

Agreement

between

City of Brockton

and

Local 888



SEIU

Stronger Together

CTW-CLC

Brockton Public Library Employee Association

July 1, 2022 – June 30, 2025

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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

Professional II (Full-Time)

Assistant Head Adult Services Librarian

Senior Administrative Assistant

Professional I (Full-Time)

Children's Librarian

Fiction Reader's Advisor

Reference Librarian

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

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

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

Para-Professional III (Part-Time)

Asst. Branch Supervisor (Part-Time)

Para-Professional III (Full-Time)

Asst. Branch Supervisor

Asst. Technical Service Supervisor

Asst. Circulation Service Supervisor

Asst. Children's Service Supervisor

Administrative Assistant

Para-Professional II (Part-Time)

Library Assistant (Part-Time) - Branch, Adult

Services, Children's Services, Bi-Lingual

Circulation, Circulation, Delivery Driver

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 – AGENCY SERVICE FEE/UNION DUES

No employee shall be required, as a condition of employment, to join the Union; however, any employee who elects to join the Union shall sign and submit to the City the authorization of dues forms.

Any employee may elect to pay an Agency Fee, equal to the dues amount, to the Union by executing an Agency Fee authorization form, expressly authorizing the City to deduct the Agency Fee.

Upon receipt of an authorization of dues/agency form, the Employer agrees to deduct, each week, union membership dues or agency fees levied in accordance with the Constitution of the Union from the pay of each employee in the unit who executes or has executed said form.

No such deductions shall be made without an authorization dues/agency form. Deductions may be made for all bargaining unit employees who have executed said form, regardless of their probationary status.

The Union shall be responsible for providing a welcome packet to all new employees who are members of the bargaining unit, with the forms required herein.

In consideration of the employer's entering into this collective bargaining Agreement, which Agreement includes union dues and agency service fee provisions, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or costs of the employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of the union dues and agency service fees.

There shall be no discrimination by Department Heads/Supervisors or other agents of the Employer against any employee because of their activity or membership in the Union (pursuant to M.G.L. c. 150E s.10). There shall be no discrimination by union members against any employee because of his/her refusal to join the Union or pay an Agency Fee. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement.

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 I.

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 provision 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 ¼) 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 appellate 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 be 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		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	3	1/5's 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 equal to one-half (1/2) of a week's pay. If a part-time employee shall have accumulated fewer than the pro-rated amount he/she shall be entitled to additional compensation on a pro-rated basis.

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

All such payments of additional compensation will be made on the first payroll next following

completion of the twelve-month period involved.

The Library Director shall keep records of sick leave expenditures.

SICK LEAVE REVIEW- Any employee who illustrates an unusual pattern of sick leave usage may be subject to a sick leave review, conducted by the Human Resources Director. Any employee who falls into any of the following categories shall be subject to sick leave review.

1. Any employee who has used in excess of 15 sick days in a fiscal year period, which, in the Human Resources Director's judgment, have not been properly used.
2. Any employee who has a combination of three (3) unusual patterns of the following sick leave usage:
 - a. use of a sick day or sick days before or after any scheduled vacation leave, or;
 - b. use of a sick day or sick days on, before or alter any of the Holidays specified in the contract, or;
 - c. use of a sick day or sick days illustrating a repetitive pattern such as use of a sick day on any particular day of the week on a repetitive basis.

If, as the result of the sick leave review, it is determined that the employee has shown an undocumented and inordinate use of sick leave, then the employee shall be subject to a period of sick leave probation of ninety (90) days, as described below.

While on sick leave probation, the employee shall be required to provide written documentation to the Human Resources Director for any sick day usage. If such required written documentation is not provided, the employee may be subject to discipline, subject to applicable provisions of the contract, including the right to grieve and arbitrate.

PART-TIME- All part-time employees shall accrue a pro rata portion of one and one-quarter (1 ¼) days of paid sick leave per month, under the following formula:

$$\frac{\text{Number of scheduled hours}}{35 \text{ hours}} \times 1 \frac{1}{4} \text{ days}$$

Accrual of sick leave shall be based upon the number of scheduled hours established on July 1 of each year. No later than June 30 of the following year, the actual hours worked during the fiscal year shall be adjusted upward or downward to effectuate a true pro-ration.

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 just 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. Just 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.

ARTICLE 13 – PROBATIONARY PERIOD

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete six months of continuous, active service (not including time off) in the position. This probationary period may be extended by mutual agreement between the City, the employee, and the Union. Employees who have already met this requirement prior to the execution of this Agreement will not be required to complete the requirement again. During the probationary period or any extension, the Employer may suspend or dismiss a probationary employee without any recourse by the employee or the Union.

