

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF DEDHAM

AND

AFSCME LOCAL 362, COUNCIL 93

(DEDHAM PUBLIC LIBRARY STAFF)

JULY 1, 2015 THROUGH JUNE 30, 2017

Agreement entered into this 29th day of April, 2015 between the Town of Dedham, hereinafter referred to as the Employer, and the Dedham Public Library Staff Union, hereinafter referred to as the "Union".

ARTICLE I
DEFINITIONS

The word Employer as used in this Agreement means the Trustees of the Dedham Public Library located in the Town of Dedham in the County of Norfolk and the Commonwealth of Massachusetts, and no other location; the word Union means the American Federation of State, County, and Municipal Employees (AFSCME), Council 93, Local 362: "Management Responsibility" means the retention by the Employer of its right to conduct the business of the Main Library and Branch Libraries including, but not limited to, the right to determine the methods and means by which its operations are to be carried on, to direct the working force and to conduct its operation in a safe and efficient manner subject only to the express limitations set forth in the Agreement. Employees as used in this Agreement shall mean those employees as defined in Article II - RECOGNITION.

ARTICLE II
RECOGNITION

The Employer recognizes the Union as the exclusive representative of those permanent, full-time and part-time employees of the employer working at least twenty (20) hours per week in the position of Professional Librarian, including the titles of Children's Librarian, Technical Services Librarian, Reference Librarian, Adult Services Librarian & Circulation Librarian, Circulation Supervisor and the position of Library Assistant. Excluded from the bargaining unit are all other employees.

ARTICLE III
AGENCY SERVICE FEE

Consistent with applicable laws, it shall be a condition of employment that every employee who is not a member of the Union shall pay an agency service fee. The Union agrees to indemnify the Employer for any damages or other financial loss which the Employer may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Employer's compliance with this Article.

ARTICLE IV
PRECEDENCE OF LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, the Employer, Union, officials and Employees are governed by the provisions of any existing or future laws and regulations, including provisions of the Town By-Laws.

ARTICLE V
MANAGEMENT RESPONSIBILITY

The listing of the following specific rights of management is not intended to be in limitation of the rights of the Employer. Responsibilities which are inherently those of management shall remain such whether or not specifically listed hereafter. (a) Among such management responsibilities as are

vested exclusively in the Employer are the following: The right to hire, promote, transfer, assign and retain Employees in positions and to suspend, demote, discharge or take other disciplinary action against Employees for cause, to relieve Employees from duty because of lack of work or other reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Dedham Public Library. (b) The Employer shall have the freedom of action to discharge its responsibility for the operation of the Library including the scheduling of operations, the methods and materials used in carrying out the function of the Dedham Public Library and the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE VI **GRIEVANCE PROCEDURE**

Purpose

The purpose of the grievance procedure shall be to settle grievances on as low a level as possible so as to insure efficiency and Employee morale. A grievance is defined as an express violation of the specific terms of the Agreement.

Procedure

1. Step 1: The Union steward and/or representative, with or without the aggrieved employee shall present the grievance to the immediate superior of the aggrieved employee within five (5) days of the occurrence of the action or incident initiating the grievance, and an earnest effort shall be made to address the grievance in an informal manner.
2. Step 2: If the grievance is not resolved in step 1, the grievance shall then be reduced to writing by the Union and presented to the Library Director within three (3) days from the resolution effort of the immediate superior. The Director shall meet with the aggrieved Employee and provide his/her response within five (5) days of the meeting. In the event that the Library Director is the immediate superior of the aggrieved employee, the Union shall present the grievance in writing to the Library Director within five (5) days of the occurrence of the action or incident initiating the grievance.
3. Step 3: If the grievance is not resolved in Step 2, the aggrieved Employee, with the permission of the Union President, may refer the complaint in writing to the Town Administrator within five (5) days of the receipt of response of the Library Director. The Town Administrator shall meet with the aggrieved Employee, and/or the Union President and the Library Director within two (2) weeks to discuss the grievance. The Town Administrator will provide a response within fourteen (14) working days after the end of the referenced discussion meeting.
4. Step 4: If the grievance is not adjusted satisfactorily in Step 3, then the parties may submit the matter to arbitration. Said submission will be within thirty (30) working days of the Step 3 answer. In the case of arbitration proceedings, the services of the American Arbitration Association shall be used or an alternative arbitration agency which the parties find mutually acceptable to perform the arbitration.

