

Agreement

between

The City of Brockton

and

Local 888



SEIU

Stronger Together

CTW-CLC

Brockton Public Library

Employee Association

July 1, 2016 --June 30, 2019

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ARTICLE 1 - AGREEMENT

AGREEMENT made this first day of July 2006, between the City of Brockton, hereinafter referred to as the "Employer" and the Brockton Public Library Employees' Association, affiliated with Local 888, Service Employees International Union, CTW- CLC, hereinafter referred to as the "Association".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial industrial and economic relationships between the parties, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth the basic and full agreement between the parties as to rates of pay, wages, hours of work and other terms and conditions of employment.

ARTICLE 2 - UNION RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative for all full-time and part-time employees in the following classifications:

Professional III (Full-Time)

Branch Librarian
Head Circulation Services Librarian
Head Adult Services Librarian
Head Children's Services Librarian
Head Technical Services Librarian

Para-Professional II (Full-Time)

Sr. Library Asst. Technical Services
Sr. Library Asst. Adult Services
Sr. Library Asst. Circulation
Sr. Bi-Lingual Library Asst. Circulation

Professional II (Full-Time)

Assistant Head Adult Services Librarian

Para-Professional I (Full-Time)

Library Asst. Branch
Library Asst. Adult Services
Library Asst. Children's Services
Library Asst. Circulation
Bi-Lingual Library Asst. Circulation

Professional I (Full-Time)

Children's Librarian
Fiction Reader's Advisor

Para-Professional III (Part-Time)

Asst. Branch Supervisor (Part-Time)

Reference Librarian

ESL Literacy Coordinator (the attached job description for said position is incorporated herein by reference, See Attachment B)

Administrative Secretary (Full-Time)

Secretary to Library Director

Para-Professional II (Part-Time)

Library Assistant (Part-Time) - Branch, Adult Services, Children's Services, Bi-Lingual Circulation, Circulation, Delivery Driver

Para-Professional III (Full-Time)

Asst. Branch Supervisor

Asst. Technical Service Supervisor

Asst. Circulation Service Supervisor

Asst. Children's Service Supervisor

Principal Library Asst. Technician

Para-Professional I (Part-Time)

Library Clerk (Part-Time) - Circulation

Library Pages (Part-Time)

Library Pages (Part-Time) - Branch, Children's Services, Circulation

The parties agree that the Association will be the exclusive bargaining representative for all full time and part-time employees in any job title, including Assistant Reference Librarian, Young Adult Librarian, Audio-Visual Supervisor, and Head Library Assistant, Bookmobile Librarian Assistant, Assistant Readers' Advisor, Associate Library Director, Senior Library Assistant (Part-Time) which were represented by the Association before said job titles were abolished, should said job titles be recreated during the life of this Agreement.

The Employer will not aid, promote or finance any labor organization other than the present designated organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition contained in this Agreement.

ARTICLE 3 - DUES DEDUCTION

Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the salary account of such employee dues in approximately equal amounts from each paycheck and pay to the Association on the last working day of each month all membership fees due and/or agency fees levied by the Association for the current month.

The City Treasurer shall require of the Treasurer of the Association such bond and in such form as shall satisfy the City Treasurer in accordance with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws (Annotated).

Payroll deduction authorizing the agency fee shall be in the following form:

I hereby authorize and direct the Employer to deduct from my earnings accumulated to my credit, the agency service fee charged against me by Local 888, Service Employees International Union, CTW-CLC, upon presentation and formal demand, of the current monthly amount thereof, by proper authorities (Treasurer) of that organization, agreeing that the City of Brockton, its officers and agents, shall be saved harmless as provided by the General Laws, Chapter 180, Section 17G.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice in writing to the Employer, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of the Association.

Dated this _____ Day of _____ .

Signature

It is understood by the Employer and the Association that the deductions of the agency service fee shall be made by the Employer through its Treasurer only during the existence of an executed agreement between the City of Brockton and the Association.

The Association will maintain reasonable records reflecting the cost of collective bargaining and the cost of administration.

ARTICLE 4 - GRIEVANCE PROCEDURE

In the event that a grievance or a dispute as to the interpretation or application of the terms of this Agreement should arise, then said grievance or dispute shall be processed in the following matter:

Step 1. The aggrieved employee together with an Association representative shall present said grievance or dispute in writing within twenty (20) calendar days of the occurrence or knowledge thereof to the Library Director.

The Library Director shall reply in writing within twenty (20) calendar days of receipt of the written grievance or dispute unless he notifies the Association that the grievance has been referred to the Board of Trustees at their next regular meeting in which event the response shall be made within two (2) working days after the regular Board meeting. In the event the next regular meeting is not to be held within 20 calendar days, excluding Saturday, Sunday and Holidays, then the Library Director shall call a special meeting of the Board of Trustees and the response shall be made within two (2) working days after that meeting.

Step 2. In the event the grievance or dispute is not resolved in STEP 1, the aggrieved employee may submit a copy of said written grievance or dispute to the Mayor or his designee within five (5) working days after receipt of the written reply of the Library Director.

Step 3. The Mayor or his designee shall respond to the Association representative in writing within twenty (20) calendar days of the receipt of the grievance, excluding Saturday, Sundays and holidays.

The written grievance as submitted in STEP 1 shall allege those facts which the aggrieved employee asserts as the basis for the grievance or dispute, but shall not preclude the aggrieved party from submitting additional facts, if the matter is not resolved in STEP 1.

The time limits specified in this Article may be extended by written mutual consent.

ARTICLE 5 - ARBITRATION

Appeal Procedure: Any grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been processed through the grievance procedure as set forth in ARTICLE 4 - and has not been settled at the conclusion thereof, may be appealed to arbitration by the Association by serving written notice on the Employer within fifteen (15) working days after receipt of the Employer's answer at STEP 3 of the grievance procedure.

If the Association fails to serve notice of its intent to arbitrate within the period designated in the prior paragraph, it shall be deemed to have waived the arbitration process and the grievance shall be considered as settled.

Selection of an Arbitrator: A grievance submitted for arbitration shall be conducted under the Voluntary Arbitration Rules then prevailing of the American Arbitration Association for all full-time employees and the Massachusetts Board of Conciliation and Arbitration for all part-time employees.

Arbitrator's Jurisdiction: The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the specific proviso or provisos of this Agreement at issue between the Association and the Employer.

The award of the arbitrator shall be in writing and shall be final and binding upon the aggrieved employee, the Association and the Employer. The arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisos of the Agreement.

Arbitration Expenses: The Association and the Employer shall share equally the cost of the arbitrator's charges incurred in connection with the hearing.

ARTICLE 6 - DISCRIMINATION

Neither the Employer nor the Association shall discriminate against or in favor of any employee on account of race, creed, religion, color, national origin, political belief, sex or age (in violation of law). There shall be no discrimination by the Director against any employee due to his/her activity or membership in the Association. The Employer agrees there shall be no discrimination against any member for his/her adherence to any proviso of this Agreement or his/her refusal to comply with any order which would violate this Agreement.

The burden of proof shall at all times be upon the employee whose refusal to comply with an order is based upon any proviso of this Agreement.

All employees shall be treated with dignity and respect.

ARTICLE 7 - VALIDITY

If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet and discuss whether to add to this Agreement any new proviso in substitution for the invalid provision, but no new provision shall be added without the mutual agreement of the parties.

If a proviso of this agreement shall be rendered null and void by an existing or future local, State or Federal law, the parties agree to renegotiate the intent and purpose of the affected proviso if a just result can be achieved.

ARTICLE 8 - REST PERIODS

Any full-time employee scheduled for seven (7) or more hours of work per day shall receive two (2) fifteen-minute rest periods with pay, plus (1) one-hour unpaid meal period, except for emergencies or unusual circumstances.

Any part-time employee who works at least three (3) but less than six (6) hours shall be entitled to one (1) 15-minute rest period with pay; any part-time employee who works at least six (6)

hours but less than seven (7) hours shall be entitled to two (2) 15-minute rest periods with pay, which periods may, subject to the approval of the Library Director, be taken as one (1) half-hour meal period; any employee who works at least seven (7) hours shall be entitled to two (2) 15-minute rest periods with pay plus one (1) one-hour unpaid meal period. All such rest periods and meal periods are subject to the approval of the Library Director and shall be granted except for emergencies or unusual circumstances.

An employee will be permitted to leave his/her work area or the building during his rest period, so long as the 15-minute time limitation of this provision is adhered to, except for emergencies or unusual circumstances.

ARTICLE 9 - BULLETIN BOARDS

Bulletin Boards shall be made available for use by the Association for the posting of its official notices and other related matters.

Employer announcements shall be posted in conspicuous places, namely, on the bulletin board. Either party may use the bulletin board for notices of a routine nature.

The Library Director shall deliver or mail to the Association representative a copy of any notice which is to be posted relating to library policies, requisitions for promotion and changes in working conditions.

The inter-library mail system shall be available to the Association for distribution of Association correspondence and materials.

ARTICLE 10 - SICK LEAVE

FULL-TIME- All full-time employees shall accrue one and one-quarter (1 $\frac{1}{4}$) days of paid sick leave time per month. Sick leave time shall accrue for an employee while on paid vacation or on paid sick leave. Seniority shall accrue when an employee is on a paid sick leave absence. Employees may supplement their Workers' Compensation from accrued sick leave equal to the employee's average weekly wage.

An employee who is unable to perform his/her duties due to illness, disability, exposure to a contagious disease or on account of a serious illness to an immediate member of the employee's family, shall be paid for each day of absence from his/her accrued sick leave time, said payment to be equal to his/her current daily rate of pay for each day of absence. For the purposes of this article "immediate member of the employee's family" shall be defined as spouse, dependent or parent. It is agreed that there shall be no restriction of accumulation of sick leave time. An employee who retires from his/her position with the City, or dies while employed by the City, shall receive a cash payment in an amount equivalent to fifty (50%) percent of the number of unused accumulated sick leave days in excess of seventy-five (75) days credited to him/her on the date of his/her retirement or the date of his/her death. In no event shall such payment exceed the sum of eleven thousand dollars (\$11,000) for full-time employees and five thousand five

hundred dollars (\$5,500) for part-time employees. Payments made in accordance with this provision shall not be included in the computation of earnings for purposes of calculating retirement (pension) benefits unless a court of appeal late jurisdiction in a lawsuit relating to any employee in the Commonwealth, with the exception of employees of the City of Brockton, determines such payments must be so included for such purposes.

With respect to payment of Workers' Compensation and coordination of sick leave and vacation time, the same will coordinated under the provisions of Massachusetts General Laws Chapter 152, Section 69 as amended.

An employee who is absent, due to injury incurred in the line of duty, shall continue to accrue sick leave for up to twelve (12) calendar months of such absence. Thereafter the employee shall not accrue additional sick leave until such time as the employee returns to work.

In the event of an employee's death and there is no named beneficiary, then payment will be made to the executor or administrator of the estate of the deceased for disbursement.

If by the first working day of July, a full-time employee shall have accumulated seventy-five (75) days of unused sick leave, or a part-time employee shall have accumulated the prorated amount of unused sick leave, he/she shall be entitled to additional compensation as shown below for the ensuing twelve-month period, if he/she shall use within that twelve-month period no sick leave, or shall use sick leave for only one, two, three or four days. Part-time employees shall receive such additional compensation on a prorated basis.

The schedule below reflects the agreement of the parties.

SICK LEAVE DAYS ACCUMULATED BY JULY 1	SICK LEAVE DAYS USED IN TWELVE MONTH PERIOD FOLLOWING ENDING JUNE 30	ADDITIONAL COMPENSATION TO BE PAID BY EMPLOYER ON OR ABOUT JULY 1 IN AN AMOUNT EQUAL TO
75	0	One week's pay
75	1	4/5's of a week's pay
75	2	3/5's of a week's pay
75	3	2/5's of a week's pay
75	4	1/5 of a week's pay

The above payment schedule shall be in effect from July 1 through June 30 each year.

If by the first working day of July, a full-time employee shall have accumulated fewer than seventy-five (75) days of unused sick leave and uses no sick leave whatever from July 1 through June 30, he/she shall be entitled to additional compensation paid by the Employer in an amount

If an employee is entitled to additional sick leave, it shall be added to his or her bank; if an employee is entitled to fewer sick leave days or portions thereof than he/she actually received, the Employer shall withhold future sick leave up to the amount owed.

If an employee voluntarily increases or reduces his/her workweek for the balance of the year, the new schedule will be used to compute sick leave. A year end adjustment as described in the prior paragraph will be made.

Employees may supplement their Workers Compensation pay from accrued sick leave up to the employee's wage at the level of the employee's guaranteed minimum weekly hours.

Sick leave shall accrue for an employee while on vacation or on sick leave. Seniority shall accrue while an employee is on sick leave absence.

SICK LEAVE BANK

1. A Sick Leave Bank shall be instituted which shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the City. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and amount of leave.
 - a. The initial grant shall not exceed thirty (30) days.
 - b. Adequate medical evidence of long-term illness or accident shall be submitted.
 - c. Prior utilization of sick leave shall be considered.
 - d. All accumulated sick leave, vacation time, compensatory time, and personal leave must be used before an employee shall be eligible to withdraw benefits from the Sick Leave Bank.
 - e. Employees who meet all eligibility requirements may withdraw benefits from the Sick Leave Bank for their own personal illness, or for the illness of their spouse, child, or parent.
 - f. Benefits may not be used to extend maternity leave.

The decision of the Sick Leave Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

2. Upon completion of the initial thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.
3. Each member may contribute by August 1 one (1) day per fiscal year of his accumulated sick leave to the Sick Leave Bank. Accrued time may be carried forward for three (3) years, not to exceed one hundred and fifty (150) days. If the Sick Leave Bank reaches a balance of one hundred and fifty (150) days, no additional contributions will be accepted until such time as the balance of the Sick Leave Bank falls below one hundred and fifty (150) days.
4. All full-time and part-time bargaining unit employees are eligible to participate in the sick leave bank. Only those members who voluntarily contribute to this bank each year shall be eligible for its benefits.

ARTICLE 11 - BEREAVEMENT LEAVE

For the purposes of this provision, the term "relatives" shall include individuals who are related either by blood or by marriage.

The term "immediate family" shall include the following: husband, wife, child, mother, father, brother, sister, grandchild, grandmother, grandfather, mother in law, father in law, stepparent, and step child, without consideration to whether such family member resides in the same household as the employee.

Except in the event of unusual or special circumstances and with prior approval from the Library Director, bereavement leave shall commence on the day following the date of the relative's death.

A. FULL-TIME - Full-time employees are entitled to bereavement leave as follows:

Five (5) working days' bereavement leave with pay in the case of a death of a member of the employee's immediate family.

Three (3) working days' bereavement leave with pay in the case of the death of a foster child, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece or nephew.

One (1) working day of bereavement leave with pay with respect to the death of any other relative who is not listed above.

B. PART-TIME - Part-time employees are entitled to bereavement leave in the same amounts as described above with respect to full-time employees.

ARTICLE 12 - MANAGEMENT RIGHTS

All functions having to do with the management of municipal affairs of the Employer concerning the department covered by this Agreement, and all policies, authority and responsibility for the conduct of same, the management of the working forces, the right to hire, promote and, for proper cause, to transfer, suspend or discharge, are the proper prerogatives of the Employer, provided however, that such actions are not inconsistent with the terms of this Agreement. Proper cause for firing and suspension shall not include controversy over the selection of materials for acquisition by the Library or their distribution to patrons nor refusal to divulge or explain registration or circulation records to a non-library third party. The City shall comply with the expanded requirements set forth in G.L. c. 149, § 105D.

ARTICLE 13 - MATERNITY LEAVE

Whenever a full-time or part-time employee shall become pregnant, she shall be entitled to maternity leave. At the end of the third month of pregnancy, said employee shall inform the Library Director of the expected date of delivery and the date she wishes to cease work. At the end of the sixth month of pregnancy, said employee, should she desire to continue working, shall provide the Library Director with a statement from her physician certifying the expected date of delivery, her physical ability to continue working and the date up to which she is permitted to work.

