in all AFSCME units within the Town. Effective July 1, 2008, the fund shall be increased to $15,000 and the limit an employee may receive per fiscal year shall be $1,200. Effective July 1, 2011, the limit an employee may receive per fiscal year shall be $1,400.

ARTICLE XXIX

Duration

This Agreement shall take effect as of July 1, 2012 and shall continue in effect through June 30, 2015, and shall automatically renew itself from year to year thereafter unless either party hereto shall, at least sixty (60) days prior to July 1, 2015, or at least sixty (60) days prior to the expiration of any yearly period thereafter, give to the other party written notice of its intention to modify or terminate this Agreement. Within fifteen (15) days of receipt of such notification by either party, a conference will be held for the purpose of such amendment or modification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

TOWN OF BROOKLINE

By: _____
Ken Goldstein, Chairman
Board of Selectmen

_____
Sandra A. DeBow
Human Resources Director

_____
Sara F. Slymon
Town Librarian

STAFF ASSOCIATION OF THE PUBLIC LIBRARY OF BROOKLINE, COUNCIL 93, AFSCME, AFL-CIO

By: _____
President, Local 1358
AFSCME

_____
Staff Representative
Local 1358, AFSCME, AFL-CIO

_____
Vice President, Local 1358
AFSCME, AFL-CIO

_____
Steward, Local 1358
AFSCME, AFL-CIO

_____
Member, Local 1358
AFSCME, AFL-CIO

APPENDIX A
LIBRARY SALARY SCHEDULE

Professional Schedule

Grade	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Librarian I	**7/1/2012**	$23.6939	$24.1377	$24.5807	$25.0655	$25.4621	$25.9021	$26.3443	$26.7858	$27.2281
K-6	**7/1/2013**	$24.6512	$25.1128	$25.5737	$26.0781	$26.4908	$26.9485	$27.4086	$27.8679	$28.3281
	7/1/2014	$25.1442	$25.6151	$26.0852	$26.5997	$27.0206	$27.4875	$27.9568	$28.4253	$28.8847
Librarian II	**7/1/2012**	$26.5734	$27.1169	$27.6140	$28.1080	$28.6058	$29.1036	$29.6006	$30.0931	$30.5932
K-7	**7/1/2013**	$27.1049	$27.6592	$28.1663	$28.6702	$29.1779	$29.6857	$30.1927	$30.6950	$31.2051
	7/1/2014	$27.6470	$28.2124	$28.7296	$29.2436	$29.7615	$30.2794	$30.7965	$31.3089	$31.8292
Librarian III	**7/1/2012**	$29.8853	$30.4402	$30.9928	$31.5439	$32.0927	$32.6431	$33.1957	$33.7453	$34.2994
K-8	**7/1/2013**	$30.4830	$31.0490	$31.6127	$32.1748	$32.7346	$33.2959	$33.8596	$34.4202	$34.9854
	7/1/2014	$31.0927	$31.6700	$32.2450	$32.8183	$33.3893	$33.9619	$34.5368	$35.1086	$35.6851
Librarian IV	**7/1/2012**	$32.8582	$33.4552	$34.0530	$34.6485	$35.2440	$35.8410	$36.4380	$37.0343	$37.6350
K-9	**7/1/2013**	$33.5154	$34.1243	$34.7340	$35.3415	$35.9489	$36.5578	$37.1668	$37.7750	$38.3877
	7/1/2014	$34.1857	$34.8068	$35.4286	$36.0483	$36.6679	$37.2890	$37.9101	$38.5305	$39.1554

Note

1. Only those individuals who have a B.A. or B.S. degree plus a Master's degree in Library Science qualify for the professional jobs and salaries in this scale.

2. Branch libraries are classified as to size, amount of activity, number of staff, etc. The branch librarians receive the salary for the grade of the branch. It could be Grade I - IV In general, the professional staff would fall under Grade I, or II, depending on the amount of responsibility and experience. All supervisors are working supervisors and are classified in Grade III or IV

Para-Professional Schedule

Grade	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Lib. Asst. I	**07/01/12**	$16.2953	$16.7843	$17.2878	$17.8065	$18.3404	$18.8908
K-1	**07/01/13**	$16.6212	$17.1200	$17.6335	$18.1626	$18.7072	$19.2686
	07/01/14	$16.9537	$17.4624	$17.9862	$18.5259	$19.0813	$19.6540
Lib. Asst. II	**07/01/12**	$17.9247	$18.4625	$19.0163	$19.5868	$20.1745	$20.7798
K-2	**07/01/13**	$18.2832	$18.8318	$19.3967	$19.9785	$20.5780	$21.1954
	07/01/14	$18.6489	$19.2084	$19.7846	$20.3781	$20.9895	$21.6193
Lib. Asst. III	**07/01/12**	$19.0900	$19.6628	$20.2527	$20.8603	$21.4859	$22.1303
K-3	**07/01/13**	$19.4718	$20.0560	$20.6578	$21.2776	$21.9156	$22.5730
	07/01/14	$19.8613	$20.4571	$21.0710	$21.7031	$22.3539	$23.0244

1. Library Assistant positions will be graded as Level I, II, III, by the Library Trustees based on relative differences in the knowledge skill and ability required in the various positions as described in job descriptions prepared by the Town.

APPENDIX A
LIBRARY SALARY SCHEDULE

Grade	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Circulation	**07/01/12**	$23.6940	$24.1378	$24.5808	$25.0654	$25.4620	$25.9022
Supervisor	**07/01/13**	$24.1679	$24.6206	$25.0724	$25.5667	$25.9712	$26.4202
KA-6	**07/01/14**	$24.6513	$25.1130	$25.5739	$26.0780	$26.4906	$26.9486