The arbitrator shall be without power to alter, add or to detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on both parties and the fees and expenses of the arbitrator shall be shared equally by the parties. Provided, however, that matters subject to the provisions of the Retirement Board or the authority of the Trustees of the Dedham Public Library shall not be subject to this grievance procedure.

ARTICLE VII
HOURS OF WORK AND REST PERIODS

The full-time workweek shall normally consist of five (5) days of seven and one-half (7-1/2) hours in duration within a calendar week beginning on Monday. The total normal workweek shall be thirty-seven and one-half (37-1/2) hours. A rest period of fifteen (15) minutes will be granted to each Employee during each half of a normal workday. The Employer retains the right to schedule hours of duty in accordance with work requirements of the Dedham Public Library. The employer shall negotiate permanent changes to the regular work hours of an employee covered by this agreement.

ARTICLE VIII
HOLIDAYS

Regular full-time/permanent part-time Employees shall not lose pay by reason of any of the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

All Employees required to work on the aforementioned holidays shall receive, in addition to the irregular pay, an amount equal to their regular rate of pay for the hours worked. Regular full-time/permanent part-time Employees of the Library will be paid their normal daily rate for the holidays specified. Compensatory time off in lieu of holiday pay will not be granted. Additionally the Library will close at the following times to provide employees a reasonable opportunity to observe the holiday that occurs the next day.

- Independence Day Eve – Library closes at 5:00 p.m.*
- Veterans' Day Eve – Library closes at 5:00 p.m.*
- Thanksgiving Eve – Library closes at 5:00 p.m.*
- Christmas Eve – Library closes at 1:00 p.m.*
- New Year's Eve – Library closes at 4:30 p.m.*

The Libraries shall be closed on the Saturdays prior to Memorial Day and Labor Day. In these instances, all staff members shall work a Monday through Friday schedule during the week prior to Memorial Day and Labor Day.

ARTICLE IX
LONGEVITY

Every regular full-time Employee shall receive, in addition to his regular compensation, one-hundred-and-fifty dollars (\$150.00) after the first five years of continuous employment by the Town,

and, in addition, each such Employee shall receive eighty dollars (\$80.00) after each successive five-year period that he is employed by the Town up to a maximum of six-hundred-and-thirty dollars (\$630.00)

ARTICLE X
VACATIONS

A) All regular, full-time employees of the Town are entitled to periods of vacation with pay. Vacation entitlement for individuals will be computed from the original date of hire provided such service has been continuous, without interruption except by authorization of the Town Administrator. The Vacation Year shall be the same as the fiscal year of the Town, from July 1 through June 30 of the following year. Employees may carry over a maximum of five (5) vacation days into the following fiscal year. Compensation in lieu of vacation will not be approved. It is the responsibility of the Department Head to insure that vacations are taken within the "Vacation Year." Vacation entitlements shall be based on the following table:

| <u>Years of Service</u> | <u>Vacation Allowed</u> |
|---------------------------|-------------------------|
| 6 months through 5 years | 2 weeks |
| Over 5 years to 10 years | 3 weeks |
| Over 10 years to 19 years | 4 weeks |
| Over 19 years or more | 5 weeks |

Vacation entitlement shall be determined as of July 1 of each year. If an employee's anniversary date in a given fiscal year would put that employee into a new accrual level, the employee shall be entitled to that accrual as of the start of that fiscal year.

Upon the retirement, termination, or death of an employee, any unused accrued vacation leave will be paid to the employee or beneficiary (or estate) as the circumstances dictate.

(B) Every regular full-time Employee will be entitled to, in addition to his/her entitled vacation, one (1) longevity day annually after the first five years of continuous employment by the Town, and, in addition, each such Employee will be entitled to one (1) longevity day after each successive five-year period that he/she is employed by the Town up to a maximum of five (5) days.

ARTICLE XI
MILITARY LEAVE

Employees covered under this Agreement with one year or more of continuous employment by the Town of Dedham, prior to the time of performing the service hereinafter referred to, who are called for temporary summer duty, or a like period of training in the Military Forces of the United States or the Commonwealth of Massachusetts, not exceeding seventeen (17) days, shall receive from the Town of Dedham the difference between his/her military pay and his/her regular Town compensation, if his/her Town compensation is greater, as an Employee of the Town, and shall also be entitled to the same vacation with pay as is given to other Employees covered under this Agreement. The Town may, at its discretion extend these entitlements beyond seventeen (17) days

in the case of emergency mobilization. Such extension may not exceed the period of the emergency.