Maternity leave shall be granted for a period not to exceed six (6) months or the length of a physical disability not to exceed two (2) years.

During the period of maternity leave, said employee shall accrue seniority, sick leave credit and vacation time. Upon return to work, she shall be entitled to the prevalent rate of pay for her classification.

An employee on maternity leave shall notify the Library Director in writing sixty (60) days or earlier prior to the last day of the maternity leave if she intends not to return to work upon expiration of her maternity leave. Should any employee on maternity leave fail to provide such written notification and then fail to return to work upon expiration of her maternity leave, she shall be deemed to have terminated her employment.

An employee shall be entitled to an unpaid leave of eight (8) weeks upon the adoption of a child younger than three (3) years of age. The employee shall notify the Director in writing that he/she intends to take adoptive leave at the time application for adoption is made and periodically inform the Director of the status of the application so as to give the Director as much notice of the date of such leave as is possible. The provisions governing seniority credit, etc. applying to maternity leave shall apply.

ARTICLE 14 - HOURS – OVERTIME

The regular workweek for a full-time employee shall consist of thirty-five (35) hours within the workweek of five (5) days. A regular workday shall consist of eight (8) consecutive hours. Time off for the meal period shall not exceed one (1) hour, which is not compensable time.

Part-time Assistants and Part-time Clerks shall be scheduled for shifts of at least three (3) hours' duration, except in emergencies or unusual circumstances.

Employees shall be paid time and one-half for all hours worked in excess of seven (7) hours in a regular work day or thirty-five (35) hours in a regular work week.

There shall be no pyramiding of overtime. In computing overtime, a holiday and/or sick leave day shall be credited as a day worked.

Overtime scheduling shall not be compulsory.

Compensatory Time ("Comp Time") provides employees who are entitled to overtime pay the option of electing paid time off from work rather than financial compensation for overtime hours. An employee may use accrued Comp Time at any time that he/she elects, with prior approval of the Department Head. Comp Time shall accrue at the same rate as overtime payments except that the hourly rate of payment for overtime would be converted to compensatory time due the employee. The decision to receive Comp Time in lieu of overtime payment is solely the employee's. There will be a maximum accrual of fifty-six (56) hours of Comp Time. The first fifty-two (52) hours of Comp Time must be used in the fiscal year it accrues, unless otherwise approved by the employee's Department Head, the remaining four (4) hours of Comp Time may be carried into the following fiscal year.

Compensatory Time as described above does not apply to Compensatory Time earned for Story Telling and Book Talks as described in ARTICLE 33 - Storytellers.

ARTICLE 15 - VACATIONS

In scheduling an employee's vacation time, the Library Director shall give preference on the basis of seniority by date of hire.

In the event a paid holiday shall occur during an employee's vacation period, the employee shall receive an additional day off with pay. The estate of a deceased employee shall receive the accrued vacation pay. An employee who is terminated, laid off, retired or who enters the Armed Forces shall be paid an amount equal to the vacation as accrued.

An employee shall not lose his/her vacation pay, if incapacitated due to an injury incurred in the performance of his/her work. Vacation time and sick leave shall be included in the computation of the thirty (30) weeks of service required for full-time service and the average hours worked weekly within the year for the purposes of determining vacation entitlement for part-time service.

An employee who is absent, due to injury incurred in the line of duty, shall continue to accrue vacation leave for up to twelve (12) calendar months of such absence. Such employees shall not accrue additional vacation leave thereafter until such time as the employee returns to work.

- A. FULL-TIME- A full-time employee upon completion of thirty (30) weeks or more of full-time service shall be eligible for a paid vacation in accordance with the following schedule:

Thirty (30) weeks but less than three (3) years of service	Two (2) weeks @ 70 hours of pay
Three (3) years but less than five (5) years of service	Three (3) weeks @105 hours of pay
Five (5) years but less than ten (10) years of service	Four (4) weeks@ 140 hours of pay
Ten (10) years or more of service	Five (5) weeks @ 175 hours of pay

- B. PART-TIME- Members of the part-time bargaining unit shall be entitled, upon completion of one (1) year of service, to vacation in accordance with the following formulas:

One (1) year of service but less than three (3) years of service:	Average Number of hours <u>worked weekly</u> 35	x 70 hours
Three (3) years of service but less than five (5) years of service:	Average Number of hours <u>worked weekly</u> 35	x 105 hours
Five (5) years of services but less than ten (10) years of service:	Average Number of hours <u>worked weekly</u> 35	x 140 hours
Ten (10) years of service or more	Average Number of hours <u>worked weekly</u> 35	x 175 hours

Unpaid vacation leave may be granted at the discretion of the Library Director.

Each employee who has completed five (5) or more years of service and who has accrued more than twenty-five (25) days of vacation time may, by giving written notice to the Library Director set forth in this contract by January 1, elect to be paid additional compensation in lieu of his or her accrued vacation time; subject to provision that in no instance, shall any employee be permitted to "sell back" more than five (5) days of accrued vacation time. Compensation for

such vacation time shall be calculated at the employee's daily rate in effect at the time of the sell-back and shall be paid on the first pay period following August 1st.

An employee may carry double the employee's vacation allotment.

The Library Vacation Policy and Selection Form, attached hereto at Appendix C and incorporated herein, shall govern the vacation scheduling, assignment selection and preference, unless otherwise expressly stated in this agreement.

ARTICLE 16 - HOLIDAYS

Employees shall be entitled to pay at one fifth (1/5) of their minimum guaranteed hours per week for the following holidays:

January 1st	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4th	

In the event an employee is required to work on any of the above named holidays, he/she shall be paid in addition to his/her regular rate of pay, an additional payment of time and one-half his/her regular rate of pay.

If a holiday should occur while said employee is on vacation, sick leave, jury duty, bereavement leave, personal day, or on a regularly scheduled day off, he/she shall be paid for said holiday at his/her regular rate of pay. Except for absence due to the instances enumerated, holiday payment is subject to the employee working his/her regularly scheduled work day prior to the holiday and his/her regularly scheduled work day subsequent to the holiday. Should a holiday fall on a full-time employee's scheduled day off, the employee shall be granted an additional regular day off with pay within thirty (30) days after the holiday. During the week of a holiday, a part-time employee's work week will be reduced by the number of hours for which the employee was paid except if she/he is requested to work as provided above.

Should any federal or state authority declare a holiday not set forth in this Article, the Agreement shall be re-opened at the request of the Association to negotiate as to such holiday compensation. In the event the Mayor declares a special holiday, all employees covered by this agreement shall be entitled to compensation and time off in the same manner as all the above listed holidays.

Although the Library Department only grants paid holidays for the specific holidays noted above, it recognizes and respects all religious and ethnic holidays. No employee will be forced to work on the day in which an employee's request leave to observe a religious or ethnic holiday, provided that the employee is willing to select one of the below listed options. The Library Department, therefore, provides its employees who wish to celebrate non-observed religious or

ethnic holidays three options, provided that the employee gives written notice of the request at least twenty-one (21) days prior to the day in question to the Library Director:

1. take a vacation day, or
2. take a personal day, or
3. take the unobserved holiday off as an absence without pay day

Should an employee choose to take such a day off without pay, the absence shall be excused and shall not be counted in computing any benefit such as non-use of sick leave.

ARTICLE 17 - HEALTH AND SAFETY

A Safety Committee of three (3) members of the Association shall meet once a month with the Library Director and Director of Personnel to discuss, formulate and make recommendations for the improvement of working conditions.

ARTICLE 18 - SENIORITY

Seniority shall be adjusted date of hire into Library, with credit for all part-time employment to be pro-rated using current conversion formula. For purposes of promotion, transfer, increase or decrease of the working force, classification seniority shall govern as well as for preference in assignment of work and choice of overtime.

Hiring and promotional opportunities shall be governed by qualifications and ability. In determining an applicant pool for promotional hiring, first consideration shall be given to members of the bargaining unit.

Where a promotional opportunity in a classification shall occur and two or more employees are under consideration for the promotion, the Director shall give due consideration to their seniority and ability, and when ability and/or qualifications are relatively equal for the performance of the position, then first consideration shall be given to classification seniority.

If there are no qualified applicants within the bargaining unit, based upon the employee's performance evaluations and the employee's qualifications, as defined in the Brockton Public Library Employees' Association Classification list, then outside applicants will be considered for the position.

A discharged employee who is reinstated through the grievance or arbitration process shall have his/her seniority status made whole upon return to employment.

An employee recalled after a layoff within three (3) years shall not lose his/her seniority continuity, rate of pay, vacation credit and/or benefit programs.

Seniority shall accrue during an authorized leave of absence pursuant to ARTICLE 32 - for a period of six (6) months, provided the employee returns to work immediately following the expiration of the leave.

ARTICLE 19 - PROMOTIONAL VACANCIES

The Director shall post a promotional bulletin in locations where it can be seen by all employees for at least five (5) working days. The promotional notice shall state the title for the position to be filled, a brief summary of job duties and functions, the salary and location of the position, and any pertinent information as to special qualifications and whether said position is permanent or temporary. It shall also clearly state the last day for applying for said position.

A promotional notice shall be mailed to any employee who is on sick leave, vacation or on an authorized leave of absence during the entire period of the posting. A copy of each promotional notice shall be delivered or mailed to the Association representative at or prior to the time of posting.

If a library employee transfers to a new position the following procedures will be followed:

1. A written, detailed training plan will be provided to the employee.
2. The employee will receive monthly written evaluations from his or her supervisor during the first three (3) months. The employee and the supervisor will sign off on each job duty as the employee becomes proficient at that duty. A union steward may be present at the employee's request. The Director or Assistant Director may also be present if requested by the employee, supervisor, or Director. The three (3) month training period will not extend the employee's probationary period.

In the case of a transfer, an employee who has completed his or her initial probationary period will not be subject to a new probationary period for disciplinary purposes; but may be subject to a probationary period for performance-related issues.

3. The Employer agrees not to fill the employee's previous position for thirty (30) days.
4. If after three (3) months the Library Director determines that the employee is not adequately performing the duties of the new position, the following action shall be taken:
 - a.) If the employee's previous position is open, the employee will be returned to the previous position at the then current salary of that position.
 - b.) If the employee's previous position is not open, the employee will be transferred to the next lower open position.
 - c.) If a lower position is not open, the employee will be laid off.

ARTICLE 20 - TRANSFERS – PROMOTIONS

A. FULL-TIME - In the event a full-time employee with less than seven (7) years of service is promoted to a higher rated position, he/she shall receive the minimum of the new class rate range. In the event his/her existing rate is higher than the minimum of the new class rate range, he/she shall receive the next step above his/her present rate. The Director may recommend a one-step rate increase if the employee's qualifications and performance warrant such action.

In the event an employee has at least seven (7) years of service and is promoted to a higher rated position, he/she shall receive the maximum rate of said position (effective 7/1/03 if the contract is settled by 10/15/03).

B. PART-TIME - In the event a part-time employee with less than eighty-four (84) months of service is promoted to a higher rated position he/she shall receive the minimum of the new class rate change.

In the event his/her existing rate is higher than the minimum of the new class rate range, he/she shall receive the next step above his /her present rate. The Library Director may recommend a one-step increase, at the sole discretion of the library director, if the employee's qualifications and performance warrant such action.

In the event an employee has at least eighty-four (84) months of service and is promoted to a higher rated position he/she shall, receive the maximum rate of said position.

ARTICLE 21 - HIGHER CLASSIFICATION PAY

A full-time employee who works in a higher classification for twenty (20) consecutive work days shall thereafter be paid the higher rate of pay if he/she continues to work in the higher classification except that an employee shall be paid the higher rate of pay after ten (10) days if the employee for whom he/she is substituting is off the payroll (i.e. not receiving any remuneration for the city, from sick leave, vacation or any other benefit (source)). A full-time or a part-time employee temporarily assigned to a lower classification shall continue to receive the rate of his/her regular classification.

ARTICLE 22 - LONGEVITY INCREMENTS

Longevity payment for full-time employees will be increased by \$300.00 on each increment for FY' 13.

Longevity payment for part-time employees will be increased by \$200.00 on each increment for FY' 13.

Full-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	FY '11	FY '12	FY '13
FULL TIME			
Five (5) years of service but less than ten			
(10) years of service	\$180.00	\$180.00	\$480.00
Ten (10) years of service but less than			
fifteen (15) years of service	\$450.00	\$450.00	\$750.00
Fifteen (15) years of service but less than			
twenty (20) years of service	\$650.00	\$650.00	\$950.00
Twenty (20) or more years of service	\$950.00	\$950.00	\$1,250.00
twenty-five (25) years of service or more	\$1,050.00	\$1,050.00	\$1,350.00

Part-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	FY '11	FY '12	FY '13
PART TIME			
Five (5) years of service but less than ten			
(10) years of service	\$110.00	\$110.00	\$310.00
Ten (10) years of service but less than			
fifteen (15) years of service	\$290.00	\$290.00	\$490.00
Fifteen (15) years of service but less than			
twenty (20) years of service	\$420.00	\$420.00	\$620.00
Twenty (20) or more years of service	\$610.00	\$610.00	\$810.00
twenty-five (25) years of service or more	\$670.00	\$670.00	\$870.00

Longevity increments will be paid the first pay day in December. In the event of death, retirement or termination of employment, payment will be made for any such eventuality upon its occurrence.

The amount paid shall be that amount applicable for the years of service attained by the employee on the last anniversary date prior to December 1.

Longevity pay will be pro-rated in the event of death or termination of employment based on the amount that would have been paid on the next December 1.

ARTICLE 23 - JURY DUTY - COURT APPEARANCES

An employee required to serve on the jury shall be paid the difference between the compensation received for jury duty and his/her regular rate of compensation, provided the employee is prepared to submit, upon request of the Employer, valid proof of jury duty and the amount received as juror's pay.

Seniority, sick leave and length of service shall accrue while an employee serves on the jury.

An employee shall be compensated for time spent as a witness in court when the employee is required to appear as a result of an event arising out of and in the course of his/her employment, directly related to his/her unique position as a library employee.

ARTICLE 24 - LABOR - MANAGEMENT COMMITTEE

Effective upon the signing of this Agreement for all full-time and part-time employees, there shall be established a Labor-Management Committee which shall meet no fewer than four (4) times per year, each meeting to last no more than one (1) hour except by mutual agreement. Such meetings are to be held at suitable times and places, as determined by the Library Director. No agenda, minutes or reports of such meetings shall be required.

ARTICLE 25 - MILEAGE ALLOWANCE

An employee who uses his/her personal automobile on authorized City business shall be compensated for such usage at the current IRS rate per mile.

ARTICLE 26 - WAGES

Effective with this agreement all actual hours worked after 5 P.M. or on Saturday shall be paid with a ten (10%) differential added for all employees. Effective 7/1/12 all actual hours worked after 5 P.M. or on Saturday shall be paid with a fifteen (15%) differential added for all employees.

Each year, on the anniversary date of his or her employment, the employee shall automatically move from one salary step to the next higher salary until such time that the employee's job classification changes. In the event that an employee's job classification changes, the employee's new anniversary date shall be the date the employee began work in the new job classification.

All full-time and part-time bargaining unit employees will be eligible to advance to the next higher step after twelve (12) months of service at each step. Pages will move to step 2 after six (6) months of service, to step 3 after fifteen (15) months of service, and to step 4 after twenty-four (24) months of service.

a.) Cash Payments

The City agrees to the following cash payments for all unit members, to be pro-rated for part-time employees::

Effective 7/1/16 -	\$800.00 (eight-hundred dollars)
Effective 7/1/17 -	\$800.0 (eight-hundred dollars)

b.) Base Wages

Base wages shall be increased for all unit members as follows:

Effective 7/1/16 -	2%
Effective 4/1/17 -	2%

Effective 7/1/18 - 1.75%

The existing wage scales shall be amended and listed in Appendix "A" to reflect the two (2%) percent base wage increase.