ARTICLE 14 – 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 15 – 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 34 - Storytellers.

ARTICLE 16 – 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:	$\frac{\text{Average Number of hours worked weekly}}{35} \times 70 \text{ hours}$
Three (3) years of service but less than five (5) years of service:	$\frac{\text{Average Number of hours worked weekly}}{35} \times 105 \text{ hours}$
Five (5) years of services but less than ten (10) years of service:	$\frac{\text{Average Number of hours worked weekly}}{35} \times 140 \text{ hours}$
Ten (10) years of service or more	$\frac{\text{Average Number of hours worked weekly}}{35} \times 175 \text{ hours}$

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.

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.

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

ARTICLE 17 – HOLIDAYS

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

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

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 18 – 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 Human Resources to discuss, formulate and make recommendations for the improvement of working conditions.

ARTICLE 19 – 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 33 - for a period of six (6) months, provided the employee returns to work immediately following the expiration of the leave.

ARTICLE 20 – 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 21 – 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, be/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 22 – 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 23 – LONGEVITY INCREMENTS

Effective July 1, 2022, Full-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	AMOUNT
FULL TIME	
Five (5) years of service but less than ten (10) years of service	\$680.00
Ten (10) years of service but less than fifteen (15) years of service	\$950.00
Fifteen (15) years of service but less than twenty (20) years of service	\$1,150.00
Twenty (20) or more years of service	\$1,450.00
Twenty-five (25) years of service or more	\$1,550.00

Effective July 1, 2021, Part-time employees shall receive an additional increment pay based on service as follows:

LENGTH OF SERVICE	AMOUNT
PART TIME	
Five (5) years of service but less than ten (10) years of service	\$510.00
Ten (10) years of service but less than fifteen (15) years of service	\$690.00
Fifteen (15) years of service but less than twenty (20) years of service	\$820.00
Twenty (20) or more years of service	\$1,010.00
Twenty-five (25) years of service or more	\$1,070.00

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 24 – 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 25 – 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 26 – 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 27 – WAGES

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. Effective July 1, 2022, the existing wage scales for salaried employees shall be eliminated and replaced with the following:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PARA-PROFESSIONAL III	\$40,677	\$41,584	\$43,542	\$46,041	\$48,951	\$50,293	\$53,313	\$54,379
PARA-PROFESSIONAL II	\$39,167	\$40,027	\$40,884	\$41,746	\$43,147	\$45,583	\$48,316	\$49,283
PARA-PROFESSIONAL I	\$33,824	\$34,556	\$35,339	\$36,149	\$37,364	\$39,491	\$41,851	\$42,688
PROFESSIONAL III	\$49,858	\$51,175	\$53,619	\$56,233	\$58,156	\$61,415	\$65,117	\$66,419
PROFESSIONAL II	\$44,786	\$45,770	\$48,108	\$50,681	\$52,393	\$56,030	\$59,404	\$60,592
PROFESSIONAL I	\$43,924	\$44,908	\$47,245	\$49,823	\$51,500	\$54,370	\$57,641	\$58,794

- b. Effective July 1, 2022, the existing wage scales for hourly employees shall be eliminated and replaced with the following:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ASST. BRANCH SUPERVISOR	\$22.24	\$22.73	\$23.81	\$25.18	\$26.78	\$27.52	\$29.18	\$29.76
SENIOR LIBRARY ASSISTANT	\$21.41	\$21.88	\$22.35	\$22.82	\$23.59	\$24.93	\$26.43	\$26.96
LIBRARY ASSISTANT	\$18.47	\$18.87	\$19.30	\$19.75	\$20.42	\$21.58	\$22.88	\$23.34
LIBRARY CLERK	\$14.09	\$14.41	\$14.73	\$15.08	\$15.58	\$16.44	\$17.42	\$17.77
LIBRARY PAGE	\$14.35	\$14.55	\$14.75	\$14.95				

- c. Effective July 1, 2022, the wage scales set forth in paragraphs a and b above shall be increased for all unit members by two percent (2.0%). The amended wage scales shall be listed in Appendix "A" to reflect the two (2.0%) percent base wage increase. Quoted salary amounts in Appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.
- d. Effective July 1, 2023, base wages shall be increased for all unit members by one and one-half percent (1.5%). The existing wage scales shall be amended and listed in Appendix "A" to reflect the one and one-half percent (1.5%) base wage increase. Quoted salary amounts in Appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.