ARTICLE XII **LEAVES OF ABSENCE**

Maternity Leave

In accordance with applicable state law, leave without pay of up to eight (8) weeks will be granted to employees who have completed their probationary period for purposes of child birth or adoption.

Family and Medical Leave (FMLA)

- (a) In accordance with the Family and Medical Leave Act ("FMLA Leave"), employees who have completed twelve (12) months of continuous employment and worked twelve hundred fifty (1250) hours or more during such period will be entitled to leave without pay of up to twelve (12) weeks per fiscal year of employment (from July 1 to June 30) for purposes of (1) childbirth, adoption of child rearing; (2) care for seriously ill child, spouse or parent; or (3) due to the employee's own serious illness or injury which prevents the employee from performing his/her job.
- (b) An employee who is pregnant may remain in active employment until the termination of her pregnancy provided that the employee submits a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of delivery. An employee on FMLA leave will continue to accumulate seniority during such leave, not to exceed twelve (12) weeks, and will be entitled to reinstatement to his/her former position at the conclusion of the scheduled leave or to another position of equivalent status, benefits and pay unless economic conditions or other changes in operating conditions have affected employment during the leave, and, therefore, make it impossible or unreasonable for such reinstatement to occur. If such a situation exists, every effort will be made to place the employee in other suitable employment.
- (c) Paid health benefits will be maintained for the duration of such leave, not to exceed twelve (12) weeks, on the same terms and conditions as if the employee had continued in employment (i.e., the employee will pay his/her share of the cost of health insurance) provided that the employee may be required to repay the amount of premiums paid if the employee fails to return from the leave other than due to (i) the continuation, recurrence or onset of a serious health condition, or (ii) circumstances beyond the employee's control.
- (d) Medical certification must be provided by an employee requesting a family or medical leave for serious illness. The employee may be required to supply a second or third (and binding) medical opinion. Serious illness is defined as an illness, injury, impairment or physical or mental condition that involves; (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

- (e) An employee is required to give not less than thirty (30) days notice before the date the leave to begin of his/her intention to take a leave where the necessity of the leave is foreseeable. However, if due to the nature of uncertainties, in these situations such notice is not possible, notice shall be given as soon as practicable. An employee who returns to work following a family or medical leave of absence must submit a physician's release indicating that he/she is physically able to perform the duties and responsibilities of the position.
- (f) An employee on family or medical leave must apply all accrued paid leave time towards the leave.
- (g) Leave to care for a spouse, child or parent, or because of the employee's own serious illness or injury may be taken intermittently or on a reduced basis provided that the employee may be transferred temporarily to an available alternative position with equivalent pay and benefits which better accommodates recurring periods of leave. Intermittent leave will not be granted an employee for childbirth, adoption or child rearing. Spouses are limited to twelve (12) weeks of leave in the aggregate if the leave is for the care of a sick parent.”

Meeting and Conference Leave

Employees may be permitted to attend, without loss of pay, professional meetings and conferences with the approval of the Library Director and the Chairman of the Trustees

Professional Leave

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

General Leaves of Absence

Employees may be granted a general leave of absence without pay at the discretion of the Library Director, and with the approval of the Board of Trustees, according to the requirements of the Library.

ARTICLE XIII
SICK LEAVE

- A. All full-time regular Employees of the Library shall be eligible for sick leave in an amount not to exceed 1-1/4 working days per month credited from the date of hire and commencing July 1, 1989 with unlimited accumulation.
- B. Sick leave with pay shall be granted to Employees when they are unable to perform their duties because of sickness, personal injury not covered by Workmen’s Compensation of quarantine by health authorities. Seven working days in a calendar year, but not more than three working days for each case, may be charged against sick leave in the event of a serious illness in the immediate family. The immediate family shall include husband, wife, children, parents, mother-in-law, father-in-law, brothers, sisters or members of the immediate household of the eligible

Employee.

