

AGREEMENT  
BETWEEN  
TOWN OF BELMONT  
AND  
BELMONT LIBRARIANS ASSOCIATION

*Effective: July 1, 2007*

*Expiring: June 30, 2010*

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PURSUANT to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made and entered into this First day of July by the TOWN OF BELMONT ("Town") acting by its TRUSTEES OF THE PUBLIC LIBRARY (hereinafter sometimes referred to as the "Employer") and the BELMONT LIBRARIANS ASSOCIATION (hereinafter sometimes referred to as the "Association")

## ARTICLE I

### Preamble

Recognizing that our prime purpose is to provide library service of the highest possible quality to the residents of Belmont and that good morale within the Professional and Paraprofessional Staff of the Belmont Public Library is essential to the achievement of that purpose, we, the undersigned parties to this contract declare:

Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Trustees of the Public Library, the Library Director, and the Belmont Librarians Association in the formulation and application of policies relating to wages, hours, and other conditions of employment for members of the Belmont Librarians Association.

To give effect to these declarations, the following principles and procedures are hereby adopted.

## ARTICLE II

### Scope

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining and any question arising thereunder, the Trustees of the Public Library recognize the Belmont Librarians Association as the exclusive bargaining agent and representative of all permanent full time professional and paraprofessional librarians, excluding the Library Director and the Acting Library Director.

### ARTICLE III

#### Non-Discrimination

The Employer and the Association agree not to discriminate in any way against the employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age or Association activities.

### ARTICLE IV

#### Agency Service Fee

An employee in the bargaining unit who is not a member of the Association shall, as a condition of employment, pay the Association an agency service fee proportionate to the cost of collective bargaining and contract administration which shall be limited to an amount equal to the Association's uniform membership dues set in accordance with its Constitution and By-laws. For new employees, payment shall commence after completion of the six months probationary period. The Association agrees to indemnify the Town for all liabilities or costs which it might incur under this section.

### ARTICLE V

#### Employer's Rights

The Employer shall exercise the right to manage and operate the Belmont Public Library ("Library"), including the right to select, hire, promote, and transfer employees and to suspend, discipline, and discharge employees and to relieve employees from duty because of lack of work or lack of funds. Notwithstanding anything in the Article to the contrary, any discipline or discharge of a permanent employee shall be subject to the provisions of this Agreement limiting the discipline or discharge of said permanent employees to just cause.

The Employer shall also exercise such rights and powers as are necessary to carry on the other customary functions of the Library as may be granted by the By-laws of the Town and the statutes of the Commonwealth to the Trustees of the Public Library, but said rights and powers shall not be exercised in an arbitrary or capricious manner or so as to violate any provision of this Agreement. The Employer shall determine the requirements for employment in all positions, the standards and methods of training,

the number and qualifications of employees required to operate the Library, and the assignment of work to each employee. The Employer shall determine the starting and quitting time of each employee, provided, however, that the working schedules shall not be determined arbitrarily or so as to discriminate against any employee. The Employer shall take such other measures as it deems necessary, not otherwise prohibited or restricted by this Agreement, to insure the adequate and efficient execution of library service.

## ARTICLE VI

### Discipline and Discharge

1. New employees shall be in a probationary status for a period of six (6) months following employment. Promoted or laterally-transferred employees shall be in a probationary status in their new positions for a period of three (3) months.

2. The discharge of a new employee during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement, provided that such discharge does not violate the article on non-discrimination.

3. A permanent employee shall not be disciplined nor shall said employee have his employment terminated except for just cause. Any dispute concerning the discipline or discharge of a permanent employee shall be subject to the grievance and arbitration provisions of this Agreement.

4. "Just cause" shall include, among other things, absenteeism, failure to perform work to the normal standards of the Library, insubordination, discourteous conduct toward Library patrons or fellow workers, and failure to abide by the terms of this Agreement, provided, however, that discipline imposed under this Article shall not be arbitrary, discriminatory, or unreasonable and shall be appropriate to the offense.

## ARTICLE VII

### Grievance Procedure

The following Grievance Procedure shall be in effect for the employees covered by this Agreement:

1. Definition: A grievance is defined as a dispute involving the alleged violation, interpretation, or application of a specific provision of this Agreement.

2. Time Limits: All time limits herein shall consist of calendar days exclusive of Sundays and legal holidays. The time limits indicated hereunder will be considered maximums unless extended by mutual agreement in writing.

3. Grievances shall be processed as follows:

a. Level One: An employee with a grievance will present it to his immediate supervisor either directly or through the Association within ten (10) days of the occurrence of the event upon which the grievance is based. The supervisor shall give an answer within five (5) days.

b. Level Two: If the grievance is not resolved to the satisfaction of the grievant or the Association, the employee or the Association may within ten (10) days of the Level One answer present the grievance in writing to the Library Director. The Library Director shall hold a hearing with the grievant or the Association at a mutually agreeable time. A written answer shall be given by the Library Director or by the Library Director's designee within ten (10) days after receiving the written presentation.

c. Level Three: If the grievance is not resolved to the satisfaction of the grievant or the Association, the employee or the Association may within ten (10) days of the Level Two answer present the grievance in writing to the Board of Library Trustees. The Board will hear the grievance at its next regularly scheduled meeting provided that the request has been submitted prior to the closing of the agenda. The Board may call a special meeting to hear the grievance. The Board shall render a decision and issue a written decision within fourteen (14) days after the hearing or at the next regularly scheduled meeting, whichever is sooner.

d. Level Four: If the grievance is not resolved to the satisfaction of the Association, the Association may within ten (10) days of the Level Three decision submit the grievance to the American Arbitration Association for binding arbitration in accordance with their current rules. The decision of the arbitrator shall be final and binding on both parties.