- e. Effective July 1, 2024, base wages shall be increased for all unit members by one and one-half percent (1.5%). The existing wage scales shall be amended and listed in Appendix "A" to reflect the one and one-half percent (1.5%) base wage increase. Quoted salary amounts in Appendix "A" are subject to verification of mathematical calculations by the Auditor's Office.
- f. 2023 Minimum Wage Increase: Notwithstanding paragraphs b and c above, effective January 1, 2023, the wage scale for the Library Page and Library Clerk positions shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
LIBRARY CLERK	\$15.80	\$16.10	\$16.40	\$16.70	\$17.00	\$17.30	\$17.80	\$18.15
LIBRARY PAGE	\$15.10	\$15.30	\$15.50	\$15.70				

The parties agree that in the event the minimum wage is further increased after January 1, 2023 during the term of this contract, wages for the Library Page and Library Clerk positions shall be as follows: Step 1 for the Library Page position shall be the then current state minimum wage plus \$0.10 per hour, and each subsequent step shall exceed the previous step by \$0.20 per hour. Step 1 for the Library Clerk position shall be the then current state minimum wage plus \$0.70 per hour, and each subsequent step shall exceed the previous step by \$0.30 per hour.

Please refer to salary schedules in Appendix A.

ARTICLE 28 – MEDICAL & LIFE INSURANCE COVERAGE

All Health Insurance changes are to be under the jurisdiction of the Public Employee Committee ("PEC") and the parties agree to be bound by the effective PEC Agreement.

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.

ARTICLE 29 – 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 30 – 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 31 – 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 32 – 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 33 – 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 34 – 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.

- A. 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 1/2 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 35 – 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 36 – 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 37 – EDUCATIONAL INCREMENTS

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	11%
Master's	10%
Bachelor's	7%
Associate's	5%
Para Cert.	3%

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

ARTICLE 38 – 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 39 – 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 40 – 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 41 – 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 42 – 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 Human Resources 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 43 – 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 paraprofessional title as listed in ARTICLE 27 – 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 27 – (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 27 – (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 44 – 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 45 – 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 I, 2000 shall be grandfathered as Senior Library Assistants. Effective July I, 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 46 – 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 25 .
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 47 – 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 48 – 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, truthful tress, 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 persona I 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 49 – DURATION

This Agreement shall be in full force and effect July 1, 2010 up to and including June 30, 2022, 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, whose 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 Human Resources 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 Human Resources, 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 Human Resources' sole discretion, the Workers' Compensation Agent or Director of Human Resources, as appropriate, shall be entitled to contact Employee's treating physician to obtain further information and/or documentation.

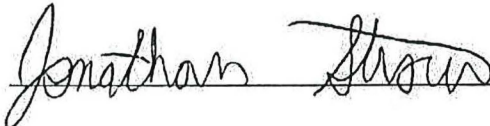
IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have set their hands this 13 day of June 2023.

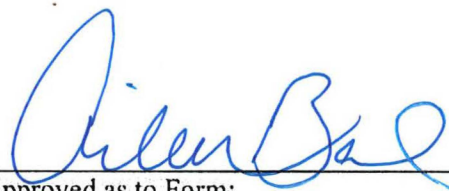
For the City of BROCKTON



ROBERT F. SULLIVAN
Mayor

For the BROCKTON PUBLIC LIBRARY
EMPLOYEES' ASSOCIATION





Approved as to Form:

APPENDIX A –WAGE SCHEDULE

July 1, 2022

2%

BROCKTON PUBLIC LIBRARY

Full-Time

Group Code: 1004

PARA-PROFESSIONAL CLASSIFICATIONS

STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8

PARA-PROFESSIONAL III

ASST. BRANCH SUPERVISOR (1607)	GR 3	\$ 41,491	\$ 42,416	\$ 44,413	\$ 46,962	\$ 49,930	\$ 51,299	\$ 54,379	\$ 55,467	SALARY
ASST. TECHNICAL SERVICE SUPERVISOR (1350)	GR 3	\$ 1,595.79	\$ 1,631.37	\$ 1,708.19	\$ 1,806.22	\$ 1,920.39	\$ 1,973.03	\$ 2,091.51	\$ 2,133.33	BIWEEKLY
ASST. CIRCULATION SERVICE SUPERVISOR (1351)	GR 3	\$ 22.7973	\$ 23.3054	\$ 24.4027	\$ 25.8033	\$ 27.4340	\$ 28.1863	\$ 29.8786	\$ 30.4764	HOURLY
ASST. CHILDREN'S ROOM SUPERVISOR (1781)	GR 3	\$ 34.1960	\$ 34.9581	\$ 36.6040	\$ 38.7050	\$ 41.1510	\$ 42.2795	\$ 44.8179	\$ 45.7146	O.T
ADMINISTRATIVE ASSISTANT (1369)	GR 4									