- C. All employees of the bargaining unit shall be granted three (3) days per year to conduct personal business, one day of which shall be charged to sick leave. Such leave shall not be cumulative and must be requested in writing with twenty-four (24) hours' notice, except in cases of emergency.
- D. Authority for the granting of sick leave, subject to the limitations described herein, and responsibility for the detailed accounting thereof, rests with the Library Director. Department payrolls submitted to the Finance Department will include, as a separate item, sick leave granted during the payroll period, by Employee name, and indicate the dates and reason(s) for such leave. If during the payroll period, no sick leave has been granted, paid or unpaid, it will be so noted on the payroll.
- E. The Library Trustees may require such procedures as it deems necessary for the proper administration of these sick leave provisions. When these procedures have been issued, sick leave shall not be granted under any circumstances not conforming to them. Sick leave in excess of 230 days or in excess of any lesser amount accumulated may be granted, at the discretion of the Library Trustees, upon the recommendation of the Library Director. In the event that an Employee's employment shall terminate for reasons other than retirement or death, there shall be no monetary value attached to accrued sick leave. All full-time Library Employees, having accumulated 50 sick days, will be paid \$50.00 per day on retirement or death for all days of sick leave over 50 days to a maximum of 100 days. Upon the retirement or death of an Employee who has accumulated up to 50 days of sick leave, eight (8) of the aforesaid 50 days accumulated will be transferred to the Sick Leave Bank. All full-time employees having accumulated fifty (50) sick days will be paid \$50.00 per day upon retirement or death to a maximum of 100 days beyond the accumulated fifty (50) days, or a maximum of five thousand (\$5,000.00).

Effective July 1, 2009, Bargaining Unit employees will be eligible to participate in a quarterly sick leave incentive plan. Each member shall receive the sum of \$100 for each quarter of the year in which no sick days were used.

- F. The Employer may require, following any absence of five (5) working days, as a condition precedent to said Employer's approval of a charge to sick leave credits, evidence in the form of a physician's certificate for the necessity of such absence, or, if the cause of the absence is not such as to require the services of a physician, a written statement signed by the Employee, setting forth the reason for the absence.
- G. A sick leave bank (the "Bank") for use by eligible Employees covered by this Agreement who have exhausted their own sick leave is established. Commencing with July 1, 1989 – June 30, 1990 contract year ("1989-90 contract year"), each Employee shall contribute as of that date or the start of his/her employment, whichever is later, one (1) day of sick leave from his/her accumulated sick leave for the establishment of the Bank to be maintained from year-

to-year until it is exhausted. Any Employee may request not to participate or to terminate his/her participation provided such request is made in writing to the Sick Leave Bank Committee which would notify the Library Director during the thirty (30) day period immediately following the start of his/her employment, (whichever is later). Any Employee terminating his/her participation in the Bank will forfeit any sick leave contributed to the Bank. A non-participating Employee will be ineligible for benefits under this Article. A non-participating Employee may request to participate (or re-participate) in the Bank provided (1) such request is made in writing to the Committee which would notify the Library Director during the thirty (30) day period immediately following the start of any contract year and (2) the Employee contributes one (1) day of sick leave to the Bank.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members designated by the Union. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of the leave to be granted. The initial grant of sick leave by the Sick Leave Bank Committee to an Employee shall be made upon written application and shall not exceed ten (10) days. The criterion for granting of such leave from the Bank is demonstrated need supported by adequate medical evidence of illness or injury and the Employee's prior attendance record. Upon completion of the ten (10) day period, the period of entitlement may be extended by the Sick Leave Bank Committee for additional periods not to exceed thirty (30) days each upon demonstration by the applicant of continued need supported by adequate medical evidence.

If the Sick Leave Bank is exhausted, it may be renewed by voluntary contribution of one (1) additional day of sick leave from each participating Employee covered by this Agreement to be deducted from each Employee's accumulated sick leave. The decisions of the Sick Leave Bank Committee shall be final and binding and not subject to grievance/arbitration.