4. General Provisions

a. The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing.

b. The costs for services of the arbitrator, including American Arbitration Association charges per diem, if any, and actual and necessary travel expenses will be borne equally by the Employer and the Association.

c. The Employer acknowledges the right of the Association to participate in the processing of a grievance at any level, without loss of pay to the Association's representative.

d. Provided the parties to this contract agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.

e. The Employer and the Association will cooperate with each other in their investigation of any grievance and further will furnish each other with such information as is necessary for the processing of the grievance.

f. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

g. The arbitrator shall not add to, subtract from, alter any provisions of this Agreement, nor make any decision in conflict with the laws of Massachusetts.

#### ARTICLE VIII

##### No Strike Clause

1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith. Refusal of any employee or employees covered by this Agreement to cross a picket line at the facility where the employee works shall be deemed a withholding of services and shall require the Association to disavow such action, refuse to recognize the picket line and to take reasonable means to induce the employees to terminate the withholding of services and return to work forthwith.

3. In consideration of the performance by the Association of its obligation under Paragraph 1 and Paragraph 2 of this Article, there shall be no liability on the part of the Association nor its officers or

agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association.

#### ARTICLE IX

##### Stability of Agreement

1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.
2. The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such terms or conditions, and the obligations of the Association to the Employer to such performance shall continue in full force and effect.

#### ARTICLE X

##### Hours of Work, Overtime, Rest Periods

1. The work week shall normally consist of five (5) days of seven (7) hours duration each within a calendar week beginning on Monday and ending on Saturday for a total work week of thirty-five (35) hours.
2. Sunday shall not be a regularly scheduled work day.
  - a. Employees assigned to duty on Sunday shall be compensated at one and one-half (1 1/2) times their regular hourly rate of pay.
  - b. No employee shall be required to work on Sunday if notification or request to work is made after 6:00 P.M. on the Friday preceding the Sunday to be worked, and said employee will not be discriminated against in any manner whatsoever for refusing to work on Sunday upon receiving such short notice or request. When notice of cancellation of scheduled work is received by an employee after 6:00 P.M. the Friday preceding scheduled Sunday work, such employee shall be paid for two (2) hours straight time for having been available for Sunday work.
  - c. No employee shall be required to work on the Sunday immediately preceding Labor Day.
  - d. No employee shall be required to work on Sunday, July 3rd, nor required to work on Sunday July 6th.

3.a. An employee who works on Saturday, from September through June, shall be compensated by the granting of another workday off at a straight compensatory time rate.

b. An employee who works on a Saturday during July, and or August, shall receive the following Monday off as compensatory time.

c. No employee shall be required to work on the Saturday immediately preceding Labor Day.

d. No employee shall be required to work on Saturday July 2nd nor required to work on Saturday, July 5th.

4. No employee shall be required to work more than two (2) nights per week nor more than two (2) Saturdays per month.

5. Without incurring overtime, daily work schedules may be extended by the Library Director to eight (8) hours provided another workday of the same work week is shortened by one (1) hour.

6. Nothing in this Article shall limit or restrict the Employer from making work schedules that conform to other provisions of this Agreement for the mutual convenience of employer and employee.

7. The employees covered by this Agreement shall be paid at straight time rate for those hours of work in excess of the regular work week and up to and including 40 hours and at a time and one-half rate for those hours of work in excess of 40 hours.

8. When for the convenience of the Employer a split day is worked, compensation shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked following the employee's return to work that day, with a minimum guarantee of four (4) hours.

9. For the purposes of this Article, the hourly wage rate of salaried employees shall be calculated as follows: annual salary multiplied by 7 divided by 365, divided by 35.

10. Provided that the adequate and proper staffing of the Library and its branches can be maintained, a rest period or coffee break of fifteen (15) minutes shall be granted to each employee during each half of a work shift. At no time will the essential services of the Library be neglected by reason of rest periods. When no other employee is available to cover for an employee during a coffee break, he or she may be asked to take the break while on station.

## ARTICLE XI

### Vacancies

#### 1. Definitions

a. Vacancy is defined as any opening in positions within the bargaining unit and includes new job classifications of comparable status and the reclassification of existing positions.

b. Seniority, for the purposes of promotion, shall be measured by the length of actual and continuous service in the Belmont Public Library commencing with the date of employment in a position covered by this Agreement.

c. Seniority, for the purposes of lateral transfer, shall be measured by the length of actual and continuous service in the grade within which transfer is sought.

2. Suitable notice of all vacancies with the bargaining unit and resulting promotional opportunities and lateral transfer opportunities shall be given to the staff and to the Association President, and sufficient time will be allowed for employees to advance their candidacy. Notice shall be effected by posting for seven (7) consecutive workdays on suitable bulletin boards throughout the main and branch libraries. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with said position's classification, title, current salary range and requisite qualification.