Quoted salary amounts in Appendix "A" are subject to verification of Mathematical calculations by the Auditor's Department.

The collective bargaining agreement which expired on June 30, 2010 shall be extended without change for a period of two (2) years. In consideration of that, the City shall pay each currently employed member employed in Fiscal Year 2011 as follows: Five Hundred Seventy-Five Dollars (\$575.00) for full-time employees, Four Hundred Eighty-Five Dollars (\$485.00) for part-time employees, Fifty Dollars (\$50.00) for Library Pages; and each currently employed member employed in Fiscal Year 2012 as follows: Five Hundred Seventy-Five Dollars (\$575.00) for full-time employees, Four Hundred Eighty-Five Dollars (\$485.00) for part-time employees, and Fifty Dollars (\$50.00) for Library Pages.

Step Adjustments:

- a.) The City agrees to add a new top step to the pay scale for all unit employees, with the exception of Library Pages, which is 2% higher than the current top step 7 effective July 1, 2007. Any employee currently at maximum step on 7/1/07 advances to the new top step. This advancement to the new top step does not affect seniority or promotion dates.
- b.) Effective 7/1/08, the City agrees to add an additional 2% to the current top step 8, to be applied after the hourly wage increase and the Base Wage Percentage increase for all job titles, with the exception of Library Pages. Any employee currently at maximum step on 7/1/08 advances to the new top step. This advancement to the new top step does not affect seniority or promotion dates.
- c.) Effective 7/1/09, the City agrees to add an additional 2% to the current top Step 8, to be applied after the hourly wage increase and the Base Wage Percentage increase for all job titles, with the exception of Library Pages. Any employee currently at maximum step on 7/1/09 advances to the new top step. This advancement to the new top step does not affect seniority or promotion dates.

The Library Page position shall be increased as follows:

Step 1 shall be the state minimum wage in effect on July 1, 2006, through December 31, 2006, and then as further increased on January 1, 2007. Each subsequent step shall be increased by \$.20 per hour over the previous step. The parties agree that in the event the minimum wage is further increased after January 1, 2007 during the term of this contract, then step 1 shall be the then current state minimum wage plus \$.10 per hour, and each subsequent step shall exceed the previous step by \$.20 per hour.

Wages for Pages shall be increased in accordance with the minimum wage as established by the Commonwealth of Massachusetts for the duration of this contract.

Re-opener - The parties agree that in the event the City of Brockton becomes party to a contract with any other union that provides base wage percentage increases greater than that provided to the Brockton Public Library Employees' Association, covering the period of this contract, the Association shall have the right to reopen and renegotiate its agreement with respect to compensation.

In the event that the city enters into an agreement with any other city union or collective bargaining unit, that allows for a COLA base wage increase that is greater than 5.75% for the period between July 1, 2016 through June 30, 2019, the City and the Union agree to re-open negotiations for base wages only.

Effective July 1, 2006, upgrade the Senior Library Assistant/Children's Room to Assistant Children's Room Supervisor paid at the same grade level as the full-time Assistant Branch Supervisor. The upgrade shall be at the incumbent's current salary step as of July 1, 2006.

Please refer to salary schedules in Appendix A.

ARTICLE 27 - MEDICAL & LIFE INSURANCE COVERAGE

Effective 7-1-94 employees enrolled in a City offered health benefit plan shall contribute twenty percent (20%) of the total monthly premium.

If any member of the bargaining unit becomes an interested party to any case challenging the 80% city contribution to any aspect of health insurance coverage, and such contribution rate is in any way declared to be unenforceable or ordered to be increased by a court, agency, or tribunal of competent jurisdiction, then there shall be an immediate re-opener of economic items to restore the economic equivalent of the parties' agreement.

The parties further agree that the City shall deduct the employees' share of health premium contributions in approximately equal amounts during each pay period.

The City shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health and/or dental insurance with pre-tax dollars.

The employee health insurance co-pay will increase to 25% effective July 1, 2002. Implementation of this agreement is subject to agreement by all other collective bargaining units pursuant to M.G.L. 32b, Section 7A.

The Union agrees to the elimination of the 75% Medicare Part B reimbursement, effective July 1, 2006, as it potentially applies to current employees who may be future Medicare eligible retirees as well as anyone who has retired after July 1, 2006 but is no longer a member of the bargaining unit.

The City shall make available to Library employees the same health insurance plans and benefits as are uniformly provided to other employees and shall bargain with the Union, as required by law, before switching or eliminating any plan.

In addition, it is understood and agreed that the City shall have the right to switch carriers, but shall also have the duty to provide substantially equivalent overall coverage, in any and all health insurance plans for which it contracts, to that available at the time this contract was executed.

Effective July 1, 1998, the Employer shall provide a voluntary Dental Plan, for which employees shall, if they chose to enroll, pay through payroll deduction, no more than 50% of the cost of the premium.

The parties agree that any member of the part-time bargaining unit who has received health and/or life insurance benefits during 1987 shall continue to receive said benefits during the life of this contract, unless that employee's hours of work shall have been reduced beneath twenty (20) hours average per week through no action of the Employer.

A newly hired member of the part-time bargaining unit shall receive health insurance coverage if such employee shall average twenty (20) hours or more of work per week in an eight (8) week period. If the Employer shall reduce the average hours worked of such employee so as to cause the employee to average fewer than twenty (20) hours of work per week for a period of eight (8) weeks, the employee shall have the right to grieve the reduction in hours to the Public Employee's Personnel and Labor Relations Board on the sole question of whether or not the Employer had just reason for said reduction. The decision of the Board shall be final and binding upon all parties and there shall be no further right to review.

Effective July 1, 2003 the City will provide term life insurance coverage in the amount of 5,000 per employee. The employer and the employee will pay fifty percent (50%) of this coverage.

The City has agreed to provide a flexible spending account plan (FSA) for members of the Brockton Public Library Employees' Association.

A. FSA plan providers for pre-tax payroll deduction for employee out of pocket expense such as:

- Medical insurance deductibles
- Co-payments
- Vision Care (eyeglasses, contacts lenses, examinations)
- Medical examination cost not covered by insurance
- Prescription drug cost not covered by insurance
- Chiropractor and other specialist not covered by insurance
- Psychiatric counseling not covered by insurance
- Other medical expenses qualified under IRC Section 125
- Dental expenses such as examinations, cleanings, fillings, crowns, bridges, dentures, Orthodontist services, implants, inlays, x-rays and other dental expenses qualified under IRC Section 125.
- Other out of pocket expenses eligible for reimbursement consistent with Section 125 & 129 of the Internal Revenue Code.

B. Dependent Care Assistance Plan consistent with Section 125 & 129 of the Internal Revenue Code.

See attached Section 125 Dependent Care Guidelines, page 82.

See attachment A, "Increase in Employee Contribution to Master Medical Health Insurance", page 79.

ARTICLE 28 - NO STRIKES - NO LOCKOUTS

It is mutually agreed that throughout the life of this Agreement, there shall be no strikes, lockouts or stoppage of work and that any differences or misunderstandings which may arise shall be resolved by the parties or by the American Arbitration Association.

ARTICLE 29 - STEWARDS

The Association will designate three (3) Stewards with authority to process any violations of the provisos of this Agreement upon the occurrence of same. A Steward and/or the President of the Association shall be granted reasonable time off during working hours to investigate and settle grievances, provided notice has been given to the Library Director.

The parties agree that a total of twelve (12) paid Union Business days per year shall be provided to the Bargaining Unit, to be used in increments and by individual(s), as designated by the Union, with at least seven (7) days advance notice to the Library Director.

The parties agree that employees negotiating the union contract who do so on their own time shall be provided with compensatory time, on a straight time basis. All such request for compensatory time off will be submitted to the Library Director prior to the time being added to the employee's leave records.

ARTICLE 30 - EMPLOYEE RIGHTS

Except to the extent that there is contained in this Agreement an express provision to the contrary, employees shall have the right to join the Association, hold office, take part in the management of the Association, act as an Association representative and engage in lawful Association activities for the purpose of collective bargaining or other mutual aid. In the exercise of said rights, the employees shall be free from any and all restraint, coercion or discrimination in regard to tenure, promotion or any other condition of employment.

ARTICLE 31 - NOTIFICATION OF NEW EMPLOYEES

The Employer will notify the Association in writing of the name, address and the classification of each new employee hired to work in the library system. Thirty (30) minutes shall be allowed to orient new hires to the Union.

ARTICLE 32 - PRESENT BENEFITS

All present benefits shall be retained and be in full force and effect and are herewith incorporated by reference to the previous working terms and conditions.

ARTICLE 33 - STORY TELLERS

Story Tellers

A. **FULL-TIME** - Any full-time employee designated by the Library Director as a Story Teller, not at any time to exceed six (6) in number, shall receive compensatory time for preparation for story telling sessions on the following basis:

One (1) weekly story telling session – 1 ½ hours per week.

Two (2) or more weekly story telling sessions - 2 hours per week.

Compensatory time shall be taken within the same week as the story telling session(s) and scheduling of the compensatory time shall be at the discretion of the Library Director.

B. **PART-TIME** - Part-time Story Tellers will continue to receive the wages of a Library Assistant. Part-time storytellers will not adversely affect the wages, preparation time or work opportunities of the full-time storytellers. Employees required to substitute as story tellers on an emergency basis need not be granted preparation time if circumstances do not permit, nor in such cases shall there be any compensatory time.

Effective upon execution of this agreement, an employee designated by the Library Director as a regular Part-time Story Teller shall receive paid preparation time for story telling sessions on the following basis:

One (1) weekly story telling session – 1 ½ hours per week.

Two (2) or more weekly story telling sessions - 2 hours per week.

Book Talks

Book Talk Leaders shall receive two (2) hours preparation time prior to each scheduled Book Talk event.

ARTICLE 34 - LOCKERS

The Employer agrees to furnish one locker per branch library and three lockers at the main library, such lockers to be for the personal use of the employees.

ARTICLE 35 - PERSONAL DAY

Four (4) paid Personal Days shall be granted per annum, upon the request of any employee, provided notice is given to the Library Director at least seventy-two hours prior thereto, provided however, the employee is not required to provide such notice in the event of an emergency where the employee notifies the Library Director of the nature of the emergency. An emergency is an event that is unplanned or out of the employee's control, and raises the possibility of serious negative consequences if unattended.

For new hires and re-hires, for the first year of such an employee's employment only, personal day allotment shall be pro-rated, based on the amount of time left in the year.

All part-time employees shall be entitled to personal days on a pro-rated basis.

ARTICLE 36 - EDUCATIONAL INCREMENTS

Effective January 1, 2017, Article 37 shall be replaced in its entirety with the following language:

The employer shall pay a non-cumulative base pay differential to all members, on their regular pay period, based on the following educational attainment schedule:

Master's Library Science	10%
Master's	9%
Bachelor's	6%
Associate's	4%
Para Cert.	2%

Ed Incentive shall be included in base rate of pay for overtime purposes.

Should funding for this provision fail, this Article shall revert to the terms under the prior collective bargaining agreement.

ARTICLE 37 - FULL-TIME AND PART-TIME CONVERSION

An employee who is converted from part-time status to full-time status without a break in service, shall be credited with full-time service for purposes of all benefits and working conditions affected by seniority in accordance with the following formula:

$$\frac{\text{total number of hours worked}}{1820} = \text{number of years of service}$$

The date on which the employee is converted to full-time shall be adjusted by the above credit. That new date is the employee's seniority date. All unused sick leave and vacation hours accumulated as a part-time employee shall be converted to full-time days, seven hours equaling one day. The employee shall then accumulate sick leave and vacation and all other benefits, on the same basis as other full-time employees, as per the adjusted seniority date. The vacation allotment for the individual employment year for the newly promoted employee will be granted on his/her old part-time anniversary date.

The total vacation allotment will be based on a combination of days served as a part timer and days served as a full-time employee leading up to the old part-time anniversary date. The part-time allotment will be calculated according to the part-time contract.

The full-time allotment will be calculated according to the full-time contract. The transition allotment for the period from the old anniversary date to the new anniversary date will be the percentage of the year in days between those two dates.

An employee who converts from full-time to part-time status shall retain the original seniority date for the purposes of all part-time benefits and working conditions affected by seniority.

ARTICLE 38 - LEAVE OF ABSENCE

The Employer agrees that all employees covered by this Agreement shall be granted a leave of absence subject to the following:

The Library Director may grant a permanent employee a leave of absence or an extension of a leave of absence; provided that any grant for a period longer than fourteen (14) days shall be given only upon written request filed with the Library Director thirty (30) days in advance by such person, or by another authorized to request such leave on his/her behalf. The written request shall include a detailed statement of the reason for the requested leave. A copy of the written grant shall be kept on file by the Library Director. No leave of absence for a period longer than two (2) months shall be granted pursuant to this paragraph without the prior approval of the Library Director, subject to staffing needs.

The Library Director may grant a permanent employee a leave of absence or an extension of a leave of absence due to illness or other medical reasons in accordance with the Family Medical Leave Act or other applicable laws, providing thirty (30) days notice when practicable. The written request shall be accompanied by substantiating proof of such illness. A copy of the written grant shall be kept on file by the Library Director.

Any person elected to a state office or elected by the people to the office of mayor who is a permanent employee shall, upon his/her written request made to the Library Trustees, be granted a leave of absence without pay from his/her library position for all or such portion of the term for which he/she was elected as he/she may at any time, or from time to time, designate, and shall not, as a result of such election, be suspended or discharged from his/her library position or suffer any loss of rights under the collective bargaining agreement.

Any person elected to a state office following appointment to a library position as a permanent employee who has not completed the probationary period in such position shall, during such probationary period, upon his/her written request made to the Library Trustees, be granted a leave of absence without pay from such position for all or for such portion of the term for which he/she was elected as he/she may designate within one month of his/her election to said office, and shall not, as a result of such election, be suspended or discharged or suffer any loss of rights under the collective bargaining agreement; provided that such person shall return to such position within one month of completion of the term or terms for which he/she was elected and that upon such return he/she shall complete the remaining portion of such probationary period.

Any person who has been granted a leave of absence or an extension thereof pursuant to this section shall be reinstated at the end of the period for which the leave was granted and may be reinstated earlier. If the Library Trustees, upon demand of such person, shall fail to reinstate him/her to his/her library position, such person may request a hearing before the Mayor or his/her designee. The Mayor or his/her designee shall proceed forthwith to hold such a hearing and to render his/her decision.

If a person shall fail to return to his/her library position at or before completion of the period for which a leave of absence has been granted under any provision of this section, the Library Trustees shall, within fourteen days after the completion of such period, give such person a written notice setting forth the pertinent facts of the case and informing him/her that his/her employment in such position is considered to be terminated, whereupon the employment of such person in such position shall terminate. The Library Trustees shall file with the Mayor a copy of such notice which shall state the date on which the employment of such person should be recorded as having terminated.

Employees shall be granted an unpaid leave of absence for up to one year for the purpose of accepting a staff position in the Union. The employee shall be returned to her/his former position at the end of the leave, provided that the leave does not exceed one year.

ARTICLE 39 - LIBRARY CLOSINGS

For sixty (60) days prior to the closing of any Library building or facility the City will notify the Association of, and negotiate the impact of, such closing, unless such closing shall be brought about under non-financial emergency circumstances.

No employee shall suffer any loss of pay due to unscheduled closing of the Library, nor shall any employee have to "make up" time not worked due to such closings.

ARTICLE 40 - PERSONNEL RECORDS

In accordance with the provisions of M.G.L. Ch. 149, Sec 52 C, employees shall have the right, upon written request, to review the contents of their personnel file. The review shall take place during normal business hours at a place where the personnel records are kept. An employee will be notified within ten (10) days of all submissions to his/her personnel record and may obtain (2) copies annually of his personnel record upon submission of a written request.

If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record.

The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file. If the employer places, in a personnel record, any information which such employer knew or should have known to be false, then the employee shall have remedy through the collective bargaining agreement, other personnel procedures or judicial process to have such information expunged.