ARTICLE XIV **BEREAVEMENT LEAVE**

- (A) Leave, without loss of pay, will normally be granted by the Employer to attend the funeral, wake and/or memorial service held within a reasonable period of time, in the event of a death in the Employee's immediate family. Such leave will have no effect on entitlement for vacation, sick leave or holiday pay, and will not be counted as hours worked for purposes of computing overtime. Such Employee shall be granted no more than four (4) consecutive working days. Immediate family, as used herein, includes the following persons: spouse, child, parent.
- (B) Such Employee shall be granted three (3) consecutive working days in the event of death of the Employee's parent-in-law, sister, brother, grandparent and non-family resident in the household. Such employee shall be granted two (2) working days in the event of the death of a grandchild. Such Employee shall be granted one (1) working day in the event of a sister-in-law or brother-in-law.
- (C) In the event of a death, which death directly affects an Employee as described in (A) and (B), paid funeral or bereavement leave shall be granted provided that payment will be made only for

those days upon which the Employee has library responsibilities and shall not apply to holidays, days on which the Employee is not scheduled to work, or days falling within the Employee's vacation period.

ARTICLE XV
UNION REPRESENTATIVES

Union representatives may be granted reasonable time off during working hours as determined by the Library Director to investigate and settle grievances, without loss of pay. Union representatives may be granted reasonable time off, by the Library Director, for bargaining purposes, without loss of pay.

ARTICLE XVI
JURY LEAVE

An Employee called for jury duty shall be paid by the Town of Dedham an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court, excluding the allowance for travel. Such compensation will be paid upon presentation of evidence of pay voucher and/or check stub from the Court where jury duty occurred.

ARTICLE XVII
HEALTH INSURANCE

The Employer agrees to continue to provide for the term of this agreement, group hospital, surgical and medical insurance coverage to the extent provided under the present policies. The Employees electing coverage under indemnity plans shall pay 50% of the total monthly premium cost for the duration of the agreement. Effective effective July 1, 2007, the employees shall contribute twenty percent (20%) of the cost thereof.

Notwithstanding the provisions noted above, all employees hired after July 1, 2006 shall contribute twenty percent 20% of the cost of the HMO plan of their choice.

To the maximum extent practicable, the Employer will attempt to provide a choice of health care providers. The employee's contribution toward the cost of the health plan shall be done on a pre-tax basis.

It is further agreed by both parties that the implementation of Article XVII, Health and Life Insurance shall be retroactive to the date of the contract, i.e. as pay increases are retroactive so shall be the implementation of insurance contribution rates.

ARTICLE XVIII
TEMPORARY SERVICE IN A HIGHER POSITION

(A) Whenever the Library Director or his/her designee assigns an Employee to a position classified at a grade higher than that of his/her regular position to fill on a full-time basis a temporary vacancy created by the illness, leave of absence or resignation (but not the vacation) of another Employee,

said reassigned Employee shall be compensated in accordance with the following procedures:

1. Commencing with said Employee's eleventh (11th) consecutive working day of actual service in the higher position, payment shall be made for as long as the Employee performs said services;
2. Compensation shall be at the minimum rate for services in that higher grade of work being performed, or if the Employee's present pay is already above that minimum, shall be at the lowest step rate which is higher than said Employee's present rate, provided that said Employee has shown that the requirements of that higher position have been satisfactorily met;
3. Such compensation shall be paid retroactively to the first day of any performance of said service.

ARTICLE XIX **COMPENSATION AND CLASSIFICATIONS**

Employees shall proceed through the steps in the assigned grade of his/her position on July 1 of each contract year. Any employee hired after the initial effective date of this agreement who has worked for less than thirty (30) weeks before July 1 of a year will be eligible for a step increase on the following January 1 and subsequent step increase anniversary dates shall be January 1. Otherwise all action relative to step increases shall be effective July 1 of each year, that is, employees hired prior to the effective date of this agreement and employees hired after the initial effective date of this agreement who have worked more than thirty (30) weeks before July 1 of a contract year shall have a step increase anniversary date of July 1.

Employees working a thirty-seven and one-half (37 ½) hour work week shall be paid overtime at the rate of one and one-half times his/her regular rate of pay for work in excess of thirty-seven and one-half (37 ½) hours in one (1) week. Authorized sick time will count for the 37 ½ hour provision.