3. The selection of a new employee to fill a vacancy, or the selection of a current employee to fill a vacancy by promotion or lateral transfer shall be made on the basis of personal qualifications, education, ability, and seniority. The Association, if it so wishes, shall be entitled to receive written reasons for not filling vacancies with candidates from among its own membership whom it feels have the requisite qualifications.

4. The decision of the Employer under this Article shall be final. However, the Association shall be entitled to a hearing under the grievance and arbitration procedure up to and including Level 2 and not beyond, in order to be able to air its views in cases where the Association disputes the selection made by the Employer.

## ARTICLE XII

### Temporary Service in a Higher Position

1. Whenever the Library Director or his/her designee assigns an employee to a position classified at a grade higher than that of his or her regular position to fill on a fulltime basis a temporary vacancy created by the illness, leave of absence or resignation (but not the vacation) of another employee, said reassigned employee shall be compensated in accordance with the following procedures: commencing with said employee's eleventh (11th) consecutive working day of actual service in the higher position, payment shall be made for as long as the employee performs said services. Compensation shall be at the minimum rate for services in that higher grade of work being performed, or if the employee's present pay is already above that minimum, payment shall be at the lowest step rate which is higher than said employee's present rate, provided that said employee has shown that the requirements of that higher position have been satisfactorily met. Such compensation shall be paid retroactively to the first day of any performance of said service.

2. The Employer shall not make temporary assignments for the purpose of avoiding permanent appointments to vacancies within the bargaining unit. Any question as to whether the appointing authority acted arbitrarily, capriciously, or unreasonably in making temporary assignment for said purpose shall be subject to the grievance and arbitration procedure under this Agreement.

3. Division of responsibilities to cover a vacancy in a higher position shall not be used as a device by the Employer to defeat the overall intent of this article.

## ARTICLE XIII

### New Employees

Employees who have experience and additional qualifications significantly above the minimum qualifications prescribed for a position covered by this Agreement may be hired at a step rate in the salary scale above the minimum for the job classification for said position, if in the Employer's sole judgment, such hiring will contribute to the effective operation of the library.

## ARTICLE XIV

### Part-time and Temporary Employees

1. The provisions of this Agreement shall apply on a proportionate basis to permanent part-time employees working a minimum of twenty (20) hours per week in para-professional and professional positions covered by this Agreement. These employees shall be entitled to the amount of salary, sick leave, and annual leave per year which corresponds to the ratio between the number of hours the employee regularly works per week to thirty-five (35) hours per week. Part-time employees who work twenty (20) or more hours per week shall be entitled to receive pay for holidays not worked, provided that the part-time employee is ordinarily and regularly scheduled to work on the day of the week on which the holiday falls and provided further that the amount of such holiday pay shall not exceed that proportion of a full holiday's pay which equals the ratio between the hours per week regularly worked by the employee and thirty-five (35) hours.

2. In the event an employee is hired to fill temporarily a position covered by the terms of this contract and has worked at the library for over six months and is then appointed to fill that position as a full time, permanent staff member, that employee shall be credited with the time worked when placing him or her on the permanent salary scale.

## ARTICLE XV

### Annual Vacation Leave

1. Employees shall earn annual vacation leave from the first day of employment at the rate of one and two-thirds (1 and 2/3) days per month which equals twenty (20) working days or four (4) weeks per year.

2. After 20 years of service, employees shall earn annual vacation leave at the rate of 2.15 days per month which equals twenty-five (25) working days or five (5) weeks per year.

3. Each employee shall receive access to the next 12 month vacation credit to be earned on the anniversary date of employment. Any employee who leaves before the end of that 12 month period will not be paid for unearned vacation. Unearned vacation taken by a terminating employee will be deducted from compensation.

4. During an initial probationary period, an employee shall be entitled to take vacation as accrued and upon approval of the Director.

5. An employee may accumulate vacation leave up to forty (40) working days or eight (8) weeks.

An employee may carry over ten (10) working days or two (2) weeks of vacation every twelve (12) month period, but must take or lose the other ten (10) working days or two (2) weeks.

In order for an employee to take more than twenty (20) working days or four (4) weeks of vacation at one time, the Association will guarantee that the library schedule can be maintained without hiring additional help and without incurring overtime.

6. The dates on which annual vacation leave will be taken shall be subject to the approval of the Library Director upon submission to him or her of a written request in advance.

## ARTICLE XVI

### Holidays

1. The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

At the discretion of the Employer, the Library shall either close entirely or operate only with a skeleton staff on the afternoon of Good Friday and on the half days or full days prior to Thanksgiving, Christmas, and New Year's Day. All employees will be paid for these days whether they work or not. Employees assigned to work as part of a skeleton staff on these days will be given compensatory time off.

If a paid holiday falls during an employee's annual vacation leave, the day will be considered a paid holiday and not charged to annual leave.

2. If a holiday falls on a Saturday the libraries will be closed that Saturday and all members of the Association will work a 4-day week either the week of the holiday or the week immediately following the holiday unless other arrangement for the holiday time off is made with the Library Director.

3. Employees who are members of the faith which requires that they celebrate the religious holidays of Rosh Hashanah and Yom Kippur shall be granted those days off without loss of pay, provided they give notice by September 1 of each year.

4. Nothing in this Article shall preclude the Employer from giving any additional paid holiday time off as custom or practice may dictate either by action of the Employer alone or in compliance with practice followed by the Board of Selectmen.