ARTICLE 41 - PERFORMANCE EVALUATION

There shall be established a Performance Evaluation System for all employees covered by the Agreement, which shall be implemented and administered as follows:

1. All performance evaluations shall be in writing on forms prepared by the City's Personnel Director copies of which shall be submitted to the Association for its review only prior to implementation. The performance criteria shall be reasonably related to the employee's job duties.

2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade selected by the Mayor or his designee.
3. Formal evaluations shall be completed at least once each year for each employee, but no more than twice each year. (Each formal evaluation shall consist of three steps, as set forth in 4-6 below.)
4. Prior to each evaluation period, the immediate supervisor shall meet with the employee and shall inform the employee of the performance criteria and procedures to be used in evaluation of the employee's performance. A copy of the form to be used shall be provided to the employee at this time.
5. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's program.
6. At the end of the evaluation period, the supervisor shall meet with the employee to review the results of the evaluation.
7. The form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall sign the evaluation to indicate whether he or she agrees or disagrees with it. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.
8. The evaluation shall be included in the employee's official personal file.
9. A Performance Evaluation form shall be developed and presented to the Union by January 1, 2001.

ARTICLE 42 - REDUCTION IN FORCE

The Employer retains the right to determine the library titles which are needed and also retains the right to determine the employees to be laid off and recalled in accordance with the procedures and standards set forth below:

In the event that permanent employees in positions having the same classification title are to be separated from such titles they shall be separated from employment according to their classification seniority date (the date they started in their current classification). Employees senior in length of service shall be retained the longest.

When one or more layoffs is being recommended by the Library Director to the Board of Library of Trustees, the Library Director shall send written notice of the contemplated action at least twenty-four (24) hours before the convening of the planned meeting to all employees being recommended for a layoff. In addition, the Library Director shall issue a Staff Memo notice of the contemplated action to alert employees in lower classification titles who might be affected if a laid off employee consents to being demoted. On the day following the meeting of the Board of Library Trustees at which layoffs are voted, the Library Director will issue written notification to the employees to be laid off and to all employees who may be affected by subsequent demotions. Any such employee who has received notice of an intent to separate him or her from employment for such reasons may, as an alternative to such separation, file with the Library Director, within five days of receipt of such notice, a written consent to his/her being demoted to a title in the next lower classification or classifications in succession, if in such next lower classification or classifications there is an employee junior to him/her in length of service. Employees cannot be demoted into Senior Bi-Lingual Library Assistant Circulation or Delivery Driver without being able to meet the proper qualifications required for that title.

A full-time professional employee who is demoted to a para-professional title as listed in ARTICLE 26 - shall be paid no less than the rate of pay of the Para-Professional Classification III at his/her current step. In the event an employee has at least five years of service and is demoted to a lower rated title, he/she shall receive the maximum rate of that title.

Full-time employees of the Brockton Public Library may consent to being demoted to part-time titles in the Library. Full-time employees who accept demotions to part-time titles will be paid at the part-time hourly rate specified in ARTICLE 26 - (Wages) of the Agreement between the City of Brockton and the Brockton Public Library Employees' Association and, if originally hired prior to July 1, 2000, and the employee currently works thirty-five (35) hours per week or who work twenty-four (24) hours per week, the employee shall be allowed to work up to a minimum/maximum of twenty-four (24) hours per week.

Part-time employees who accept demotions to other part-time titles will be paid at the part-time hourly rate as specified in ARTICLE 26 - (Wages) of the Agreement between the City of Brockton and the Brockton Public Library Employees' Association and, if originally hired prior to July 1, 2000, and the employee currently works thirty-five (35) hours per week or who work twenty-four (24) hours per week, the employee shall be allowed to work up to a minimum/maximum of twenty-four (24) hours per week. In the event an employee has at least forty-two (42) months of service and is demoted to a lower rated title, he/she shall receive the maximum rate of that title.

Employees separated from titles under this Article shall be reinstated in the same title held by them prior to the appointment of any other applicants to fill such title, provided that the right to such reinstatement shall lapse at the end of thirty-six (36) (retroactive) months following the date of such separation. These employees will be notified of any outside posting in the bargaining unit with mail sent to home address or latest known address or email address.

ARTICLE 43 - SPLIT SHIFTS

At the discretion of the Library Director, part-time employees but no full-time employees may be assigned to work split shifts. No employee will be involuntarily assigned to work split shifts on more than three (3) days per year. Involuntary assignments will be made in inverse order of classification seniority, junior employees first and senior employees last.

Part-time Assistants and Part-time Clerks shall be scheduled for shifts of at least three (3) hour duration, except in emergencies or unusual circumstances.

ARTICLE 44 - GUARANTEE OF HOURS

All employees in Library Assistant positions on July 1, 2000 shall be offered the opportunity to increase her/his workweek to twenty-four (24) hours. Library Assistants who increase to twenty-four hours will be eligible to receive all benefits granted to such employees including the health insurance benefit. In the event that a twenty-four hour Library Assistant vacates the position, the position shall be posted as a twenty-four hour vacancy provided that the incumbent leaving the position has worked the increased hours for at least six months. The Employer may post and fill all other Library Assistant positions with the hours established based on the staffing needs of the Library.

Employees in Senior Library Assistant positions on July 1, 2000 shall be grandfathered as Senior Library Assistants. Effective July 1, 2000 the following full-time Senior Library Assistant positions shall be established:

Senior Library Assistant Children's
Senior Library Assistant Adult Services
Senior Library Assistant Tech Services
Senior Library Assistant Circulation

ARTICLE 45 - MISCELLANEOUS PROVISIONS

1. The parties agree to establish a study committee to address the creation of an Employee Assistance Program. One of the first issues addressed will be stress management classes for employees who so request.
2. The Employer shall reimburse employees for fifty percent (50%) of the cost of tuition for courses/seminars/education which the Library Director approves as being either related to her/his current job, another bargaining unit job, or in the pursuit of any requirement or degree which will be beneficial on the job. The Employer may require proof of satisfactory completion of the course before reimbursement is made to the employee. For the tuition reimbursement purpose, the Library Director shall advocate with the City Council for appropriation of at least \$10,000 in the Department's annual budget request.
3. Free computer training for employees, the extent of which shall be at the discretion of the Library Director, during regular hours if possible. If not during regularly scheduled work hours, then the extra hours shall be paid as regular work hours, at the appropriate rate. Such training shall be provided by professional(s) and will be of adequate duration to enable employees to properly learn the necessary material to effectively operate the hardware/software. Any implementation problems, such as scheduling, duration or frequency shall be resolved through the Labor/ Management Committee of ARTICLE 24 - .
4. Free parking shall be provided for employees, which shall be nearby and in a well-lit area (per letter of Mayor, dated July 3, 1997). The Employer may choose to implement a system of free passes for specific parking spaces, provided that after 5 p.m. employees shall have first preference in use of parking spaces in the Library parking lot(s).
5. The parties have reached agreement on the following City of Brockton policies dated July 2000:
 - Domestic Violence in the Workplace
 - Employee Assistance Program
 - Family & Medical Leave
 - Sexual Harassment
 - Drug and Alcohol
6. The parties have reached agreement on the following Library policies:
 - Dress Code (July 2000)
 - Tardiness (July 2000)
 - Vacation Policy (July 2016)
7. Each employee subject to this Agreement shall comply with Section 2-110, of the City Ordinances, Residency Requirement of Employment and Promotions, but only for a period of seven (7) years from and after the first day of paid employment as a member of the Brockton Public Library Employees' Association.

It is specifically agreed that employees hired before January 1, 1992 are exempt from this requirement.

If the City ordinance requiring residency is repealed or for any other reason is no longer in effect, this provision of the collective bargaining agreement shall become null and void, effective no later than the effective date of the changed ordinance.

8. The City agrees to engage an outside consultant, which consultant shall be chosen by the City and the Union, to study the job responsibilities of each member of the Union and determine whether:
 1. The job responsibilities and/or duties are appropriate for the position;
 2. Should be performed by someone other than that who is performing the job duties;
 3. Whether the job duties and responsibilities justify an upgrade.

The Parties shall accept the consultant's report without objection, provided the report results in no demotions or loss of pay. The parties shall bargain the financial impact of implementing such a study, if the City, in its sole discretion, desires to impact bargain the same, including City Council funding.

9. The City shall recommend a twenty-five thousand (\$25,000) dollar appropriation in the Library budget to fund police details at the Main Branch two (2) nights per week from 4:30 p.m. to 8:30 p.m., which details will be subject to filling by the Brockton Police Detail Office.

ARTICLE 46 - COPE CHECK OFF

The Employer shall deduct and transmit to the SEIU COPE fund contributions from the wages of those employees who voluntarily authorize such contributions on the form provided by the Union. The deductions shall occur in whatever amount voluntarily authorized by the employee.

Sign up for COPE deductions shall be in the same manner and time frame as other benefit enrollment and annual open enrollment periods.

ARTICLE 47 - CODE OF ETHICS

It is necessary for City of Brockton employees to hold the respect, trust, and confidence of the community. One way this is accomplished is through the creation and enforcement of ethical guidelines for the conduct of public employees. It is therefore the policy of this Administration to uphold, promote, and demand the highest standards of ethics from its employees for personal integrity, truthfulness, honesty and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants, including, but not limited to, theft, dishonesty or the appearance of impropriety, and must never use their position as a public employee or the powers derived from such position, for personal gain or in breach of the public trust.

Employees shall:

1. Recognize that the chief function of the local government at all times is to serve the best interests of all the people.

Public Interest: employees shall treat their office as a public trust, only using the power and resources of public employment to advance public interests and not to attain personal benefit or pursue any other private interest incompatible with the public good.

2. Keep the community informed on municipal affairs; encourage dialogue between the citizens and all municipal employees emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Accountability: employees shall assure that public service is conducted openly, efficiently, equitably and honorably in a manner that permits the citizenry to make informed judgments and hold city officials accountable.

Respectability: employees shall safeguard public confidence in the integrity of public service by being honest, fair, caring and respectful and by avoiding conduct creating the appearance of impropriety of which is otherwise unbecoming a public official.

3. Seek no favor; believe that personal benefit or profit secured by confidential information or by misuse of public time is dishonest.

Private Employment: employees shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Confidential Information: employees shall not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Gifts: employees shall not directly or indirectly solicit any gift or accept or receive any gift - whether it is money, loan, travel, entertainment, hospitality, promise or any other form - under the following circumstances:

- (a) It could be reasonably inferred or expected that the gift was intended to influence the performance of official duties; or
- (b) The gift was intended to serve as a reward for any official action on the employee's part.

Investments in Conflict with Official Duties: employees shall not invest or hold any investment, directly or indirectly, in any financial business, commercial or other private transaction that creates a conflict with their official duties.

- 4. Conduct business of the City in a manner, which is not only fair in fact, but also in appearance, including disclosing any relationship which might create a financial conflict of interest or the appearance thereof.
- 5. Not knowingly violate any Massachusetts statute, City ordinance or regulation in the course of performing their duties.

The parties recognize that the language of this policy is subject to differing interpretations. The City agrees that, in the event that it believes this policy has been violated, it shall first provide the employee with an oral warning. Thereafter, in the case of a subsequent violation, a written warning shall be issued. Thereafter, progressive discipline shall be applied.

ARTICLE 48 - DURATION

This Agreement shall be in full force and effect July 1, 2010 up to and including June 30, 2019, and from year to year thereafter, unless ninety (90) days prior to the termination date, written notice to change, modify or terminate is given by either party, or in any subsequent year thereafter.

ARTICLE 50 - LIGHT DUTY

Light Duty: The City and the Union agree that any injured employee, where return to work is medically restricted, may be assigned to restricted duty either on a full or part-time basis, at the sole discretion of the Library Director after consultation with and approval from either the City's worker's compensation agent for work related injury/illness or the Director of Personnel for non-work-related injury/illness. This provision does not increase or provide any entitlement to the employee and any return to work which is medically restricted may be limited in time or duration and may be terminated at any time at the sole discretion of the Library Director.

Employees on light duty shall not be eligible for overtime assignments.

Workers' Compensation Agent or Director of Personnel, as appropriate, shall send employee letter enclosing job description, work capacity form, and release. Employee's treating physician shall complete the work capacity form. When necessary, at the Workers' Compensation Agent's or Director of Personnel's sole discretion, the Workers' Compensation Agent or Director of Personnel, as appropriate, shall be entitled to contact Employee's treating physician to obtain further information and/or documentation.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have set their hands this 9th day of May 2019.

For the City of BROCKTON

Bill Caputo

For the BROCKTON PUBLIC LIBRARY
EMPLOYEES' ASSOCIATION

Stan J. D'Amico 5/3/19
Joseph L. Bole 5/8/19
Jonathan Shaw 5/8/19
Sandra Reed 5/8/19
Susan McCormick 5/9/19

Karl Jim 5/9/19
Approved as to Form:

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APPENDIX A – WAGE SCHEDULE

BROCKTON PUBLIC LIBRARY ASSOCIATION										July 1, 2016				2.00%					
										STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
PARAM-PROFESS GROUP CODE 1004																			
SECRETARY TO LIBRARY DIRECTOR (1356)										GR 9	42,616	43,866	44,717	46,711	47,631	49,241	52,051	55,183	SALARY
											1,639.08	1,687.15	1,719.88	1,796.58	1,831.96	1,893.88	2,001.96	2,122.42	BI-WEEKLY
											23.4154	24.1021	24.5697	25.6654	26.1709	27.0554	28.5994	30.3203	HOURLY
											35.1231	36.1532	36.8546	38.4981	39.2564	40.5831	42.8991	45.4805	O.T.
PARA-PROFESSIONAL III																			
ASST. BRANCH SUPERVISOR (1607)										GR 3	37,480	38,331	39,186	41,031	43,386	46,128	47,392	50,238	SALARY
ASST. TECHNICAL SERVICE SUPERVISOR (1350)										GR 3	1,441.54	1,474.27	1,507.15	1,578.12	1,668.69	1,774.15	1,822.77	1,932.23	BI-WEEKLY
ASST. CIRCULATION SERVICE SUPERVISOR (1351)										GR 3	20.5934	21.0610	21.5307	22.5446	23.8384	25.3450	26.0396	27.6033	HOURLY
ASST. CHILDREN'S ROOM SUPERVISOR (1781)										GR 3	30.8901	31.5915	32.2961	33.8169	35.7576	38.0175	39.0594	41.4050	O.T.
PRINCIPAL LIBRARY ASST-TECHNICIAN (1369)										GR 4									
PARA-PROFESSIONAL II																			
SR. LIBRARY ASST. TECHNICAL SERVICES (1303)										GR 2	36,097	36,908	37,719	38,525	39,338	40,659	42,954	45,529	SALARY
SR. LIBRARY ASST. ADULT SERVICES (1303)										GR 2	1,388.35	1,419.54	1,450.73	1,481.73	1,513.00	1,563.81	1,652.08	1,751.12	BI-WEEKLY
SR. LIBRARY ASST. CIRCULATION (1303)										GR 2	19.8336	20.2791	20.7247	21.1676	21.6143	22.3401	23.6011	25.0160	HOURLY
											29.7504	30.4187	31.0871	31.7514	32.4215	33.5102	35.4017	37.5240	O.T.
PARA-PROFESSIONAL I																			
LIBRARY ASST.-BRANCH										GR 1	31,085	31,874	32,564	33,301	34,065	35,210	37,214	39,437	SALARY
LIBRARY ASST.-ADULT SERVICES										GR 1	1,195.58	1,225.92	1,252.46	1,280.81	1,310.19	1,354.23	1,431.31	1,516.81	BI-WEEKLY
LIBRARY ASST.-CHILDREN'S SERVICES										GR 1	17.0797	17.5131	17.8923	18.2973	18.7170	19.3461	20.4473	21.6687	HOURLY
LIBRARY ASST.-CIRCULATION										GR 1	25.6196	26.2697	26.8385	27.4460	28.0755	29.0192	30.6710	32.5031	O.T.
BI-LINGUAL LIBRARY ASST.-CIRCULATION										GR 1									
PROFESSIONAL CLASSIFICATIONS																			
PROFESSIONAL III																			
BRANCH LIBRARIAN (1357)										GR 7	45,782	46,982	48,224	50,526	52,990	54,802	57,874	61,362	SALARY
HEAD TECHNICAL SERVICES LIBRARIAN (1365)										GR 8	1,760.85	1,807.00	1,854.77	1,943.31	2,038.08	2,107.77	2,225.92	2,360.08	BI-WEEKLY
HEAD ADULT SERVICES LIBRARIAN (1364)										GR 8	25.1550	25.8143	26.4967	27.7616	29.1154	30.1110	31.7989	33.7154	HOURLY
HEAD CHILDREN'S SERVICES LIBRARIAN (1358)										GR 7	37.7325	38.7215	39.7451	41.6424	43.6731	45.1665	47.6984	50.5731	O.T.
HEAD CIRCULATION SERVICES LIBRARIAN (1361)										GR 8									
PROFESSIONAL II																			
ASST. HEAD ADULT SERVICES LIBRARIAN (1353)										GR 6	41,273	42,203	43,130	45,333	47,759	49,372	52,799	55,978	SALARY
											1,587.42	1,623.19	1,658.85	1,743.58	1,836.88	1,898.92	2,030.73	2,153.00	BI-WEEKLY
											22.6774	23.1884	23.6979	24.9083	26.2411	27.1274	29.0104	30.7571	HOURLY
											34.0161	34.7826	35.5469	37.3625	39.3617	40.6911	43.5156	46.1357	O.T.
PROFESSIONAL I																			
CHILDREN'S LIBRARIAN										GR 5	40,466	41,390	42,319	44,520	46,950	48,530	51,234	54,317	SALARY
FICTION READER'S ADVISOR										GR 5	1,556.38	1,591.92	1,627.65	1,712.31	1,805.77	1,866.54	1,970.54	2,089.12	BI-WEEKLY
REFERENCE LIBRARIAN (1352)										GR 5	22.2340	22.7417	23.2521	24.4616	25.7967	26.6649	28.1506	29.8446	HOURLY
											33.3510	34.1126	34.8782	36.6924	38.6951	39.9974	42.2259	44.7669	O.T.
GROUP CODE 1008										July 1, 2016				2.00% (EXCLUDING PAGES)					
HOURLY																			
											STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
ASST. BRANCH SUPERVISOR (1304)										GR 5	20.4851	20.9534	21.4234	22.4363	23.7290	25.2376	25.9306	27.4942	HOURLY
SENIOR LIBRARY ASSISTANT										GR 4	19.7254	20.1717	20.6162	21.0607	21.5075	22.2320	23.4924	24.9069	HOURLY
LIBRARY ASSISTANT(1606)										GR 3	16.9717	17.4051	17.7837	18.1903	18.6093	19.2392	20.3388	21.5599	HOURLY
LIBRARY CLERK (1301)										GR 2	12.9628	13.2772	13.5782	13.8802	14.2076	14.6793	15.4916	16.4161	HOURLY
LIBRARY PAGE (1300)										GR 1	11.10	11.30	11.50	11.70					HOURLY
*UPDATED 1/1/17 WITH NEW MINIMUM WAGE RATE \$11.00/HOUR																			