PARA-PROFESSIONAL II

SR. LIBRARY ASST. TECHNICAL SERVICES (1303)	GR 2	\$ 39,950	\$ 40,828	\$ 41,702	\$ 42,581	\$ 44,010	\$ 46,495	\$ 49,282	\$ 50,269	SALARY
SR. LIBRARY ASST. ADULT SERVICES (1303)	GR 2	\$ 1,536.55	\$ 1,570.29	\$ 1,603.91	\$ 1,637.73	\$ 1,692.69	\$ 1,788.26	\$ 1,895.47	\$ 1,933.41	BIWEEKLY
SR. LIBRARY ASST. CIRCULATION (1303)	GR 2	\$ 21.9506	\$ 22.4330	\$ 22.9131	\$ 23.3961	\$ 24.1813	\$ 25.5467	\$ 27.0780	\$ 27.6203	HOURLY
		\$ 32.9259	\$ 33.6495	\$ 34.3697	\$ 35.0942	\$ 36.2719	\$ 38.3201	\$ 40.6170	\$ 41.4305	O.T

PARA-PROFESSIONAL I

LIBRARY ASST. - BRANCH	GR 1	\$ 34,500	\$ 35,247	\$ 36,046	\$ 36,872	\$ 38,111	\$ 40,281	\$ 42,688	\$ 43,542	SALARY
LIBRARY ASST. - ADULT SERVICES	GR 1	\$ 1,326.94	\$ 1,355.66	\$ 1,386.38	\$ 1,418.15	\$ 1,465.82	\$ 1,549.26	\$ 1,641.85	\$ 1,674.68	BIWEEKLY
LIBRARY ASST. - CHILDREN'S SERVICES	GR 1	\$ 18.9560	\$ 19.3664	\$ 19.8054	\$ 20.2593	\$ 20.9401	\$ 22.1324	\$ 23.4550	\$ 23.9241	HOURLY
LIBRARY ASST. - CIRCULATION	GR 1	\$ 28.4340	\$ 29.0496	\$ 29.7081	\$ 30.3890	\$ 31.4102	\$ 33.1986	\$ 35.1824	\$ 35.8862	O.T
BI-LINGUAL LIBRARY ASST. - CIRCULATION	GR 1									

PROFESSIONAL CLASSIFICATIONS

PROFESSIONAL III

BRANCH LIBRARIAN (1357)	GR 7	\$ 50,855	\$ 52,199	\$ 54,691	\$ 57,358	\$ 59,319	\$ 62,643	\$ 66,419	\$ 67,747	SALARY
HEAD TECHNICAL SERVICES LIBRARIAN (1365)	GR 8	\$ 1,955.97	\$ 2,007.63	\$ 2,103.51	\$ 2,206.06	\$ 2,281.50	\$ 2,409.36	\$ 2,554.59	\$ 2,605.67	BIWEEKLY
HEAD ADULT SERVICES LIBRARIAN (1364)	GR 8	\$ 27.9423	\$ 28.6807	\$ 30.0500	\$ 31.5154	\$ 32.5929	\$ 34.4193	\$ 36.4940	\$ 37.2236	HOURLY
HEAD CHILDREN'S SERVICES LIBRARIAN (1358)	GR 7	\$ 41.9135	\$ 43.0211	\$ 45.0750	\$ 47.2731	\$ 48.8894	\$ 51.6290	\$ 54.7410	\$ 55.8354	O.T
HEAD CIRCULATION SERVICES LIBRARIAN (1361)	GR 8									

PROFESSIONAL II

ASST. HEAD ADULT SERVICES LIBRARIAN (1353)	GR 6	\$ 45,682	\$ 46,685	\$ 49,070	\$ 51,695	\$ 53,441	\$ 57,151	\$ 60,592	\$ 61,804	SALARY
SENIOR ADMINISTRATIVE ASSISTANT (1356)	GR 6	\$ 1,756.99	\$ 1,795.59	\$ 1,887.31	\$ 1,988.25	\$ 2,055.42	\$ 2,198.10	\$ 2,330.46	\$ 2,377.07	BIWEEKLY
		\$ 25.1000	\$ 25.6511	\$ 26.9616	\$ 28.4039	\$ 29.3631	\$ 31.4017	\$ 33.2923	\$ 33.9583	HOURLY
		\$ 37.6500	\$ 38.4767	\$ 40.4424	\$ 42.6059	\$ 44.0447	\$ 47.1026	\$ 49.9385	\$ 50.9375	O.T