ARTICLE XX **PERMANENT PART-TIME EMPLOYEES**

- (A) Certain Employees of the Library are assigned duties which do not require the full-time attention of one person per day or per week, but which are predictable and budgeted in advance by the Library Trustees for the ensuing year. Such Employees are referred to as permanent, part-time Employees.
- (B) Permanent part-time Employees entitled to benefits are defined as those Employees who regularly work twenty (20) hours per week or more:
1. These Employees shall be entitled to sick leave, vacation, longevity, and holiday benefits on a pro- rata basis;
 2. Sick leave may be accumulated by permanent part-time Employees to an amount not

to exceed three (3) years' allowance. For example, a permanent part-time Employee allowed seven and one-half (7 1/2) days of sick leave within each calendar year may accumulate up to twenty-two and one-half (22 1/2) days.

ARTICLE XXI
LAYOFF

In the event that the Trustees decide to lay off Employees in any classification, the Trustees will select Employees for layoff within such classification(s) in reverse order of their seniority (i.e. "last in - first out"). An Employee's seniority shall be determined according to the Employee's continuous service with the Library.

Rehiring within each classification shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first and shall receive a 30-day written notification of his/her forthcoming reinstatement.

ARTICLE XXII
JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, due to retirement, termination or resignation the job description of the vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice shall remain posted for ten (10) working days. Employees interested shall apply in writing within the ten (10) day period. Within twenty (20) days of the expiration date of the posting period, the Employer will give hiring preference to the qualified, senior applicant/candidate or shall proceed with external posting and advertisement. This same standard of consideration relative to seniority shall apply to job transfers or shift assignment(s).

ARTICLE XXIII
MISCELLANEOUS

Bulletin Boards

The Library Director shall make space available on bulletin boards, at suitable locations, in the Main and Branch Libraries for the posting of Union notices. The Union shall have the right to post its notices on said bulletin boards.

Pay Checks

The Employer has the exclusive authority to determine the manner and method by which pay checks will be distributed to the employees. However, any change to the prevailing practice of distribution of pay checks may only occur after written notice has been given to the Union at least thirty (30) days prior to the implementation of such change. The Employer agrees that if the practice of distributing paychecks on a weekly basis changes to bi-weekly distribution, the paychecks will include information pertaining to the current amount of vacation, sick leave, personal leave available for the employees' use.

Performance Evaluations

The parties to this agreement agree to establish a performance evaluation system for all members of the bargaining unit effective January 1, 2006. The system will be implemented as a means of improving job performance and increasing communication between supervisors and employees, and will not be used as a basis for denying step raises or as a sole basis for disciplinary action. However, the results of such evaluations may be a source of reference during disciplinary proceedings by both management and employees. It is further agreed that employees will be entitled to attach their own written response to the evaluation forms placed in their personnel file. The Library Director will work cooperatively with a union-appointed sub-committee to develop the evaluation instrument.

Equal Employment:

The Employer and the Union agree not to discriminate on the basis of race, color, sex, age, religion, creed, national origin, ancestry, handicapped status or union affiliation.

Personnel Files:

An employee will have the right, upon receipt of a written request by the Director and within a reasonable period of time, to examine the contents of his/her personnel file and to make a copy of material within the personnel file. An employee shall be informed via email of the placement of any documents or materials relative to the employee's work, including but not limited to; letters of appreciation or commendation and disciplinary notes or letters.

Staffing Levels:

The Employer agrees to maintain a minimum of three staff members on duty at the Main Library when the facility is open to the public. The Employer further agrees to maintain a minimum of two staff members on duty at the Endicott Branch Library when the facility is open to the public. In the event that the staffing levels drop below the established staffing levels, the facility shall be closed to the public and the staff shall be reassigned other duties for the remainder of the work shift or, at the discretion of the Director, may be reassigned to the Library facility that remains open. The staffing levels in this clause refer to the total staff on duty, exclusive of non-unit positions. No staff member, including full and part-time employees shall be required to work more than seventeen Saturdays per Fiscal Year while the Endicott Branch and the Main Library are open on Saturdays. However, the Director and an employee may mutually agree to work additional Saturdays beyond the seventeen (17) in a Fiscal Year.

If only one library facility remains open on Saturdays, full time employees will continue to work a maximum of seventeen Saturdays but part-time employees will be required to work every sixth Saturday.

If both locations remain open on Saturdays following a six-month period, the parties may agree to meet and discuss the impacts of both facilities remaining open on Saturdays and may negotiate the impact of the changes to staffing levels for both facilities.

It is agreed that a custodian or member of management must be present to close the Main Library.

Probationary Period:

The probationary period for outside hires shall be six (6) months.