BROCKTON PUBLIC LIBRARY ASSOCIATION										July 1, 2017		2.00%	

BROCKTON PUBLIC LIBRARY ASSOCIATION										July 1, 2018				1.75%					
										STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GROUP CODE 1004																			
PARA-PROFESSIONAL CLASSIFICATIONS																			
SECRETARY TO LIBRARY DIRECTOR (1356)										GR 9	44,229	45,526	46,409	48,479	49,434	51,105	54,021	57,272	SALARY
											1,701.12	1,761.00	1,784.96	1,864.58	1,901.31	1,965.58	2,077.73	2,202.77	BI-WEEKLY
											24.3017	25.0143	25.4994	26.6369	27.1616	28.0797	29.6819	31.4681	HOURLY
											36.4526	37.5215	38.2491	39.9554	40.7424	42.1196	44.5229	47.2022	O.T.
PARA-PROFESSIONAL III																			
ASST. BRANCH SUPERVISOR (1607)										GR 3	38,899	39,782	40,669	42,584	45,028	47,874	49,186	52,140	SALARY
ASST. TECHNICAL SERVICE SUPERVISOR (1350)										GR 3	1,496.12	1,530.08	1,564.19	1,637.85	1,731.85	1,841.31	1,891.77	2,005.38	BI-WEEKLY
ASST. CIRCULATION SERVICE SUPERVISOR (1351)										GR 3	21.3731	21.8583	22.3456	23.3979	24.7407	26.3044	27.0253	28.6483	HOURLY
ASST. CHILDREN'S ROOM SUPERVISOR (1781)										GR 3	32.0597	32.7875	33.5184	35.0969	37.1111	39.4566	40.5380	42.9725	O.T.
PRINCIPAL LIBRARY ASST-TECHNICIAN (1369)										GR 4									
PARA-PROFESSIONAL II																			
SR. LIBRARY ASST. TECHNICAL SERVICES (1303)										GR 2	37,463	38,305	39,146	39,984	40,827	42,198	44,580	47,253	SALARY
SR. LIBRARY ASST. ADULT SERVICES (1303)										GR 2	1,440.88	1,473.27	1,505.62	1,537.85	1,570.27	1,623.00	1,714.62	1,817.42	BI-WEEKLY
SR. LIBRARY ASST. CIRCULATION (1303)										GR 2	20.5840	21.0467	21.5089	21.9693	22.4324	23.1857	24.4946	25.9631	HOURLY
											30.8760	31.5701	32.2634	32.9540	33.6486	34.7786	36.7419	38.9447	O.T.
PARA-PROFESSIONAL I																			
LIBRARY ASST.-BRANCH										GR 1	32,262	33,080	33,796	34,561	35,354	36,542	38,622	40,930	SALARY
LIBRARY ASST.-ADULT SERVICES										GR 1	1,240.85	1,272.31	1,299.85	1,329.27	1,359.77	1,405.46	1,485.46	1,574.23	BI-WEEKLY
LIBRARY ASST.-CHILDREN'S SERVICES										GR 1	17.7264	18.1759	18.5693	18.9896	19.4253	20.0780	21.2209	22.4890	HOURLY
LIBRARY ASST.-CIRCULATION										GR 1	26.5896	27.2639	27.8540	28.4844	29.1380	30.1170	31.8314	33.7335	O.T.
BI-LINGUAL LIBRARY ASST.-CIRCULATION										GR 1									
PROFESSIONAL CLASSIFICATIONS																			
PROFESSIONAL III																			
BRANCH LIBRARIAN (1357)										GR 7	47,515	48,761	50,049	52,439	54,996	56,876	60,064	63,684	SALARY
HEAD TECHNICAL SERVICES LIBRARIAN (1365)										GR 8	1,827.50	1,875.42	1,924.96	2,016.88	2,115.23	2,187.54	2,310.15	2,449.38	BI-WEEKLY
HEAD ADULT SERVICES LIBRARIAN (1364)										GR 8	26.1071	26.7917	27.4994	28.8126	30.2176	31.2506	33.0021	34.9911	HOURLY
HEAD CHILDREN'S SERVICES LIBRARIAN (1358)										GR 7	39.1607	40.1876	41.2491	43.2189	45.3264	46.8759	49.5032	52.4867	O.T.
HEAD CIRCULATION SERVICES LIBRARIAN (1361)										GR 8									
PROFESSIONAL II																			
ASST. HEAD ADULT SERVICES LIBRARIAN (1353)										GR 6	42,835	43,800	44,763	47,049	49,566	51,240	54,797	58,097	SALARY
											1,647.50	1,684.62	1,721.65	1,809.58	1,906.38	1,970.77	2,107.58	2,234.50	BI-WEEKLY
											23.5357	24.0660	24.5950	25.8511	27.2340	28.1539	30.1083	31.9214	HOURLY
											35.3036	36.0990	36.8925	38.7767	40.8510	42.2309	45.1625	47.8821	O.T.
PROFESSIONAL I																			
CHILDREN'S LIBRARIAN										GR 5	41,997	42,957	43,920	46,205	48,727	50,367	53,174	56,373	SALARY
FICTION READER'S ADVISOR										GR 5	1,615.27	1,652.19	1,689.23	1,777.12	1,874.12	1,937.19	2,045.15	2,168.19	BI-WEEKLY
REFERENCE LIBRARIAN (1352)										GR 5	23.0753	23.6027	24.1319	25.3874	26.7731	27.6741	29.2164	30.9741	HOURLY
ESL LITERACY COORDINATOR										GR 5	34.6130	35.4041	36.1979	38.0811	40.1597	41.5112	43.8246	46.4612	O.T.
GROUP CODE 1008										July 1, 2018				1.75% (EXCLUDING PAGES)					
HOURLY																			
ASST. BRANCH SUPERVISOR (1304)										GR 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	HOURLY
											21.2605	21.7465	22.2343	23.2855	24.6272	26.1929	26.9121	28.5349	
SENIOR LIBRARY ASSISTANT										GR 4	20.4720	20.9352	21.3965	21.8578	22.3216	23.0734	24.3815	25.8496	HOURLY
LIBRARY ASSISTANT(1606)										GR 3	17.6140	18.0639	18.4568	18.8788	19.3137	19.9674	21.1086	22.3759	HOURLY
LIBRARY CLERK (1301)										GR 2	13.4535	13.7797	14.0922	14.4056	14.7454	15.2349	16.0779	17.0374	HOURLY
LIBRARY PAGE (1300)										GR 1	11.10	11.30	11.50	11.70					HOURLY
*UPDATED 1/1/17 WITH NEW MINIMUM WAGE RATE																			
\$11.00/HOUR																			

APPENDIX B – Policy on Domestic Violence in the Workplace

I. Purpose: The City of Brockton is committed to promoting the health and safety of our employees. The purpose of this policy is to heighten awareness of domestic violence and to provide guidance for employees and management to address the occurrence of domestic violence and its effects in the workplace.

II. Definitions:

- A. **Domestic Violence:** A pattern of coercive behavior that is used by one person to gain power and control over another that may include physical violence, sexual, emotional and psychological intimidation, verbal abuse, stalking, and economic control. Domestic violence occurs between people of all racial, economic, educational, religious backgrounds, in heterosexual and same sex relationships, living together or separately, married or unmarried, in short term or long-term relationships. Domestic violence is a major cause of injury to women, although men also may be victims of such violence.
- B. **Batterer, Perpetrator, or Abuser:** The individual who commits an act of violence as defined above.
- C. **Batterers' Intervention Programs:** Programs that batterers attend are designed to eliminate violence in intimate relationships, to stop other forms of abusive behavior and to increase victim safety. Programs include, but are not limited to couples, marriage, or family counseling and other anger management courses.
- D. **Survivor or Victim:** The individual who is the subject of an act of domestic violence.

III. Policy:

A. Early Intervention and Education Prevention Strategies

- 1. It is the City of Brockton to use early prevention strategies in order to avoid or minimize the occurrence and effects of domestic violence in the workplace. The City of Brockton will provide available support and assistance to employees who are survivors of domestic violence. The support may include: confidential procedures to enable employees to seek resource and referral information; additional security at the workplace; work schedule adjustments; leave necessary to obtain medical, counseling, or legal assistance and workplace relocation. Appropriate assistance will be provided based on individual need. In all responses to domestic violence, the City of Brockton will respect the confidentiality and autonomy of the adult survivor to direct his or her own life, to the fullest extent of the law.
- 2. The City of Brockton will attempt to maintain, publish, and post in locations of high visibility, such as bulletin boards and break rooms, a list of resources for survivors and perpetrators of domestic violence, including but not limited to: the national domestic violence hotline number (800) 799-SAFE, the employee assistance program number (800) 451-1834, the phone number and description of local domestic violence resources, and a list of local batterers' intervention programs.

B. Leave Options for Employees who are Experiencing Threats of Violence

1. At times, an employee may need to be absent from work due to family violence. The length of time should be determined by the individual's situation. The time period shall be determined through collaboration with the employee, their Department Head, the Director of Personnel, and a Union Representative if applicable.
2. Employees, supervisors, and department heads are encouraged to first explore whether paid options can be arranged which will help the employee cope with a family violence situation before deciding upon a formal unpaid leave of absence. Depending on the circumstances, this may include:
 - Arranging flexible work hours so that the employee can handle legal matters, court appearances, housing, and childcare.
 - Considering sick, vacation, personal leave, compensatory time, or leave without pay, when requests are for relative short periods.

C. Procedures for Employee with Performance Issues Related to Domestic Violence

1. While the Employer retains the right to discipline employees for cause, the City of Brockton recognizes that victims of domestic violence may have performance or conduct problems such as chronic absenteeism or inability to concentrate as a result of the violence. When an employee subject to discipline confides that the job performance or conduct problem is caused by domestic violence, a referral for appropriate assistance should be offered to the employee.
2. The Department Head, in collaboration with the employee, Employee Assistance Counselor, Director of Personnel and Union Representative should allow a reasonable amount of time for the employee to obtain assistance regarding the domestic violence. Department Heads should be mindful that the effects of domestic violence can be severe and may take extended periods of time to address fully.

D. Disciplinary Procedures for Employees Who Commit Acts of Threats of Domestic Violence

1. The City of Brockton is committed to providing a workplace in which the perpetration of domestic violence is neither tolerated nor excused. Any physical assault or threat made by an employee while on City of Brockton work sites, any city building, park, etc. or just the employee's workplace, during work hours, is a serious violation of the City of Brockton policy. This policy applies not only to acts against other employees, but also to acts against all other persons, including intimate partners. Employees found to have violated this policy will be subject to corrective or disciplinary action, up to and including discharge.
2. Employees who are convicted of a crime as a result of domestic violence may be subject to corrective or disciplinary action including discharge, when such action affects the work performance of the employee.

IV. Guidelines Regarding Assistance for Survivors and Perpetrators:

A. General Guidelines

The following information is provided to help those employees who are domestic violence survivors obtain the services they desire and to enhance the safety of City workplaces.

1. The City sees to create a supportive workplace environment in which employees feel comfortable discussing domestic violence and seeking assistance for domestic violence concerns. If an employee discloses that they are a survivor of domestic violence, it is important that the Department Head, Employee Assistance Counselor, Director of Personnel, and Union Representative respond with the following, so as to avoid victim blaming:
 - You are not alone.
 - You are not to blame.
 - There is help available.
 - You do not deserve to be treated this way.
2. If a supervisor believes that an employee is in an abusive relationship, but the employee has not disclosed this to their supervisor, the supervisor should address any job performance issues and refer the employee to the Employee Assistance Program and/or community resources.
3. Recognizing the absence of services and support for survivors of domestic violence and that survivors may face threats of violence or death when they attempt to end a violent relationship, supervisors will make efforts to provide a nonjudgmental and supportive environment for the employee which is not dependent on the employee's decisions regarding the relationship.
4. A successful workplace intervention may consist of providing the employee with a non-judgmental place to discuss violence, information to begin accessing resources in the community, or assisting the employee in formulating a plan to increase that employee's safety.

B. Guidelines for Department Heads/Supervisors

The following information is provided to assure effective and responsive direction. Department Heads, supervisors, should:

1. Participate in domestic violence training as provided.

2. Be aware of physical or behavioral changes in employees and consult with the Personnel Department/Employee Assistance Program/supervisor for advice. The Department Head/supervisor is not to diagnose or counsel the employee, but to refer the employee to appropriate resources. The following behaviors may be associated with domestic violence: chronic absenteeism, inappropriate/excessive clothing, obsession with time, repeated physical injuries, chronic health problems (i.e. chronic pain), isolation, emotional distress, depression, distraction and excessive number of personal calls.
3. Be respectful of employees' personal choices. If the Department Head or supervisor observes signs and symptoms of violence, it is appropriate to convey concern regarding signs and to educate the employee regarding the resources available. It is critical that the Department Head/supervisor respect the employees' privacy and not pressure the employee to disclose any personal information.
4. Be responsive when an employee who is either the survivor or perpetrator of domestic violence asks for help. Immediately contact your Personnel Department/Employee Assistance Program/Police Department for assistance.
5. Maintain the confidentiality of domestic violence circumstance and any other referrals under this policy to the extent permitted by law. Inform the other employees of the domestic violence circumstances on a need to know basis only. Wherever possible, give advance notice to the employee who is experiencing domestic violence if you need to inform others about the domestic violence situation.
6. Work with the victim, Personnel Department, Employee Assistance Program, the Law Department, Union Representatives, Police Department, and community domestic violence programs, if necessary, to assist the victim to develop a personal workplace safety plan (see below) and to make a reasonable accommodation of that plan.