PROFESSIONAL I

CHILDREN'S LIBRARIAN	GR 5	\$ 44,802	\$ 45,806	\$ 48,190	\$ 50,819	\$ 52,530	\$ 55,457	\$ 58,794	\$ 59,970	SALARY
FICTION READER'S ADVISOR	GR 5	\$ 1,723.17	\$ 1,761.78	\$ 1,853.46	\$ 1,954.59	\$ 2,020.38	\$ 2,132.98	\$ 2,261.30	\$ 2,306.53	BIWEEKLY
REFERENCE LIBRARIAN (1352)	GR 5	\$ 24.6164	\$ 25.1681	\$ 26.4780	\$ 27.9226	\$ 28.8626	\$ 30.4709	\$ 32.3044	\$ 32.9506	HOURLY
LITERACY SERVICE COORDINATOR (1370)	GR 5	\$ 36.9246	\$ 37.7522	\$ 39.7170	\$ 41.8839	\$ 43.2940	\$ 45.7064	\$ 48.4566	\$ 49.4259	O.T

2%

POSITION		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
ASST. BRANCH SUPERVISOR (1304)	GR 5	22.68	23.18	24.29	25.68	27.32	28.07	29.76	30.36	HOURLY
SENIOR LIBRARY ASSISTANT	GR 4	21.84	22.32	22.80	23.28	24.06	25.43	26.96	27.50	HOURLY
LIBRARY ASSISTANT (1606)	GR 3	18.84	19.25	19.69	20.15	20.83	22.01	23.34	23.81	HOURLY
LIBRARY CLERK (1301)	GR 2	15.80	16.10	16.40	16.70	17.00	17.30	17.80	18.15	HOURLY
LIBRARY PAGE (1300)	GR 1	15.10	15.30	15.50	15.70					HOURLY
*UPDATED 1/1/23 WITH NEW MINIMUM WAGE RATE										
\$15/HOUR										

July 1, 2023

1.50%

BROCKTON PUBLIC LIBRARY

Full-Time

Group Code: 1004

PARA-PROFESSIONAL CLASSIFICATIONS

STEP 1

STEP 2

STEP 3

STEP 4

STEP 5

STEP 6

STEP 7

STEP 8

PARA-PROFESSIONAL III

ASST. BRANCH SUPERVISOR (1607)	GR 3	\$ 42,113	\$ 43,052	\$ 45,079	\$ 47,666	\$ 50,679	\$ 52,068	\$ 55,195	\$ 56,299	SALARY
ASST. TECHNICAL SERVICE SUPERVISOR (1350)	GR 3	\$ 1,619.73	\$ 1,655.84	\$ 1,733.81	\$ 1,833.32	\$ 1,949.19	\$ 2,002.63	\$ 2,122.88	\$ 2,165.33	BIWEEKLY
ASST. CIRCULATION SERVICE SUPERVISOR (1351)	GR 3	\$ 23.1390	\$ 23.6550	\$ 24.7687	\$ 26.1901	\$ 27.8456	\$ 28.6089	\$ 30.3269	\$ 30.9336	HOURLY
ASST. CHILDREN'S ROOM SUPERVISOR (1781)	GR 3	\$ 34.7084	\$ 35.4825	\$ 37.1530	\$ 39.2852	\$ 41.7684	\$ 42.9134	\$ 45.4903	\$ 46.4004	O.T
ADMINISTRATIVE ASSISTANT (1369)	GR 4									

PARA-PROFESSIONAL II

SR. LIBRARY ASST. TECHNICAL SERVICES (1303)	GR 2	\$ 40,549	\$ 41,440	\$ 42,328	\$ 43,220	\$ 44,670	\$ 47,192	\$ 50,021	\$ 51,023	SALARY
SR. LIBRARY ASST. ADULT SERVICES (1303)	GR 2	\$ 1,559.58	\$ 1,593.84	\$ 1,628.00	\$ 1,662.29	\$ 1,718.08	\$ 1,815.08	\$ 1,923.88	\$ 1,962.41	BIWEEKLY
SR. LIBRARY ASST. CIRCULATION (1303)	GR 2	\$ 22.2797	\$ 22.7693	\$ 23.2571	\$ 23.7473	\$ 24.5440	\$ 25.9297	\$ 27.4840	\$ 28.0346	HOURLY
		\$ 33.4196	\$ 34.1540	\$ 34.8857	\$ 35.6210	\$ 36.8160	\$ 38.8946	\$ 41.2260	\$ 42.0519	O.T