## ARTICLE XVII

### Sick Leave

1. Employees shall be granted sick leave as paid time off at the rate of one and one-quarter (1 and 1/4) days per month for a total of fifteen (15) days per year.

2. Sick leave credits shall be entered on an employee's record in advance for the Town's full fiscal year, or other appropriate accounting period.

3. New employees shall receive sick leave credits on a proportionate basis, in advance, for the same period as used in paragraph 2, above.

4. Unused sick leave credits shall be cumulated indefinitely.

5. New employees who transfer directly and without interruption of service from other public or school libraries within the Commonwealth of Massachusetts shall receive transferred sick leave credit consisting of five (5) sick leave days for each year of prior library experience, but not to exceed a total of thirty (30) days. The transferred sick leave will be credited only upon the employee's actual assumption of duties within the Belmont Public Library.

6. Employees may use sick leave credit, up to and including no more than ten (10) days per year, for their necessary presence during the illness of a spouse, child, parent, or member of the employee's immediate household.

7. In exceptional circumstances, such as long term illness, additional sick leave beyond that accumulated by the employee may be granted at the discretion of the Trustees.

8.a. No employee shall be entitled to sick leave without loss of pay unless the employee has notified the Library of the absence and the cause of said sick leave at a reasonable time prior to the expiration of the first hour of absence.

b. The Employer may require, following a period of absence of five (5) working days, as a condition precedent to said Employer's approval of a charge to sick leave credits, evidence in the form of a physician's certificate for the necessity of such absence, or, if the cause of the absence is not such to require the services of a physician, a written statement signed by the employee, setting forth the reason for the absence.

c. The Library Director and the Trustees may require an employee returning from sick leave to take a medical examination.

9. Employees who are on annual leave may charge any sickness occurring during that leave to their cumulative sick leave credits and have said annual leave restored on their personnel records. The Library Director may require medical proof of such illness.

10. In the case of incapacity because of injury sustained in the course of employment, employees will receive Workers' Compensation Benefits and will receive supplementary compensation up to the amount of their regular rate until their sick leave credits are exhausted.

11. An employee who uses not more than four (4) sick leave days per year during the year ending June 30, 1995 and on June 30 of subsequent years shall be allowed two (2) days off without loss of pay on reasonable notice to the Library Director during the twelve (12) months following each such period. An employee may elect to take one (1) or two (2) of such days in cash at the per diem rate then in force.

#### ARTICLE XVIII

#### FAMILY AND MEDICAL LEAVE

1. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the Trustees agree to apply the provisions of the FMLA to all employees in the Association who have been employed for twelve (12) months.

2. The Trustees agree that each eligible employee is entitled to take up to 12 weeks of leave per fiscal year, but in no event shall an employee take a continuous leave of more than twelve (12) weeks in a calendar year.

3. Eligible employees are entitled up to twelve (12) weeks of FMLA leave for one or more of the following reasons:

- a) The birth of an employee's child;
- b) The placement of a child with an employee for adoption or foster care;
- c) The need to care for the employee's child, spouse, parent, or parent-in-law who has a "serious health condition";
- d) The employee's "serious health condition" which renders the employee unable to perform his or her job. A leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement of the child.

"Serious health conditions" shall include, but are not limited to, heart attacks, strokes, cancer, severe respiratory conditions, back conditions requiring surgery or extensive therapy, severe arthritis, pneumonia, appendicitis, nervous disorders and complications or illnesses related to pregnancy.

"Serious health condition" shall mean an illness, injury, impairment or physical or mental condition that involves:

- any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school or other regular activities that also involves continuing treatment by or under the supervision of a health care provider;
- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or prenatal care. Leave may be taken on an intermittent basis when medically necessary or when agreed to by the Library Director and the employee.

4. During such leave, an employee will be paid any sick leave, vacation, emergency, and personal leave benefits accrued as of the beginning of such leave, except that in the event the leave is taken because of the serious health condition of the employee or family member, up to one-half of the employee's annual vacation benefit may be reserved by the employee and taken during the same year, but no earlier than two months after the expiration of the FMLA leave. These benefits shall continue to accrue for so long as the employee is on the Library's payroll. Once these benefits have been exhausted,

the remainder of the leave shall be unpaid. An employee's seniority shall continue to accrue until the end of the leave.

5. An employee who has exhausted her or his entitlement to paid leave under this Agreement and who is taking FMLA leave because of his or her own illness may apply to the Sick Leave Bank for additional paid leave, as long as this does not extend the length of the FMLA leave.

6. If the need for FMLA leave is foreseeable, an employee shall notify the Library Director of her or his intention to take such leave thirty (30) calendar days prior to the commencement of such leave. Where the need for FMLA leave is not foreseeable, the employee should give the Library Director notice as soon as is practicable. The employee must also provide medical certifications supporting the need for leave due to a serious health condition.

7. During FMLA leave, an employee shall be provided with continued health insurance benefits as long as the employee continues to pay the same contribution rate as paid by the employee prior to leave. In the event the employee fails to return to work at the end of the leave, the Trustees retain the right to recover the health insurance premiums the Town paid to maintain the employee's health insurance during the leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA or is due to other circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave; or the employee is a "key employee" who decides not to return to work upon being notified of the employer's intention to deny restoration because of substantial and grievous economic injury to the employer's operations and is not reinstated by the employer.