When assisting an employee to develop personal workplace safety plan, ask what changes, if any, could be made at the workplace to make them feel safer. Survivors of domestic violence know his or her abusers better than anyone else. When it comes to their own safety, offer to assist them in developing a personal workplace safety plan, but allow them to decide what goes in the final plan. However, if it is determined that other employees or customers are at risk; it is essential to take measures to provide protection for them.

7. Make efforts, if possible, to adjust the supervisor/employee's work schedule and or grant leave such as sick, vacation, personal leave, compensatory time, or leave without pay if the employee needs to take time off for medical assistance, legal assistance, court appearances, counseling, relocation, or to make other necessary arrangements to enhance his or her safety. Be sure to follow all applicable personnel policies and procedures, union contract provisions and statutes. This approved leave should not be held against the employee. The employee should maintain communication with their Department Head during their absence.
8. Maintain the confidentiality of the employee's whereabouts.

9. Work with the Personnel Department and Union Representatives, if applicable, to relocate employee to an alternate work site, whenever feasible, if employee requests to relocate for safety reasons. If relocation is offered, it should not produce any reduction in pay, status or benefits.
10. Review the safety of parking arrangements. Make sure that parking areas are well lit. Provide security escorts to parked cars and priority parking near the building entrance for employees who fear attack at work.
11. Post information with Personnel Department approval, about domestic violence in your work area. Also, have information available where employees can obtain it without having to request it or be seen removing it. Some suggestions are: restrooms, lunchrooms or where other employee resource information is available.
12. Comply with all civil protection orders. If both the plaintiff and defendant in a civil protection order are employees of the City of Brockton, Department Heads must work with the Personnel Department, the Law Department, Employee Assistance Counselors and Police Department to ensure that the defendant is relocated to a workplace in which the defendant will have no contact with the plaintiff. If you observe violations of the protection orders, document these violations and call the Police Department and/or contact the Law Department.
13. Respect the employee's boundaries and privacy, even if you disagree with the decisions she/he are making regarding the relationship. A survivor of domestic violence may make numerous attempts to leave his/her batterer. It is often difficult to leave because of financial and childcare responsibilities, or threats of violence.
14. After consultation with the Personnel Department and the Law Department, take any appropriate corrective or disciplinary action consistent with policy, procedure and collective bargaining agreements up to and including termination, against employees who commit acts of domestic violence at City of Brockton work sites as outlined in the policy or who are convicted of a crime as a result of domestic violence when such action affects the work performance of the employee.
15. Inform subordinates on a periodic basis about the Employer's policy and procedures on encouraging work environments free from violence, threats and harassment.

V. Options Available for Employees:

A. Survivors of Domestic Violence:

1. Talk with a trusted co-worker, supervisor, Union Representative or Department Head about your situation.
2. Contact your Employee Assistance Program office: (800) 451-1834.
3. Contact the national domestic violence hotline at (800) 799-SAFE, the State Coalition Against Domestic Violence at (617) 248-0822, or the local domestic violence agency at (800) 281-6498.

4. Call the police if you are in immediate danger.
5. Notify your Department Head of the possible need to be absent and find out your leave options. Be clear about your plans to return to work and maintain communications with your Department Head during your absence. If necessary and available, make alternate arrangements for receiving your paycheck.
6. Submit a recent photograph of the abuser and a copy of your protection order to your Department Head, the Law Department, and the Police Department. This assists your Employer in identifying the abuser should he/she appear at your workplace.
7. Work with your Department Head, Police Department, Employee Assistance Program manager, or Union Representative to develop a safety plan. See Workplace Safety Plan below.
8. Obtain assistance for and documentation of any physical and/or mental health consequences of the abuse (including old injuries) from your primary care provider.

B. Options for Employees who are Perpetrators of Domestic Violence

1. Contact the nearest Employee Assistance Program office at (800) 451-1834 for confidential consultation and resources.
2. Contact a batterer's intervention program at Brockton (508) 894-6980, EMERGE in Cambridge (617) 547-9879 or Common Purpose (617) 739-3831.

C. Other Employees who have Concerns about Domestic Violence

1. If you know or believe that a co-worker is a victim of domestic violence, communicate your concerns for her or his safety. Be clear that your role is to help and not to judge. Refer the employee to the Employee Assistance Program (800) 451-1834, a local domestic violence agency (800) 281-6498, or the national domestic violence hotline at (800) 799-SAFE. Maintain the confidentiality of the domestic violence circumstances and any other referrals under this policy to the extent permitted by law. Discuss the employee's situation with the Employee Assistance counselor, Personnel Department or a local domestic violence program for further guidance.
2. Report any threats or violence that you experience or witness to your Department Head, Personnel Department, Police Department or Employee Assistance Program.

Volunteer at a local domestic violence shelter or organize a workplace drive for domestic violence shelters

COMPONENTS OF A WORKPLACE SAFETY PLAN

- a. Consider obtaining a civil order for protection and make sure that it is current and on hand at all times. Include the workplace on the order. A copy should be provided to the police, your Department Head, the Director of Personnel and the Law Department if the abusive partner should come to the work site. Ask coworkers, supervisors and/or Department Heads to call the police if the perpetrator threatens or harasses you at work or violates the civil order for protection in any way.
- b. Consider providing a picture of the perpetrator to your Department Head and/or police.
- c. Consider identifying an emergency contact person should your Employer be unable to contact you.
- d. Review the safety of your parking arrangements.
- e. Consider having police escort you to and from your car or public transportation and/or obtaining special parking access.
- f. Consider requesting a change and/or unpredictable rotations of your work schedule, work site, or work assignment if such a change is possible and would enhance your safety at work.
- g. Consider having your telephone calls screened at work.
- h. Consider requesting additional security for your work site. It may be possible to post security near your work site, relocate your workstation to a more secure area, or provide you with a cellular phone for emergency use at work.
- i. Review the safety of your childcare arrangements. If you have a protective order, make sure the provider has a copy.

APPENDIX C - City of Brockton Employee Assistance Program

I. Purpose and Goals

The City of Brockton may offer its regular employees and/or their immediate families an Employee Assistance Program, hereafter known as "EAP".

- A. The purpose of this program is to encourage all employees experiencing physical illness, mental illness, emotional distress, financial hardship, marital or familial difficulties, substance abuse or addiction or any other concerns, to seek appropriate help. In most cases, identifying the problem and receiving appropriate assistance will lead to successful resolution. The City supports and encourages employees in their efforts to resolve personal or family problems.

When an employee's personal life problems and stress begins to affect his/her job performance or attendance, the matter becomes a justifiable concern of the City.

When an employee's job performance is impaired, normal supervisory assistance will serve as the motivation by which employee's job performance will return to an acceptable level in most cases. In those cases, where standard remedial or supervisory assistance does not correct performance problems, outside or personal problems may be the cause.

- B. The goals of this program are:

1. to retain valued employees
2. to restore productivity through early identification of personal problems, and
3. to motivate employees to seek help with management problems.

II. The Program

The EAP consists of an outside counseling group retained by the City to provide professional counseling and referral services. Their trained personnel can quickly assess an employee's problem, provide short-term counseling and/or referral and follow-up services until the problem is resolved.

Talking to an EAP counselor is free. Costs occur to the employee only if the counselor recommends professional help. Most professional counseling services will be covered, either partially, or totally, by your existing health insurance.

Information on the EAP will be posted prominently, and will be available in all City buildings, and will be available from Department Heads and the Personnel Department.

All contacts with the Employee Assistance Program are completely confidential. Records are kept at the EAP offices and may not be released without the employee's written consent.

The City's concern with life management problems is strictly limited to an employee's job performance. Employees are assured that their job security, future reputation, or promotional opportunities will not be jeopardized by participation in the EAP.

Participation in the EAP is voluntary. In cases where a Department Head has suggested the services of EAP, the employee may elect not to take advantage of it. Where disciplinary action has been initiated, such procedures will continue. Disciplinary action may continue whether or not an employee participates in EAP. If an employee does not take advantage of the EAP, it still remains the employee's responsibility to meet their job requirements. The EAP is meant to be a positive adjunct for employees, not a way to excuse substandard performance.

The City believes an employee's job performance may be affected by the problems of family members. For this reason, the City extends the same offer of assistance to the immediate family of all permanent employees.

Telephone number for the Employee Assistance Program is (800) 451-1834.

APPENDIX D City of Brockton Family & Medical Leave Policy

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The federal government passed the Family & Medical Leave Act in 1993. This Act requires the City of Brockton to grant an eligible employee up to 12 weeks of unpaid job protected leave during any 12-month period for specified family and medical reasons.

- Covered Family and Medical Reasons

- the birth or placement of a child for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition, or
- to take medical leave when the employee is unable to work because of a serious health condition that makes the employee unable to perform the essential functions of his/her job.

- Employee Eligibility

- the employee must have worked for at least 12 months for the City. The 12 months need not be consecutive.
- the employee has to have worked for the Employer for at least 1,250 hours over the 12 months before the leave would begin.
- the employee must work in an office or work site, which employees 50 or more employees, or there must be 50 employees within 75 miles of the office or work site. In the City of Brockton, all employees work within a 75-mile radius of City Hall.
- when both spouses are employed by the City, they are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious family health condition.

- Calculation of leave

- eligible employees can use up to 12 weeks of leave during any 12-month calendar year.
- each time an employee uses leave, the City computes the amount of leave the employee has taken under this policy, subtracts it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time.

- Maintenance of Benefits

- Group Health Insurance

An employee shall be entitled to maintain group health insurance coverage on the same basis as if he/she had continued to work for the City. To maintain uninterrupted coverage, the employee will have to continue to pay their share of insurance premium payments.

The payment shall be made either in person or by mail to the Personnel Department by the 15th day of the month. If the employee's payment is more than 30 days overdue, the coverage will be dropped by the City.

If the employee does not return to work upon expiration of the FMLA leave, the Employer may seek reimbursement from the employee of the premiums paid for maintaining health coverage during the leave provided that the employee's failure to return is for a reason other than a serious health condition or circumstances beyond the control of the employee.

– Life Insurance

The City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the City will request that the employee continue to make those payments, along with health care payments.

– Earned Benefits

The employee will not accrue any vacation time, sick leave, holidays, personal leave, floating holidays, clothing allowance, seniority, bereavement leave, or other benefits during any unpaid part of leave.

- The use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.
- After returning from FMLA leave, the employee will receive all accrued and unused vacation time, sick leave, seniority and other benefits for which he/she was eligible prior to start of the leave.

– Job Restoration

The employee will be able to return to his/her prior position or a position with equivalent benefits, pay, and other terms and conditions of employment.

*** Exception ***

The highest paid 10% employees of the City may be notified that their leave or the anticipation of their leave would cause grievous economic injury to the City and cannot be granted. If one of these employees elects not to return to work after such a notice, the City may then deny later reinstatement.

Use of Paid and Unpaid Leave

- If the employee has accrued paid leave of less than 12 weeks, the employee will use paid leave first and take the remainder of the 12 weeks as unpaid leave.

- If an employee uses leave because of his/her own serious medical condition or the serious medical condition of an immediate family member, the employee will first use all paid vacation, personal or sick leave, and then will be eligible for unpaid leave.
- An employee using leave for the birth of a child will use paid sick leave for physical recovery after childbirth. The employee may then use all paid vacation, personal or family leave, and will be eligible for unpaid leave for the remainder of the 12 weeks.

*** * * Massachusetts Maternity Leave Statute**

In most cases the Massachusetts maternity leave statute will run concurrently with the FMLA. However, in cases where a full-time female employee who has completed her probationary period of 3 months of employment is not eligible for FMLA leave, she remains eligible for 8 weeks of unpaid leave under the Massachusetts maternity leave statute. Example - An employee requests leave to care for a seriously ill family member and is out 12 weeks under FLA. During the same leave year, the employee requests 8 weeks' maternity leave beginning with the birth of her child under the Massachusetts maternity leave statute. She is entitled to both leaves for a total of 20 weeks.

- An employee using leave for the adoption or foster care of a child will use all paid vacation, personal or family leave first, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

Limits of the FLA.

*** * *The following limits will apply to the leave granted under this Article.**

- Leave for the birth or placement of a child expires at the end of the 12-month period beginning on the date of such birth or placement.
- Leave for the birth or placement of a child for adoption or foster care may be taken intermittently or to utilize a reduced work week, provided approval for such use is obtained from the employee's Personnel Department.
- Employees may use family and medical leave intermittently, or as part of a reduced work week whenever it is medically necessary.
- Leave for the birth or placement of a child or to care for a sick parent may be limited to a total of 12 weeks when both husband and wife work for the City and are eligible for leave.
- A son or daughter for whom family medical leave is taken must be under 18 years of age or incapable of self-care because of a mental or physical disability.
- A son or daughter included a n adopted, foster, or stepchild, a legal ward, or a child of a person standing in loco parentis.
- A parent includes biological parents of an employee or a person who stood in loco parentis to an employee.

- Spouse means a husband or wife under the law of the Commonwealth of Massachusetts.
- The City may require the employee to substitute paid accrued vacation, personal, or sick leave for leave available under this Act.
- Under this policy, an employee may substitute paid sick leave for a serious health condition of a member of his/her immediate family.
- An illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. Health care provider means a doctor of medicine or osteopathy.
- When medically necessary, leave for a serious health condition may be taken intermittently. The Employer may require such employee to transfer temporarily to an alternative position with equivalent pay and benefits and which better accommodates recurring periods of leave.
- An employee may be required to provide certification for intermittent leave for planned medical treatment which indicates when such treatment is expected to be given and the duration of such treatment.

Procedure for Requesting Leave

- All employees requesting leave under this policy must complete the Family and Medical Leave form available from the City of Brockton Director of Personnel.
- When an employee plans to take leave under this policy, the employee must give the City thirty days' notice.
- Any employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the City's operations.
- In the event that an employee requests less than twelve (12) weeks leave while on leave, employees are requested to report periodically to the City regarding status of the medical condition and intent to return to work.

Procedure for Notice and Certification of Serious Health Condition

- The City may require the employee to provide notice of the need to utilize leave (where it is possible to know beforehand) and/or may require the employee to provide certification of an employees or immediate family member's serious health condition by a qualified health care provider.
- The employee must respond to such a request within 15 calendar days of receipt of the request for certification, or provide a reasonable explanation for the delay.
- Qualified health care providers include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologist, optometrists, chiropractors, nurse practitioners/nurse

midwives authorized to practice under state law and performing within the scope of their practice under state law, Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

***When seeking certification of a serious medical condition an employee must ensure that the certification contains the following:

- 1) Date on which the serious health condition began.
- 2) The probable duration of the condition.
- 3) A brief statement of treatment including appropriate medical facts with in the knowledge of the health care provider about the condition.
- 4) If the employee is seeking medical leave for his/ her own medical condition, certification should also include a statement that the employee is unable to perform the essential functions of the employee's position.
- 5) For a seriously ill family member, the certification should include a statement that the patient requires assistance and that the employee's presence is needed to care for the family member.
- 6) If taking intermittent leave or a reduced leave scheduled for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment and a statement of medical necessity for taking intermittent leave or working on a reduced schedule.
- 7) The City at the City's expense may require the employee to obtain the opinion of a second health care provider chosen by the employer. If these two opinions conflict, the employer may require that the employee obtain the opinion of a third health care provider approved jointly by the employer and the employee. The third opinion, which is at the employer's expense, will be final and binding on both the Employer and the employee.