PARA-PROFESSIONAL I

LIBRARY ASST. - BRANCH	GR 1	\$ 35,018	\$ 35,776	\$ 36,587	\$ 37,425	\$ 38,683	\$ 40,885	\$ 43,328	\$ 44,195	SALARY
LIBRARY ASST. - ADULT SERVICES	GR 1	\$ 1,346.85	\$ 1,375.99	\$ 1,407.19	\$ 1,439.43	\$ 1,487.81	\$ 1,572.50	\$ 1,666.47	\$ 1,699.80	BIWEEKLY
LIBRARY ASST. - CHILDREN'S SERVICES	GR 1	\$ 19.2407	\$ 19.6571	\$ 20.1027	\$ 20.5631	\$ 21.2544	\$ 22.4643	\$ 23.8066	\$ 24.2830	HOURLY
LIBRARY ASST. - CIRCULATION	GR 1	\$ 28.8610	\$ 29.4857	\$ 30.1541	\$ 30.8447	\$ 31.8816	\$ 33.6965	\$ 35.7099	\$ 36.4245	O.T
BI-LINGUAL LIBRARY ASST. - CIRCULATION	GR 1									

PROFESSIONAL CLASSIFICATIONS

PROFESSIONAL III

BRANCH LIBRARIAN (1357)	GR 7	\$ 51,618	\$ 52,982	\$ 55,511	\$ 58,218	\$ 60,209	\$ 63,583	\$ 67,415	\$ 68,763	SALARY
HEAD TECHNICAL SERVICES LIBRARIAN (1365)	GR 8	\$ 1,985.31	\$ 2,037.77	\$ 2,135.04	\$ 2,239.15	\$ 2,315.73	\$ 2,445.50	\$ 2,592.88	\$ 2,644.73	BIWEEKLY
HEAD ADULT SERVICES LIBRARIAN (1364)	GR 8	\$ 28.3616	\$ 29.1110	\$ 30.5006	\$ 31.9879	\$ 33.0819	\$ 34.9357	\$ 37.0411	\$ 37.7819	HOURLY
HEAD CHILDREN'S SERVICES LIBRARIAN (1358)	GR 7	\$ 42.5424	\$ 43.6665	\$ 45.7509	\$ 47.9819	\$ 49.6229	\$ 52.4035	\$ 55.5617	\$ 56.6729	O.T
HEAD CIRCULATION SERVICES LIBRARIAN (1361)	GR 8									

PROFESSIONAL II

ASST. HEAD ADULT SERVICES LIBRARIAN (1353)	GR 6	\$ 46,367	\$ 47,386	\$ 49,806	\$ 52,470	\$ 54,242	\$ 58,008	\$ 61,501	\$ 62,731	SALARY
SENIOR ADMINISTRATIVE ASSISTANT (1356)	GR 6	\$ 1,783.34	\$ 1,822.53	\$ 1,915.62	\$ 2,018.08	\$ 2,086.25	\$ 2,231.07	\$ 2,365.42	\$ 2,412.73	BIWEEKLY
		\$ 25.4764	\$ 26.0357	\$ 27.3660	\$ 28.8297	\$ 29.8039	\$ 31.8726	\$ 33.7917	\$ 34.4676	HOURLY
		\$ 38.2146	\$ 39.0536	\$ 41.0490	\$ 43.2445	\$ 44.7059	\$ 47.8089	\$ 50.6876	\$ 51.7014	O.T

PROFESSIONAL I

CHILDREN'S LIBRARIAN	GR 5	\$ 45,474	\$ 46,493	\$ 48,913	\$ 51,581	\$ 53,318	\$ 56,289	\$ 59,676	\$ 60,870	SALARY
FICTION READER'S ADVISOR	GR 5	\$ 1,749.00	\$ 1,788.20	\$ 1,881.26	\$ 1,983.88	\$ 2,050.69	\$ 2,164.97	\$ 2,295.22	\$ 2,341.15	BIWEEKLY
REFERENCE LIBRARIAN (1352)	GR 5	\$ 24.9857	\$ 25.5456	\$ 26.8753	\$ 28.3411	\$ 29.2956	\$ 30.9280	\$ 32.7890	\$ 33.4450	HOURLY
LITERACY SERVICE COORDINATOR (1370)	GR 5	\$ 37.4786	\$ 38.3184	\$ 40.3130	\$ 42.5117	\$ 43.9434	\$ 46.3920	\$ 49.1835	\$ 50.1675	O.T