8. The Trustees retain the right to require that a request for leave be supported by medical certification issued by a health care provider. "Health Care Providers" should be those professionals listed in the FMLA. The Trustees also reserve the right, in good faith, to require that the employee obtain a second medical opinion by a health care provider designated by the Trustees, so long as such provider is not employed on a regular basis by the Town, with the exception of the Town doctor. The expense of the second opinion shall be borne by the Library, unless the employee's medical insurance would cover such expense. If the first and second opinions differ, the Trustees may require the

employee to obtain medical certification from a third health care provider, to be designated or approved jointly by the Trustees and the employee. If the Trustees do not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the Trustees will be bound by the first certification. If the employee does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the employee will be bound by the second certification. The third medical opinion shall be binding, provided that the third health care provider has reviewed the first and second certifications, along with each parties' written reasons for not accepting the prior certification.

9. Where an employee has taken FMLA leave because of his or her own serious health condition, the Trustees may require, as a condition for returning to work, fitness for duty certification from the employee's health care provider with regard to the particular health condition that caused the employee's leave.

10. An employee who returns to work at the end of FMLA leave shall be restored to the same position or an equivalent position with the same pay, benefits and working conditions, unless the employee is a "key" employee or would have been laid off or otherwise terminated during the employee's leave. If an employee on FMLA leave would have been laid off or otherwise had has or her position terminated during the leave period, then the Trustees will not be required to reinstate the employee at the end of the leave; provided, however, that such employee shall retain any bumping rights he or she may have under this Agreement. A key employee is a salaried employee and among the highest paid ten percent (10%) of employees employed by the Town.

11. The Trustees may deny job restoration to a key employee taking FMLA leave in order to prevent substantial and grievous economic injury to the Library. To exercise this option, the Library Director must notify the key employee in writing at the time FMLA leave is requested that the employee is a key employee. If the Trustees later decides to deny job restoration to the key employee, the employee must be provided with written notice explaining the reasons for the decision. The employee must also be given a reasonable opportunity to return to work after this notice. A key employee who does not return to work after receiving such notice retains all of his or her FMLA rights until the conclusion of the leave. At the conclusion of his or her FMLA leave, the key employee remains entitled to request reinstatement. The Trustees must then determine whether there will be substantial and

grievous economic injury from reinstatement and notify the employee in writing if reinstatement is denied.

12. In the event both spouses are employed by the Library and are Eligible Employees, they are jointly entitled to a combined total of twelve (12) work weeks of FMLA leave if the leave is taken (1) for the birth of a son or daughter or to care for the child after birth, (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent "in-law") with a serious health condition.

13. Any violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator may look at the provisions of the FMLA in fashioning his or her decision and award.

## ARTICLE XIX

### Sick Leave Bank

1. The purpose of the sick leave bank ("Bank") shall be to permit employees who have exhausted their paid sick leave accumulation to continue on paid sick leave by withdrawing paid sick leave days from the Bank's general fund.

2. The Bank's general fund shall be the accumulation of contributions by individual employees. Individual employees will contribute to the general fund two (2) days of paid sick leave each year from their personal accumulation. These two (2) days will not be deducted from the four (4) day provision of Article XVII, section 11. Days will be transferred from the individual accounts into the Bank in July of each year.

3. The Bank shall be administered by a three (3) member committee ("Committee") consisting of two (2) representatives of the Association and one (1) representative of the Board of Library Trustees.

4. Employees who have exhausted their personal sick leave accumulation may be allowed to withdraw from the Bank's general fund. Said withdrawals shall be requested by the employees, and must be approved by the Committee. It is understood that the Bank is to be used only in cases of an employee's legitimate illness.

5. Decisions of the Committee are final. The grievance and arbitration procedure of this Agreement shall not apply regarding Sick Leave Bank decisions. The decision shall, in any event, be fair and equitable.

## ARTICLE XX

### Authorized Leaves of Absence

The following types of authorized leave shall be granted to employees when in the judgment of the Library Director they do not conflict with the adequate and proper staffing of the Library or create inequities in the treatment of employees covered by this Agreement.

a. Meeting and Conference leave - employees will be permitted to attend professional meetings and conferences approved by the Library Director without loss of pay.

b. Professional leave - when an employee is asked to participate in a program of a professional nature approved by the Library Director, one or more days, as deemed necessary, may be granted for preparation thereof, without loss of pay.

c. Advanced study leave - employees will be allowed to take graduate and undergraduate accredited courses in library science or library-related fields approved by the Library Director on library time up to five (5) hours per week of actual classroom time spent, without loss of pay.

The Library agrees to reimburse employees for certain costs of job related courses. The Library will pay up to \$400 or 100% of the cost per course, whichever is less, for two courses per employee per year. Payment will be made upon successful completion of the course. The Library Director has full discretion regarding which courses are job related for each employee.

d. Personal Leave - Employees shall be entitled to two personal days per year without loss of pay subject to the operating needs of the Library and the approval of the Library Director. These days will not accumulate from year to year.

e. General Leave of Absence - employees may be granted a general leave of absence without pay at the discretion of the Library Director and with the approval of the Trustees according to the requirements of the Library.