****Definitions * * * *

Eligible Employees - Eligible employees must have worked for the Employer for at least 12 months and must have had at least 1,250 hours of service with the City during the 12-month period before the leave.

Serious Health Condition - A condition that requires either inpatient care or continuing treatment by a health care provider.

Health Care Provider - Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices, or podiatrists, dentists, clinical psychologists, optometrists, and chiropractors authorized to practice in the state and perform within the scope of their practice under state law; or, nurse practitioners and nurse-midwives authorized to practice under state law and performing within the scope of

their practice as defined under state law; or Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Intermittent Leave - Leave which is taken in blocks of time or by reducing the normal weekly or daily work schedule.

Immediate family member - An employee's spouse, son, or daughter. The term "parent" does not include parent "in-law".

Equivalent position - An equivalent position has the same pay, benefits and working conditions including privileges, perquisites and status. It must involve the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility and authority.

Key employee - An employee who is salaried and "is among the highest paid 10%" of the employees employed within 75 miles of his/her work site

Job restoration - An employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions with no loss of any employment benefit that the employee earned or was entitled to before using FMLA leave.

Twelve-month leave - Calendar year.

APPENDIX E - City of Brockton Sexual Harassment Policy

Introduction

It is the policy of the City of Brockton to promote and maintain a workplace that is free from harassment including sexual harassment. Sexual harassment in the workplace is unlawful. It constitutes unlawful sex discrimination in violation of Title VII of the Civil Rights Acts of 1964 and Massachusetts General Laws Chapter 151 B, Section 1. It is against the law and a violation of City Policy for any City employee to sexually harass another employee or a member of the public with whom the employee comes in contact on the job.

Any employee found to have engaged in sexual harassment in violation of this policy is subject to disciplinary action up to and including termination of employment.

The City of Brockton takes allegations of sexual harassment seriously. We will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate. The City has provided a procedure by which inappropriate conduct shall be addressed.

Furthermore, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful.

Definition of Sexual Harassment

The legal definition of sexual harassment is broad. The alleged harassing conduct will depend upon the totality of the circumstances including the severity of the conduct and its pervasiveness. There are two different types of sexual harassment.

- 1) One type, which is often referred to as "quid pro quo" harassment, is set forth in Massachusetts General Laws Chapter 151 B Section 1. It includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when
 - Submission or rejection of such advances, request or conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - Submission to or rejection of such conduct by an individual is used as a basis for employment decisions, including hiring, firing, promotions, compensation, etc. affecting that individual.

In other words, it is sexual harassment if a n employee is told or reasonably led to believe that engaging in sexual conduct will have a positive effect in his or her employment situation or that failure to engage in sexual conduct will have a negative effect on his or her employment status.

- 2) The other type of sexual harassment, also described in Massachusetts General Laws Chapter 151 B Section 1, is "hostile environment" sexual harassment, which exists when:

- The unwelcome sexual advances, requests or conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, humiliating or sexually offensive working environment.
- Among the things that can contribute to a hostile workplace or environment are:
- Discussions of individual employees' sexual activities and/or interests
- Magazines, books, posters, etc., that display men or women in various stages of undress or in provocative poses
- Parties or celebrations that feature items or performances of a sexual nature
- Touching or commenting on any traditionally sexual part of a person's body
- Continuing to invite an individual to engage in social or sexual activities after being informed that the individual is not interested
- Continuing to refer to an individual using demeaning or inappropriate language after being asked to stop
- Continuing to touch an individual in a traditionally non-sexual area of the body after being informed that such conduct is not welcome
- Jokes or stories of a sexual nature
- Verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual

***** Whether behavior creates a hostile environment will ultimately turn on the specific facts of the situation**

- Sexual harassment can take many forms.
- A man or a woman may be the harasser
- The harassment may be between two individuals of the same sex
- The harasser does not necessarily have to be the victim's supervisor
- The victim does not necessarily have to be the one to whom the remarks or conduct are directed. The victim's ability to work may be adversely affected by an intimidating or hostile working environment created by the behavior between others
-
- The harasser or the victim may be a member of the public who comes into contact with City employees

All employees need to understand that it is essential to maintain professional, friendly and cooperative working relationships in the workplace.

Sexual remarks, advances, or unwelcome conduct interferes with maintaining those relationships. When such conduct appears to offer a "quid pro quo" or creates a "hostile work environment", such conduct is unlawful and will not be tolerated.

Sexual Harassment Complaint Process

Complaint Officers - The City of Brockton has designated Maureen Cruise, Director of Personnel, City Hall, Personnel Department, 45 School Street, Brockton, MA 02301, (508) 580-7820 and Robert Gale, Jr. Director of Veterans Services, Veterans Services Department, War Memorial Building, 156 West Elm Street, Brockton, MA 02301, (508) 580-7850 as the Complaint Officers. He/she is vested with the authority and responsibility of processing all harassment complaints in accordance with the procedure outlined below:

Procedure

- 1) Any employee of the City who believes that he/she has been subjected to harassment, including sexual harassment, will report the incident to the complaint officer as soon as possible so that it may be addressed promptly.
- 2) The Complaint Officer will attempt to resolve the problem in a formal and expeditious manner through the following process:
 - a) The Complaint Officer will confer with the individual who feels he or she was subjected to harassment, the Complainant, to obtain a clear understanding of that individual's statement of facts.
 - After meeting with the complainant, the complainant shall put the complaint of harassment in writing.
 - b) The Complaint Officer will then meet with the alleged harasser in order to obtain his or her response to the complaint.
 - c) The Complaint Officer may hold as many meetings with the parties as is necessary to obtain factual information.
 - d) The Complaint Officer will also meet with witnesses or other individual's who may have pertinent information.
- 3) The investigation will be processed in an expeditious manner with a completion time goal of two weeks. Upon completion of the investigation, the complaint officer shall prepare a report outlining the findings and submit said report to the Mayor.

The Complaint Officer, to the extent appropriate, will inform the person filing the complaint and the person alleged to have committed the conduct, of the results of the investigation.

If it is determined that inappropriate harassing conduct has been committed by one of the City's employees, the City will take such disciplinary actions as is appropriate under the circumstances.

The disciplining action may include an oral warning or reprimand, a written warning or reprimand to be placed in the personnel file, suspension, demotion, termination or a combination of the above.

The report of the investigation and all documentation shall be kept in the Complaint Officers' confidential files.

- 4) The Complaint Officer will prepare a written summary of the disciplinary action taken by the City. Both the complainant and the alleged harasser shall receive a copy of the written summary.

If the complaint is substantiated, the summary shall be placed in the personnel file of the harasser.

Parties to the investigation maintain the right to grieve and or arbitrate the results of said investigation.

State and Federal Remedies

In addition to the above procedures, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both the government agencies set forth below.

Using our complaint process does not prohibit you from filing a complaint with these agencies.

* * * * * Each agency has a short time period (statute of limitations) for filing a claim.

* * * * * EEOC - 180 Days

* * * * * MCAD - 6 Months

EEOC - The United States Equal Employment Opportunity Commission

1 Congress Street, 10th Floor

Boston, MA 02114

617/565-3200

MCAD - The Massachusetts Commission against Discrimination

Boston Office

1 Ashburton Place, Room 601

Boston, MA 02108

617/727-3990

Springfield Office

424 Dwight Street, Room 220

Springfield, MA 01103

413/739-2145

APPENDIX F- City of Brockton Drug and Alcohol Policy

I. General

N.B. - Part I applies to all employees of the City of Brockton whether or not they are also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991.

The City of Brockton has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment the City of Brockton has established this policy regarding drug and alcohol use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of drug and alcohol use.

Employees of the City of Brockton are visible and active members of the communities where they live and work. They are inescapably identified with the City and are expected to represent it in a responsible and creditable fashion. The vast majority of our employees reflect credit upon themselves and the City of Brockton, which they represent.

While the City of Brockton has no intention of intruding into the private lives of its employees, the City does expect employees to report for work in condition to perform their duties. The City recognizes that employees off the job as on the job involvement with drugs and alcohol can have an impact on the work place and our ability to accomplish our goal of an alcohol and drug-free environment.

The following is the City of Brockton 's Policy:

1. The illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on City property is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
2. Employees who are under the influence of alcohol or narcotics, drugs or controlled substances, either on the job or when reporting for work, or who possess or consume alcohol during work hours, have the potential for interfering with their own, as well as their co-workers' safe and efficient job performance. Consistent with existing City of Brockton practices, such conditions may be proper cause for administrative action up to and including termination of employment.
3. Off-the-job illegal drug activity which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or City property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment as additionally provided for in the Omnibus Transportation Act of 1991. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the City and other factors relative to the impact of the employee's arrest upon the conduct of City business.

4. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician.
5. Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

Any employee, while on City property or during that employee's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in his or her personal possession, in his or her locker or desk or other such repository, alcohol or drugs, which are not medically authorized, or is found to have used or to be using such alcohol or drugs, will be suspended immediately pending further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.

Any employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problem may participate in the Employee Assistance Program (EAP) without jeopardizing his or her continued employment with the City of Brockton. Because the program is being offered confidentially, an employee may use the program without the City's knowledge. If an employee chooses to notify the City or request assistance from the City regarding an alcohol or drug problem, that notice or request will not jeopardize his or her continued employment, provided the employee stops any and all involvement with the substance being abused, and maintains adequate job performance. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of policy.

This statement is to clarify the City of Brockton's operational stance and to provide for prompt effective reaction to any alcohol or drug related situation which has or could have any impact on operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of the health benefits plan as indicated for problem drinking, alcoholism, or other drug dependencies.

II. Omnibus Transportation Employee Testing Act of 1991: Testing for Drugs and Alcohol

It is the policy of the City of Brockton to comply fully with the Rules issued by the U.S. Department of Transportation under the 1991 Omnibus Transportation Employee Testing Act dealing with the limitations on alcohol and drug use by transportation workers, drug and alcohol testing of such workers and the reporting/record-keeping requirements relative to such testing. The Rules found at 49 C.F.R. s382. 1 00 et seq. apply to all interstate and intrastate truck and motor coach operators, including but not limited to, school bus drivers and all City employees with commercial driver's licenses.

The following conduct is prohibited:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.04 percent (or higher).
2. Use of alcohol within the four (4) hours prior to performing a safety-sensitive function like driving;

3. Use of alcohol on the job;
4. Use of alcohol during the eight (8) hours following an accident;
5. Possession of any medication or food containing alcohol while driving a vehicle;
6. Refusal to take a required test.
7. Use of controlled substances on or off duty unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a vehicle safely.

III. Procedures - Alcohol and Drug Testing Pursuant to 49 C.F.R. s382. 100 et seq.

A. Types of Tests The following tests are required:

1. Pre-Placement Testing for Controlled Substances and Alcohol:

All applicants for employment in covered positions are subject to screening for use of alcohol or controlled substances. All applicants who test positive for either drugs or alcohol will not be offered employment with the City of Brockton.

2. Post-Accident: All covered employees shall be tested after accidents involving safety sensitive vehicles where there has been a citation for moving traffic violation, or there is a fatality even if the driver is not cited for a moving traffic violation. Tests for alcohol use shall be conducted within 2 hours, but in no case more than 8 hours of the accident, while tests for controlled substances shall be conducted within 32 hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make him/herself available for testing. Generally, the employee will be accompanied to/from the testing site by a City of Brockton employee/supervisor.
3. Reasonable Suspicion: A covered employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee has violated Numbers 1 - 7 of Section II of the guidelines or has been or is using controlled substances without a doctor's prescription. In the case of alcohol use, the observation shall be made during, preceding or after the workday. No such limitations are placed on observations for the impermissible use of controlled substances. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made. If a test cannot be administered, the driver must be removed from performing safety sensitive duties for at least 24 hours.
4. Random: Covered employees shall be tested for the use of alcohol and controlled substances on a random, unannounced basis, just before, during or after performance of safety sensitive functions for alcohol or at any time for controlled substances. Each year, the number of random alcohol tests conducted by the City must equal 25% of all covered employees. Random drug tests conducted by the City must equal at least 50% of all covered employees.

5. Return to Duty and Follow-Up: An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to performing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after an employee returns to duty. The City of Brockton agrees to bear the expense of the six (6) follow-up tests. Follow-up testing may be extended for up to 60 months under extreme circumstances following the return to duty.

B. Conducting Tests

1. Alcohol

DOT rules require breath testing using evidential breath testing (EBT) devices. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test. In addition, blood alcohol testing can be used in reasonable suspicion and post-accident testing where an evidentiary breath-testing device is not available or where an employee is not capable of producing adequate breath.

2. Drugs

Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security; proper identification and integrity are not compromised.

DOT rules require a split specimen procedure. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or more drugs, a confirmation test is performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a physician designated as Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If MRO determines that the drug use is legitimate, the test will be reported to the City as a negative result.

3. Refusal to Participate/Tampering

Any refusal to participate in any of the types of alcohol and or drug tests authorized in this policy will be treated as indicative of a positive result.

If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

C. Consequences of Alcohol/ Drug Misuse

1. Drivers who have any alcohol concentration (defined as 0.02 or greater) when tested just before or just after performing safety sensitive functions must be removed from performing such duties for 24 hours, and will be sent home with pay or assigned suitable non-safety sensitive work if available.
2. Drivers who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol or drug use) must be immediately removed from safety sensitive functions must be evaluated by a substance abuse professional and must undergo a treatment program as defined by the professional.
3. Drivers who wish to continue employment with the City of Brockton must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on non-occupational sick leave or leave without pay status during the treatment period, whichever is appropriate.
4. Drivers who have been evaluated by a substance abuse professional, who comply with any recommended treatment, who have taken a return to duty test with a result of less than 0.02 and/or a urine drug test which is negative who are then subject to unannounced follow-up tests, may return to work.
5. Drivers who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy may be subject to discipline up to and including termination. Any action may be subject to the grievance and arbitration procedure.

D. Information/Training

All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug misuse. All employees must receive a copy of this policy and sign a Confirmation of Receipt.

All supervisory and management personnel in the Department of Public Works must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

E. Record Keeping

1. The City is required to keep detailed records of its alcohol and drug misuse prevention program.

2. Driver alcohol and drug testing records are confidential. Test results and other confidential information may only be released to the employer, substance abuse professional, the MRO, and any arbitrator of a grievance filed in accordance with this policy. Any other release of this information may only be made with the driver's consent.

F. Pre-Employment References

1. The City must obtain and review the following information from each employer that the prospective driver worked for, in a safety sensitive position, during the two previous years: information about a test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she may not be hired.
3. If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received recommended treatment, and tested negative in a return to duty test.
4. The City of Brockton must provide the same information to subsequent employers of current City employees when provided with a written release.

G. Questions

Questions about this policy should be referred to the employee's Department Head and/or the Director of Personnel.

APPENDIX G - Brockton Public Library Dress Code Regulations

Footwear

Dress or casual shoes shall be the accepted form of foot wear. Athletic shoes or sneakers that are neat, clean, and not torn shall be acceptable.

Pant/ Dress Wear

The members and the City agree to the following dress regulations.

€ Blue jeans may not be worn by any employee except pages. Other colored dress jeans will be accepted as long as they are neat, clean and not torn.

€ No pants or slacks tailored as sweatpants of any material including nylon, fleece, velour or cotton.

€ No shorts

€ Skorts, culottes, split skirts, and walking shorts are acceptable.

Shirt Wear

The members and the City agree to the following dress regulations:

€ Shirts, blouses and other tops must extend to the waistband of the employee's pants or skirt.

€ Male employees must wear collared shirts.

€ Tee shirts with writing, tank tops, and sweatshirts are not allowed.

All members of the bargaining unit will be subject to this dress code. If there are any questions about whether or not an article of clothing violates the dress code, the employee should seek clarification from his/her supervisor, assistant library director or library director before wearing the item to work. An employee in a closed building who wishes to dress more casually while working on a specific project should notify the library director prior to that day and bring a change of clothes in case of an assignment to work in another location.