GROUP CODE 1008

July 1,2023

1.50%

HOURLY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
ASST. BRANCH SUPERVISOR (1304)	GR 5	23.02	23.53	24.65	26.07	27.73	28.49	30.21	30.82	HOURLY
SENIOR LIBRARY ASSISTANT	GR 4	22.17	22.65	23.14	23.63	24.42	25.81	27.36	27.91	HOURLY
LIBRARY ASSISTANT (1606)	GR 3	19.12	19.54	19.99	20.45	21.14	22.34	23.69	24.17	HOURLY
LIBRARY CLERK (1301)	GR 2	16.04	16.34	16.65	16.95	17.26	17.56	18.07	18.42	HOURLY
LIBRARY PAGE (1300)	GR 1	15.33	15.53	15.73	15.94					HOURLY

*UPDATED 1/1/23 WITH NEW MINIMUM WAGE RATE

\$15/HOUR

		July 1, 2024				1.50%					
BROCKTON PUBLIC LIBRARY											
Full-Time											
Group Code: 1004											
PARA-PROFESSIONAL CLASSIFICATIONS		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
PARA-PROFESSIONAL III											
ASST. BRANCH SUPERVISOR (1607)	GR 3	\$ 42,745	\$ 43,698	\$ 45,755	\$ 48,381	\$ 51,439	\$ 52,849	\$ 56,023	\$ 57,143	SALARY	
ASST. TECHNICAL SERVICE SUPERVISOR (1350)	GR 3	\$ 1,644.02	\$ 1,680.68	\$ 1,759.82	\$ 1,860.82	\$ 1,978.43	\$ 2,032.67	\$ 2,154.73	\$ 2,197.81	BIWEEKLY	
ASST. CIRCULATION SERVICE SUPERVISOR (1351)	GR 3	\$ 23.4863	\$ 24.0099	\$ 25.1401	\$ 26.5830	\$ 28.2631	\$ 29.0379	\$ 30.7819	\$ 31.3973	HOURLY	
ASST. CHILDREN'S ROOM SUPERVISOR (1781)	GR 3	\$ 35.2295	\$ 36.0149	\$ 37.7102	\$ 39.8745	\$ 42.3947	\$ 43.5569	\$ 46.1729	\$ 47.0959	O.T	
ADMINISTRATIVE ASSISTANT (1369)	GR 4										
PARA-PROFESSIONAL II											
SR. LIBRARY ASST. TECHNICAL SERVICES (1303)	GR 2	\$ 41,157	\$ 42,062	\$ 42,963	\$ 43,868	\$ 45,340	\$ 47,900	\$ 50,771	\$ 51,788	SALARY	
SR. LIBRARY ASST. ADULT SERVICES (1303)	GR 2	\$ 1,582.96	\$ 1,617.75	\$ 1,652.42	\$ 1,687.23	\$ 1,743.85	\$ 1,842.31	\$ 1,952.73	\$ 1,991.85	BIWEEKLY	
SR. LIBRARY ASST. CIRCULATION (1303)	GR 2	\$ 22.6137	\$ 23.1110	\$ 23.6060	\$ 24.1033	\$ 24.9121	\$ 26.3187	\$ 27.8961	\$ 28.4550	HOURLY	
		\$ 33.9206	\$ 34.6665	\$ 35.4090	\$ 36.1549	\$ 37.3682	\$ 39.4780	\$ 41.8442	\$ 42.6824	O.T	
PARA-PROFESSIONAL I											
LIBRARY ASST. - BRANCH	GR 1	\$ 35,543	\$ 36,313	\$ 37,136	\$ 37,986	\$ 39,263	\$ 41,498	\$ 43,978	\$ 44,858	SALARY	
LIBRARY ASST. - ADULT SERVICES	GR 1	\$ 1,367.05	\$ 1,396.65	\$ 1,428.31	\$ 1,461.02	\$ 1,510.12	\$ 1,596.09	\$ 1,691.47	\$ 1,725.30	BIWEEKLY	
LIBRARY ASST. - CHILDREN'S SERVICES	GR 1	\$ 19.5291	\$ 19.9521	\$ 20.4044	\$ 20.8714	\$ 21.5731	\$ 22.8011	\$ 24.1637	\$ 24.6473	HOURLY	
LIBRARY ASST. - CIRCULATION	GR 1	\$ 29.2937	\$ 29.9282	\$ 30.6066	\$ 31.3071	\$ 32.3597	\$ 34.2017	\$ 36.2456	\$ 36.9710	O.T	
BI-LINGUAL LIBRARY ASST. - CIRCULATION	GR 1										
PROFESSIONAL CLASSIFICATIONS											