ARTICLE XXI

Funeral Leave

In the event of a death which directly affects an employee, paid funeral or bereavement leave shall be granted according to the following schedule, provided that payment will be made only for those days upon which the employee has professional responsibilities and shall not apply to holidays, days on which the employee is not scheduled to work, or days falling within the employee's vacation period.

a. For the death in the immediate family, defined as spouse, child, mother (in-law), father (in-law), brother, sister, grandparents (in-law), or close relatives residing with the employee, the employee may receive up to three (3) working days.

b. In exceptional circumstances additional time may be granted at the discretion of the Employer.

ARTICLE XXII

Jury Leave

An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding the allowance for travel.

ARTICLE XXIII

Military Training and Leave

1. Upon presentation of military orders, an employee will be granted two (2) weeks in a calendar year without pay for the purpose of fulfilling his obligation as a member of the reserve of one of the United States Armed Forces or the National Guard. Additional days for travel will be granted for duty at distant posts, provided the authority which issued the order verifies the need for such travel time.

2. An employee who volunteers or is drafted for service in any of the armed forces of the United States shall be placed on leave without pay. He may return to the library within one (1) year following his discharge and be restored to a position and pay status not less than that obtained at the time of his departure and without loss of seniority or longevity. Military leave is computed as time worked for retirement purposes.

## ARTICLE XXIV

### Maternity Leave

1. A maternity leave of absence without pay of up to one (1) year will be granted to a pregnant employee. An employee who is pregnant may remain in active service until the termination of her pregnancy, provided that, at the end of the fourth month of pregnancy, she must furnish an appropriate medical certificate of her fitness to continue in her position. In subsequent months an employee may be required to furnish further medical certification and at the end of the seventh month of pregnancy, the employee must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement, and provided further that an employee may be required to begin her leave under this article if the Employer determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting commencement of the leave. A physician's certificate of fitness may be required before an employee may return to her position.

2. An employee who is on maternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave except to the extent required by law. Upon return from a maternity leave of absence, an employee shall be reinstated in her former position on the same step of the salary schedule which she held prior to the commencement of such leave.

3. Prior to the commencement of a maternity leave an employee shall indicate in writing whether it is her intention to return to service in the Belmont Public Library at the termination of said leave.

4. An adoptive mother will be granted a maternity leave of absence without pay of up to one year. All the terms of Sections 2 and 3 of this article apply to an adoptive mother.

## ARTICLE XXV

### Miscellaneous

#### 1. Adverse Conditions Affecting Health and/or Safety

a. The Library Director may at his/her discretion close the entire Library, or any of its subdivisions, due to any condition which may affect the health and/or safety of patrons and/or employees. Such conditions shall include:

1. Weather conditions which make travel hazardous in reporting to work or departing from work.
2. Extremely hot days which create adverse conditions of heat and humidity within the Library facilities.
3. Power or mechanical failures, or other occurrences which make working conditions difficult, impossible or hazardous to patrons and/or employees.

b. When the Library or any branch is closed for any of the above reasons before the start of the working day, the Library Director shall cause notice to be telephoned to the employees that the Library is to be closed before the time said employees would normally leave for work. The Library Director may, at her discretion, determine that the Library should be closed during the course of the day due to any of the above causes.

c. Employees excused from work under this Article shall incur no loss of pay.

d. Whenever any part, department, or branch of the Library is closed because of adverse conditions but other parts or branches of the Library remain open, the Employer may at his/her discretion assign employees scheduled to work in the closed parts or branches to work instead in other parts or branches of the Library, provided the place they are assigned to is readily accessible and safe under said adverse conditions.

## 2. Life and Health Insurance

The Town will pay 80% of the health insurance premium for a HMO plan and 75% for the PPO of the premium cost for group health benefits; office visits copay will be \$15; prescription drug copay will be \$5/25/40. The Town will continue paying 50 percent for group life and health insurance benefits.

### 2A. Health Insurance – reopener clause:

The parties understand that the Town is still evaluating health insurance provisions and that the parties maintain the right to initiate collective bargaining on health insurance issues during the term of the agreement.

## 3. Bulletin Boards

The Employer shall make space available on bulletin boards at suitable locations in the Main and Branch Libraries for the posting of Association notices. The Association shall have the right

to post Association notices on said bulletin boards. Such notices shall not deal in personalities or contain any scurrilous matter.

4. Personnel Board Policy Guide

Those sections of the Personnel Board Policy Guide which are not inconsistent with specific provisions of this Agreement are hereby incorporated into this Agreement.

5. Mileage Reimbursement

The mileage reimbursement for authorized travel on Library business will be the mileage increase per Town policy.

ARTICLE XXVI

Position Classification

Position

Classification

Position

Grade 10	Professional Librarian, including but not limited to Reference, Children's or Branch Librarian, with an accredited Master's degree in Library Science or equivalent certification
Grade 11	Professional Librarian, including but not limited to Generalist Librarian, with an accredited Master's degree in Library Science or equivalent certification.
Grade 13	Technology Librarian and Department Head, including but not limited to Coordinator of Children's Services with an accredited Master's degree in Library Science or equivalent certification.
Grade 14	Coordinator, including but not limited to Coordinator of Public Services, Coordinator of Technical Services with an accredited Master's degree in Library Science.