Any violation of this policy will be handled with progressive discipline.

September 2000

APPENDIX H - Brockton Public Library TARDINESS POLICY

Each employee has a responsibility to be on the job at the prescribed time every day. Each employee has an important designated job to perform. Unexpected and unauthorized tardiness disrupts the library's operation and is as detrimental to the City as an absence.

Tardiness is excused for emergencies only. Punctuality is expected. Staff members are to be at their work stations at and during the designated work hours. When work takes you away from your work station, please let your supervisor know where you are going and how long you expect to be gone.

If you expect to be late to work, please call the library and ask for your supervisor directly. If your supervisor is not available when you call, you may leave the information with another supervisor, or if no supervisor is available at that time, leave the message with an employee who will pass it on to a supervisor. Please indicate when you expect to arrive for work. If you are unable to call in yourself because of an emergency, be sure to have someone call on your behalf.

An employee will be considered to be tardy if he/she is ten minutes late for work. Your supervisor may approve tardiness in cases where there are mitigating circumstances. Your supervisor will make note of any unapproved tardiness in an office notebook. Five incidents in a ninety-day period will be considered a "tardiness pattern" and will result in a documented oral warning from the library director. If the employee is tardy again within the next ninety days, the library director may issue a written warning. A final written warning will be given if the employee is tardy a second time within the next ninety days. Further incidences of tardiness may result in further discipline up to and including probation, suspension without pay, and/or termination.

APPENDIX I - Brockton Public Library Vacation Policy

In accordance with the agreed vacation policy, a maximum total of three (3) scheduled employees will be allowed to be on authorized leave during any given week of the year.

The restriction of who can be off at the same time will include the following:

Circulation Supervisor/Assistant Circulation Supervisor

Head of Adult Services/Assistant Head of Adult Services

At least one Branch Librarian or Assistant Branch Librarian must remain at her location

Head of Children's Services/Assistant Children's Supervisor

Please use the official Vacation Selection Form when you submit your requests. Please request your top priority two (2) weeks or ten (10) days as your first-round selection (with alternate weeks if you choose), and no more than two (2) consecutive weeks in July and August. Each subsequent round is for no more than one week and must be submitted in the appropriate space. The schedule is as follows- Selection period for all staff: February____- March____; Posting Date: March____. All requests that follow will be on a first come, first served basis.

Employees will be able to select vacation days and weeks for the period from June 1 to May 31st.

After the vacation selection period is completed, the Head of Circulation Services Librarian will work on a schedule to cover Saturdays for the summer. If there are any Saturdays you cannot work, please let the Circulation Supervisor know ASAP.

APPENDIX J - Brockton Public Library Vacation Form

Vacation Selection Form

(Return completed form to Head Circulation Services Librarian by March 31, 2018)

NAME _____ SENIORITY NUMBER _____

ROUND 1-LIST THE TWO (2) WEEKS OR TEN (10) DAYS THAT ARE YOUR HIGHEST PRIORITIES.

Week 1 _____ # of days _____ alternate choice _____

Week 1 _____ # of days _____ alternate choice _____

ROUND 2 - LIST ONE (1) WEEK THAT IS YOUR NEXT HIGHEST PRIORITY.

Week 1 _____ # of days _____ alternate choice _____

ROUND 3 -LIST ONE (1) WEEK THAT IS YOUR NEXT HIGHEST PRIORITY.

Week 1 _____ # of days _____ alternate choice _____

ROUND 4 -LIST ONE (1) WEEK THAT IS YOUR NEXT HIGHEST PRIORITY.

Week 1 _____ # of days _____ alternate choice _____

ATTACHMENT K - Increase in Employee Contribution to Master Medical Health Insurance

A. Effective on and after 11:59 p.m. on August 31, 2008, or whenever all City and School Department unions agree if such time and date are later than 11:59 p.m. on August 31, 2008, Brockton Public Library Employees' Association, Local 888, SEIU employees enrolled in the City-offered Blue Cross Blue Shield Master Medical Plan shall begin to contribute thirty percent (30%) of the total premiums for that plan and the City shall begin to pay the remaining seventy percent (70%). When the 30% employee contribution for the Blue Cross Blue Shield Master Medical Plan is initiated, the language in the following paragraphs will become effective.

In each full contract year that such Brockton Public Library Employees' Association, Local 888, SEIU employees pay 30% of the total premiums for the Blue Cross Blue Shield Master Medical Plan, such employees who were employed either during 2007 - 2008 or during the fiscal year prior to the fiscal year during which the aforesaid increase in the Brockton Public Library Employees' Association, Local 888, SEIU employees' share of the premiums for the Blue Cross Blue Shield Master Medical Plan becomes effective, whichever is later, (for example, Brockton Public Employees' Association, Local 888, SEIU employees who are employed during 2008 - 2009 if the aforesaid increase does not become effective until sometime during the 2009 - 2010 fiscal year) ("the qualifying year") and who were enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year ("eligible Brockton Public Library Employees' Association, Local 888, SEIU employees") will be paid an additional annual stipend ("the Master Medical Stipend") as part of their regular salary depending upon the level of coverage (e.g. individual coverage or family coverage) that they had during the qualifying year. In order to be classified as a Brockton Public Library Employees' Association, Local 888, SEIU employee during the qualifying year, (e.g. 2007 - 2008, 2008 - 2009 or some year thereafter), the employee must have been either actively employed or on an approved leave of absence during that year and must also have been covered by the Blue Cross Blue Shield Master Medical Plan during that year. Brockton Public Library Employees' Association, Local 888, SEIU employees who are not employed in the bargaining unit during the qualifying year and/or who were not enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year will not be eligible for the Master Medical Stipend.

The Master Medical Stipend shall be in the exact amount of dollars and cents that corresponds to five percent (5%) of the total annual premium for the Blue Cross Blue Shield Master Medical Plan as of the time and date of the increase in the Brockton Public Library Employees' Association, Local 888, SEIU employees' share of the premium contributions for that plan from 25% to 30%. If in the year of implementation, the 30% employee contribution to the Blue Cross Blue Shield Master Medical Plan is in effect for only a portion of the year, the Master Medical Stipend will be prorated for that year only.

The Master Medical Stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on July 1 immediately following the commencement of the Master Medical Stipend, the Master Medical Stipend will be increased by the amount of the general salary increases in that year and in all future years. Eligible Brockton Public Library Employees' Association, Local 888, SEIU employees who either convert to a different health insurance plan, change their level of coverage or drop out of health insurance entirely at any time after the Master Medical Stipend begins to be paid will continue to receive the Master Medical Stipend that corresponds to the level of coverage that they had during the qualifying year.

Brockton Public Library Employees' Association, Local 888, SEIU employees who return from a leave of absence or who are recalled after a layoff will remain eligible for the Master Medical Stipend. However, eligible Brockton Public Library Employees' Association, Local 888, SEIU employees who resign and who are later rehired will no longer be eligible for the Master Medical Stipend.

B. In consideration of the foregoing agreement to increase the Brockton Public Library Employees' Association, Local 888, SEIU employees' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan from 25% to 30%, it is further agreed as follows:

- (1) There will be no proposals to increase Brockton Public Library Employees' Association, Local 888, SEIU employees' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan beyond 30% for at least the three (3) year period beginning July 1, 2008.
- (2) There will be no proposals to increase Brockton Public Library Employees' Association, Local 888, SEIU employees' share of the premium contributions for the HMO Blue, Blue Choice, Harvard Pilgrim Health Care Plans or for any other HMO Plan that the City may make available to its employees beyond 25% for at least the three (3) year period beginning July 1, 2008.

C. Effective as of July 1, 2006, any Brockton Public Library Employees' Association, Local 888, SEIU employee who was enrolled in the Blue Cross Blue Shield Master Medical Plan during the 2005 - 2006 contract year and who thereafter elects to convert to one of the less expensive health insurance plans that are offered by the City (i.e. HMO Blue, Blue Choice, Harvard Pilgrim Health Care or any other less expensive health insurance plan that the City might subsequently make available to its employees) will receive a conversion stipend that will be payable in three separate lump sum amounts with the first such stipend being paid within thirty (30) calendar days of the conversion and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amount of each of the three stipends will be computed as follows:

- (1) By first determining the total amount of the City's annual premium contribution for the particular type of coverage (i.e. family or individual) that the Brockton Public Library Employees' Association, Local 888, SEIU employee has under the Blue Cross Blue Shield Master Medical Plan as of the date of the conversion.
- (2) By then determining the total amount of the City's annual premium contribution for the particular type of coverage (i.e. family or individual) that the Brockton Public Library Employees' Association, Local 888, SEIU employee selects in the particular less expensive plan to which the Brockton Public Library Employees' Association, Local 888, SEIU employee elects to convert his/her health insurance coverage as of the date of the conversion.
- (3) Then, by subtracting the amount determined under paragraph (2) above from the amount determined under paragraph 1 above to determine the "conversion differential."
- (4) The first lump sum stipend shall be in the amount of 50% of the conversion differential.
- (5) The second lump sum stipend shall be in the amount of 35% of the conversion differential (i.e. 70% of the first lump sum stipend).
- (6) The third lump sum stipend shall be in the amount of 20% of the conversion differential (i.e. 40% of the first lump sum stipend).

Any Brockton Public Library Employees' Association, Local 888, SEIU employee who has received either one, two or all three of the conversion stipends will, if he/she re-enrolls in the Blue Cross Blue Shield Master Medical Plan at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the conversion stipends that he/she received pursuant to this section.

D. Effective as of July 1, 2006, any Brockton Public Library Employees' Association, Local 888, SEIU employee who is enrolled in any one of the City-offered health insurance plans and who thereafter waives his/her right to coverage under any of those plans will receive an insurance waiver stipend that will be payable in three equal lump sum payments with the first such stipend being paid within thirty (30) calendar days of the waiver and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amounts of each of the three stipends will be computed as follows:

- (1) By first determining the amount of the City's total annual premium contribution for the particular type of coverage (i.e. family or individual) that the Brockton Public Library Employees' Association, Local 888, SEIU employee has under the particular City-offered health insurance plan in which he/she is enrolled at the time of the waiver.
- (2) By then taking 50% of that amount and dividing it by three (3).
- (3) The resulting figure will be the amount of each of the three annual insurance waiver stipends.

In order to be eligible for this insurance waiver stipend, a Brockton Public Library Employees' Association, Local 888 employee must first provide the City with written verification that he/she is covered by an alternative health insurance plan, either as the employee/subscriber or as a dependent of an employee/subscriber, which provides a level of coverage that is substantially equivalent to the level of coverage that is provided under the least expensive health insurance plan that is offered by the City at the time of the waiver. Brockton Public Library Employees' Association, Local 888, SEIU employees who access the health insurance waiver stipend will be permitted to subsequently enroll in one of the City-offered health insurance plans during any subsequent open enrollment period. However, any such Brockton Public Library Employees' Association, Local 888, SEIU employee will be permitted to enroll in one of the City-offered health insurance plans at any time between the open enrollment periods upon a showing of changed circumstances (such as, for example, the loss of or unavailability of the alternative health insurance plan by which he/she was covered at the time of the waiver, the onset or deterioration of a significant medical condition since the exercise of the waiver, the death of or divorce from a spouse or the dissolution of a partnership with the employee/subscriber under whose alternative health insurance plan the Brockton Public Library Employees' Association, Local 888, SEIU employee was covered at the time of the waiver) or for some other valid reason.

Any Brockton Public Library Employees' Association, Local 888 employee who has received either one, two or all three of the insurance waiver stipends will, if he/she (or his/her spouse both at the time of the waiver and at the time of any subsequent reenrollment) subsequently enrolls in one of the City-offered health insurance plans at any time thereafter, refund to the City an amount that is equal to one-half of the total amount of the insurance waiver stipends that he/she received pursuant to this section.

E. The City is undertaking a study to develop a Preferred Provider Organization health insurance plan ("PPO") which shall be designed to be an alternative to the Blue Cross Blue Shield Master Medical Plan. The City will bargain with the Union to the full extent required by law about the adoption of such a PPO.

ATTACHMENT L - Section 125 Dependent Care Guidelines

IRS form 2441 should be filed with your tax form 1040 when dependent care has been deducted from your pay. The Dependent Care deduction should be shown in box 10 of the W2 form from your employer.

Employer provided dependent care assistance is tax-free only if the following conditions are met:

1. Each individual for whom you receive dependent care assistance is:
 - a) dependent under the age of 13 whom you are entitled to claim as a dependent on your tax return, or
 - b) A spouse or other tax dependent who is physically or mentally incapable of caring for him or herself (special rules apply to certain circumstances where noncustodial parents are entitled to claim the individual as a dependent).
2. The dependent care assistance is provided for the care of a dependent described above or for the related household service and is incurred to enable you to be gainfully employed.
3. If the dependent care services are provided outside your household, they are incurred for the care of a dependent who is described in 1. a) above or who regularly spends at least 8 hours per day in your household.
4. If the dependent care is provided by a dependent care center (i.e. a facility that provides care for more than 6 individuals not residing at the facility) the center complies with all applicable state and local laws and regulation.
5. If the services are provided by a camp, the dependent does not stay overnight at the camp.
6. Payment for the services are not made to a child of yours who is under the age of 19 at the end of the year for which the expenses are incurred or to an individual for whom you or your spouse is entitled to a personal tax exemption as a dependent.
7. The reimbursement (or fair market value of the dependent care expenses) are provided for the applicable year and may not exceed the least of the following limits:
 - a) \$5000 (\$2500 if you are married and do not file a joint tax return for the year)
 - b) Your taxable compensation (after any reductions under the 401(k) plan, dependent care assistance plan and medical/dental plans)
 - c) If you are remarried, your spouse's actual deemed earned income.

For purposes of 7 a) above, if two employees are married to each other and file a joint tax return, a single \$5000 limit applies to both spouses together. For purposes of 7 c) above, your spouse will be deemed to have earned income of \$200 (\$400 if you have 2 or more dependents described in paragraph 1. above) for each month in which your spouse is: physically or mentally incapable or caring for him or herself or a full time student at an educational institution. For all purposes of paragraph 7 above, certain separated spouses are not treated as married.

8. You must report to the IRS on your tax return the name, address and social security number (or other tax payer identification number, if required) of any dependent care service provider who provides service to you during the relevant calendar year).

ATTACHMENT M - ESL Literacy Coordinator

Duties and Functions:

- Adapt teaching methods and instructional materials to meet students' diverse needs and abilities. Order ESL and foreign language materials
- Assess student for proper classes (ESOL, conversation group, citizenship and HiSET computer-based)
- Conduct classes, workshops, and demonstrations to teach principles, techniques, or new pedagogy in subjects such as basic English language skills, life skills, ESOL skills, citizenship skills and workforce entry skills.
- Maintain accurate and complete student records (intake)
- Write or assist in grant writing proposals for the adult literacy program
- Ability to assist in training and supervising assigned employees and/or volunteers
- Setup a major referral service data and language/ESL/literacy collection
- Create/maintain a welcome tool kit, pamphlet on ESL programs and provide educational/organizational resources handouts
- Network/navigate with other organizations and companies to make adult literacy program visible in the community
- Assist with any other duties that may be assigned by the Head Adult Services Librarian, Assistant Library Director or Library Director
- Works in Reference Room
- Inputs data into the OCLN database
- Assists patrons in using computer resources
- Assists in troubleshooting computer problems
- Answers telephone inquiries
- May be required to serve as "Librarian in Charge" in the absence of Supervisors, Assistant Library Director or Library

This position is required to work one (1) or two (2) evenings a week and two (2) Saturdays out of four (4)

Qualifications:

- M. Ed required, ESL/ESOL preferred, experience teaching ESOL/ESL adult learners strongly preferred
- Ability to teach using technology; organizational skills
- MS Word computer skills and the ability to work as a team with other staff members
- Excellent oral and written communication skills
- Ability to relate to patrons and students with professional friendliness, patience, tact and resourcefulness