PROFESSIONAL III											
BRANCH LIBRARIAN (1357)	GR 7	\$ 52,392	\$ 53,777	\$ 56,344	\$ 59,091	\$ 61,112	\$ 64,537	\$ 68,426	\$ 69,794	SALARY	
HEACH TECHNICAL SERVICES LIBRARIAN (1365)	GR 8	\$ 2,015.09	\$ 2,068.35	\$ 2,167.06	\$ 2,272.74	\$ 2,350.46	\$ 2,482.18	\$ 2,631.77	\$ 2,684.38	BIWEEKLY	
HEAD ADULT SERVICES LIBRARIAN (1364)	GR 8	\$ 28.7869	\$ 29.5479	\$ 30.9583	\$ 32.4676	\$ 33.5780	\$ 35.4599	\$ 37.5967	\$ 38.3483	HOURLY	
HEAD CHILDREN'S SERVICES LIBRARIAN (1358)	GR 7	\$ 43.1804	\$ 44.3219	\$ 46.4375	\$ 48.7014	\$ 50.3671	\$ 53.1899	\$ 56.3951	\$ 57.5225	O.T	
HEAD CIRCULATION SERVICES LIBRARIAN (1361)	GR 8										
PROFESSIONAL II											
ASST. HEAD ADULT SERVICES LIBRARIAN (1353)	GR 6	\$ 47,063	\$ 48,096	\$ 50,553	\$ 53,257	\$ 55,057	\$ 58,878	\$ 62,424	\$ 63,672	SALARY	
SENIOR ADMINISTRATIVE ASSISTANT (1356)	GR 6	\$ 1,810.12	\$ 1,849.86	\$ 1,944.36	\$ 2,048.35	\$ 2,117.58	\$ 2,264.54	\$ 2,400.92	\$ 2,448.92	BIWEEKLY	
		\$ 25.8589	\$ 26.4264	\$ 27.7764	\$ 29.2621	\$ 30.2511	\$ 32.3506	\$ 34.2989	\$ 34.9846	HOURLY	
		\$ 38.7884	\$ 39.6396	\$ 41.6646	\$ 43.8932	\$ 45.3767	\$ 48.5259	\$ 51.4484	\$ 52.4769	O.T	
PROFESSIONAL I											
CHILDREN'S LIBRARIAN	GR 5	\$ 46,156	\$ 47,190	\$ 49,647	\$ 52,355	\$ 54,118	\$ 57,133	\$ 60,571	\$ 61,783	SALARY	
FICTION READER'S ADVISOR	GR 5	\$ 1,775.23	\$ 1,815.00	\$ 1,909.50	\$ 2,013.64	\$ 2,081.45	\$ 2,197.42	\$ 2,329.65	\$ 2,376.27	BIWEEKLY	
REFERENCE LIBRARIAN (1352)	GR 5	\$ 25.3604	\$ 25.9286	\$ 27.2786	\$ 28.7664	\$ 29.7351	\$ 31.3917	\$ 33.2807	\$ 33.9467	HOURLY	
LITERACY SERVICE COORDINATOR (1370)	GR 5	\$ 38.0406	\$ 38.8929	\$ 40.9179	\$ 43.1496	\$ 44.6027	\$ 47.0876	\$ 49.9211	\$ 50.9201	O.T	

GROUP CODE 1008

July 1,2024

1.50%

HOURLY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
ASST. BRANCH SUPERVISOR (1304)	GR 5	23.37	23.88	25.02	26.46	28.15	28.92	30.66	31.28	HOURLY
SENIOR LIBRARY ASSISTANT	GR 4	22.50	22.99	23.49	23.98	24.79	26.20	27.77	28.33	HOURLY
LIBRARY ASSISTANT (1606)	GR 3	19.41	19.83	20.29	20.76	21.46	22.68	24.05	24.53	HOURLY
LIBRARY CLERK (1301)	GR 2	16.28	16.59	16.90	17.20	17.52	17.82	18.34	18.70	HOURLY
LIBRARY PAGE (1300)	GR 1	15.56	15.76	15.97	16.18					HOURLY

*UPDATED 1/1/23 WITH NEW MINIMUM WAGE RATE

\$15/HOUR

APPENDIX B – 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 C – 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 D – 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 A – 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.

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 B – 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