ARTICLE XXVII

Compensation Plans

For the period of July 1, 2007 to June 30, 2010, the hourly pay scales for positions covered by this agreement shall be the following:

- 1.) Effective July 1, 2007 a five percent (5%) general wage increase
- 2.) Effective July 1, 2008 a three point five percent (3.5%) general wage increase
- 3.) Effective July 1, 2009 a three point five percent (3.5%) general wage increase

Effective July 1, 2008 the wage chart will be increased by the addition of a new top step at an increment of 3.78% over the previous top step and the bottom step will be dropped and all steps renumbered so that there will remain a six step wage chart. The union members' step designations will immediately be dropped one step so that they effectively remain at the same hourly rate. Each member will be eligible to move forward in the range to the next highest step on their anniversary date, in accordance with the current practice, during said contract year. These rates are set forth in Appendix A and B attached hereto. The Parties understand and agree that the placement of incumbents on the specific steps outlined in Appendix B shall apply only to those listed incumbents and shall have no effect on the placement of individuals hired to fill future vacancies. The Parties understand and agree that the inclusion of the individual employees' titles and grades in this Agreement neither creates nor negates the Employer's future bargaining obligations.

Longevity Pay

All full time, permanent employees shall be entitled to longevity pay on the following schedule, payable semi-annually July 1 and December 31:

- As of July 1, 2007 Longevity payments will be:
- 5 through 9 years service .....\$500 per year
- 10 through 14 years service .....\$550 per year
- 15 through 19 years service .....\$625 per year

20 through 24 years service .....\$675 per year  
 25 through 29 years service.....\$725 per year  
 30 years service.....\$825 per year

As of July 1, 2008 Longevity payments will be:

5 through 9 years service .....\$550 per year  
 10 through 14 years service .....\$600 per year  
 15 through 19 years service .....\$675 per year  
 20 through 24 years service .....\$725 per year  
 25 through 29 years service.....\$775 per year  
 30 years service.....\$875 per year

For calculating retirement contributions longevity pay shall be included as part of regular pay.

#### ARTICLE XXVIII

##### Seniority in Layoffs

1. The layoff of an employee shall be made on the basis of personal qualifications, job responsibilities, customary functions of the Library, education, experience and ability. Where two or more employees are deemed to be qualified equally, seniority shall be the determining factor.
2. Seniority for the purpose of layoffs, shall be measured by the length of actual and continuous service, excluding general leaves of absence, in the Belmont Public Library, commencing with the date of full time employment.
3. The reinstatement of an employee from layoff shall be made in reverse order of the layoff. The employee shall be reinstated to the position or comparable position from which he or she was laid off. This prior statement does not preclude employment in a lesser position should the original or comparable position remain vacant.
4. The employee and Association shall be entitled to receive written reasons for layoffs from positions covered by this Agreement.
5. An employee who is to be laid off temporarily or permanently shall receive from the Library Director notice of layoff at least thirty (30) days prior to the effective date of the layoff, but nothing in

this clause shall alter the provisions of Articles V and VI of this Agreement or Section 10 of the Belmont Personnel Policy Guide.

#### ARTICLE XXIX

##### Saving Clause

1. If any provision of the Agreement shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

2. In the event that any provision of the Agreement shall be found to be contrary to law, all other provisions of this Agreement shall remain in effect.

#### ARTICLE XXX

##### Duration of Agreement

1. This Agreement shall continue in effect to include June 30, 2010, and shall thereafter automatically renew itself for successive terms of one (1) year unless, by November 1st next prior to expiration of the Contract year involved, either the Employer or the Association shall have given the other written notice of its desire to modify or terminate the Agreement. The party giving such notice shall submit its total Contract proposal by November 15th, but neither party shall be limited from presenting amended, revised, new, or additional proposals during negotiations. If, after giving any such notice and after a reasonable period of negotiating, the Employer and the Association have failed to reach agreement by the following January 15th, or at the end of an agreed extension period, they, each of them or jointly, may petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with Section 9 of Chapter 150 E of the General Laws of Massachusetts.

2. Any changes in the Agreement agreed to by both parties will be reduced to writing, signed by both parties and become new appendices which shall replace those previously in effect. They shall thereupon become a part of this Agreement.

3. The Association and the Employer agree that each has had the opportunity to bargain for any provision that they wished in this Agreement and each expressly waives the right to reopen the Agreement for any further demands of proposals, except as provided in this Article. Each agrees that

this Agreement constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of the Agreement.

IN WITNESS WHEREOF, the TOWN OF BELMONT acting by its BOARD OF LIBRARY TRUSTEES and THE BELMONT LIBRARIANS ASSOCIATION have caused these presents to be executed by their agents and representatives hereunto duly authorized, and their seals to be affixed hereto, as of the date first written above.

DATED: \_\_\_\_\_

TRUSTEES OF THE PUBLIC LIBRARY

BELMONT LIBRARIANS ASSOCIATION

\_\_\_\_\_  
*Hal Shubin, Chairman*

\_\_\_\_\_  
Christine Hunnefeld, President

\_\_\_\_\_  
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\_\_\_\_\_

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Approved as to form

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Counsel

**APPENDIX A***FY 08 (5 Percent Increase)*

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$20.4012	\$21.1588	\$21.9447	\$22.7596	\$23.6048	\$24.4815
10	\$21.7051	\$22.5111	\$23.3471	\$24.2141	\$25.1134	\$26.0460
11	\$23.0213	\$23.8762	\$24.7628	\$25.6825	\$26.6363	\$27.6254
12	\$24.3373	\$25.2412	\$26.1787	\$27.1508	\$28.1592	\$29.2048
13	\$25.6536	\$26.6063	\$27.5944	\$28.6192	\$29.6820	\$30.7843
14	\$26.9698	\$27.9714	\$29.0101	\$30.0875	\$31.2050	\$32.3637

*FY 09 (3.5 Percent Increase)*

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$21.1152	\$21.8993	\$22.7127	\$23.5562	\$24.4310	\$25.3383
10	\$22.4648	\$23.2989	\$24.1642	\$25.0615	\$25.9923	\$26.9576
11	\$23.8270	\$24.7118	\$25.6295	\$26.5814	\$27.5686	\$28.5923
12	\$25.1891	\$26.1246	\$27.0950	\$28.1011	\$29.1448	\$30.2270
13	\$26.5515	\$27.5375	\$28.5602	\$29.6209	\$30.7209	\$31.8618
14	\$27.9137	\$28.9504	\$30.0255	\$31.1406	\$32.2971	\$33.4965

*FY 09 with new Step added*

<b>Grade</b>	<b>Step 1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$21.1152	\$21.8993	\$22.7127	\$23.5562	\$24.4310	\$25.3383	\$26.2961
10	\$22.4648	\$23.2989	\$24.1642	\$25.0615	\$25.9923	\$26.9576	\$27.9766
11	\$23.8270	\$24.7118	\$25.6295	\$26.5814	\$27.5686	\$28.5923	\$29.6731
12	\$25.1891	\$26.1246	\$27.0950	\$28.1011	\$29.1448	\$30.2270	\$31.3696
13	\$26.5515	\$27.5375	\$28.5602	\$29.6209	\$30.7209	\$31.8618	\$33.0661
14	\$27.9137	\$28.9504	\$30.0255	\$31.1406	\$32.2971	\$33.4965	\$34.7626

*FY 10 (3.5 Percent Increase)*

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
9	\$22.6658	\$23.5077	\$24.3806	\$25.2861	\$26.2252	\$27.2165
10	\$24.1144	\$25.0100	\$25.9387	\$26.9021	\$27.9011	\$28.9558
11	\$25.5767	\$26.5265	\$27.5117	\$28.5335	\$29.5930	\$30.7116
12	\$27.0390	\$28.0433	\$29.0846	\$30.1649	\$31.2849	\$32.4675
13	\$28.5013	\$29.5598	\$30.6576	\$31.7961	\$32.9769	\$34.2235
14	\$29.9636	\$31.0764	\$32.2305	\$33.4275	\$34.6688	\$35.9793

**APPENDIX B**

<i>Title</i>	<i>Name</i>	<i>FY07</i>	<i>5% FY08</i>	<i>3.5% FY09</i>	<i>3.5% FY10</i>
<i>Coordinator of Tech. Services</i>	<i>Fred Dooe</i>	<i>\$32.4461</i>	<i>\$34.0685</i>	<i>\$35.2609</i>	<i>\$36.4950</i>
<i>Reference Librarian</i>	<i>Carol Baer</i>	<i>\$27.2429</i>	<i>\$28.6050</i>	<i>\$29.6062</i>	<i>\$30.6424</i>

ANNUAL PERFORMANCE EVALUATIONS - ARTICLE XXV I

Letter of Agreement

The annual performance procedure/policy and evaluation tool will be developed by a committee comprised of a sub-committee of two Trustees and a sub-committee of two Union members, and the Library Director. The procedure/policy and tool will be developed within six (6) to nine (9) months from July 1, 2011.

#### ARTICLE XXVI -Annual Performance Evaluations

The Library Director may conduct annual performance evaluations of all Department Heads in the Librarians' Union. The Library Director may ask all Department Heads in the union to conduct annual performance evaluations of all department staff that are members of the union.

There should be a letter of agreement: Attached

#### ARTICLE XVI Holidays

1. Add the Day after Thanksgiving

#### ARTICLE XXIV Maternity Leave

1. A maternity leave of absence without pay of up to one (1) year *replaced with **six (6) months*** will be granted to a pregnant....
4. An adoptive mother will be granted a maternity leave of absence without pay of up to one (1) year *replaced with **six(6) months.***

#### ARTICLE XXV Miscellaneous

6. Direct Deposit

Direct payroll deposit will be required of all new hires employed after the ratification of the new contract. Those currently employed who have direct deposit will be required to maintain direct payroll deposit and the two members who do not use direct deposit will be grandfathered.

Renumber Articles XXVI through XXXI

IN WITNESS WHEREOF, the TOWN OF BELMONT acting by its BOARD OF LIBRARY TRUSTEES and THE BELMONT LIBRARIANS ASSOCIATION have caused these presents to be executed by their agents and representatives hereunto duly authorized, and their seals to be affixed hereto, as of the date first written above.

DATED: 6/20/2011

TRUSTEES OF THE PUBLIC LIBRARY

BELMONT LIBRARIANS ASSOCIATION

\_\_\_\_\_  
*Matthew Lowry, Chairman*

\_\_\_\_\_  
*Denise Shaver, President*

\_\_\_\_\_  
*Mark Carthy, Vice Chairman*

\_\_\_\_\_  
*Fred Dooe, Vice President*

\_\_\_\_\_  
*Sarah Phillips*

\_\_\_\_\_  
*Allie Allegood*

Approved as to form

\_\_\_\_\_  
*James M. Perola*  
Town Counsel