ARTICLE XXIV
TUITION REIMBURSEMENT

An annual tuition reimbursement fund of \$2,000 will be created to reimburse union members for the cost of tuition for job-related courses and training, subject to the following conditions: (1) employees will be required to seek and receive prior approval of the Library Director and Town Administrator that the course or training is job-related; (2) that a maximum reimbursement of \$500 (beginning FY'15) per course will be paid; (3) that the employee must attain a grade of "B" or better in the approved course (or a grade of "pass" in a pass/fail system); and (4) that participation in the tuition reimbursement program will be on a first come, first served basis (subject to the appropriation limit), with no employee participating in the program more than once in fiscal year unless no other employees seek such reimbursement.

ARTICLE XXV
EFFECT OF AGREEMENT

- (A) This instrument constitutes the entire Agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- (B) The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Employer and the Union for the life of the Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- (C) The waiver of any breach or condition of this Agreement, by either party, shall not constitute a precedent with respect to future enforcement of all terms and conditions of this Agreement.
- (D) This Agreement is subject to the necessary funding at a Town Meeting.
- (E) This Agreement shall be in full force and effect from July 1, 2015 to and including June 30, 2017, and shall be continued from year to year thereafter unless written notice, by Registered Mail, or desire to cancel or terminate the Agreement is served by either party, upon the other, by October 1 prior to the date of expiration.

IN WITNESS THEREOF, the Employer has caused this instrument to be duly executed by its authorized designees and the Union, acting in behalf of the Employees, has caused this instrument to be signed by its proper officers hereunder, duly authorized, the day and year first above written.

DEDHAM LIBRARY STAFF
AFSCME, COUNCIL 93, LOCAL 362

TOWN OF DEDHAM
BOARD OF SELECTMEN

Date: _____

Date: _____

**Appendix A
Wage and Salary Schedule**

Effective July 1, 2015 (FY 2016)

| | | Step 1 | Step2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Professional Librarian | Hourly | 26.62 | 27.54 | 28.50 | 29.49 | 30.53 | 31.60 | 32.70 |
| | Bi-Weekly | 1,996.50 | 2,065.50 | 2,137.50 | 2,211.75 | 2,289.75 | 2,370.00 | 2,452.50 |
| | Annual | 51,909.00 | 53,703.00 | 55,575.00 | 57,505.50 | 59,533.50 | 61,620.00 | 6,3765.00 |
| Circulation Supervisor | Hourly | 25.55 | 26.42 | 27.36 | 28.31 | 29.30 | 30.33 | 31.40 |
| | Bi-Weekly | 1,916.25 | 1,981.50 | 2,052.00 | 2,123.25 | 2,197.50 | 2,274.75 | 2,355.00 |
| | Annual | 49,822.50 | 51,519.00 | 53,352.00 | 55,204.50 | 57,135.00 | 59,143.50 | 61,230.00 |
| Library Assistant | Hourly | 18.99 | 19.67 | 20.35 | 21.06 | 21.81 | 22.56 | 23.37 |
| | Bi-Weekly | 1,424.25 | 1,475.25 | 1,526.25 | 1,579.50 | 1,635.75 | 1,692.00 | 1,752.75 |
| | Annual | 37,030.50 | 38,356.50 | 39,682.50 | 41,067.00 | 42,529.50 | 43,992.00 | 45,571.50 |

Effective July 1, 2016 (FY 2017)

| | | Step 1 | Step2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 |
|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Professional Librarian | Hourly | 27.29 | 28.23 | 29.21 | 30.23 | 31.29 | 32.39 | 33.52 |
| | Bi-Weekly | 2,046.75 | 2,117.25 | 2,190.75 | 2,267.25 | 2,346.75 | 2,429.25 | 2,514.00 |
| | Annual | 53,215.50 | 55,048.50 | 56,959.50 | 58,948.50 | 61,015.50 | 63,160.50 | 65,364.00 |
| Circulation Supervisor | Hourly | 26.19 | 27.08 | 28.04 | 29.02 | 30.03 | 31.09 | 32.19 |
| | Bi-Weekly | 1,964.25 | 2,031.00 | 2,103.00 | 2,176.50 | 2,252.25 | 2,331.75 | 2,414.25 |
| | Annual | 51,070.50 | 52,806.00 | 54,678.00 | 56,589.00 | 58,558.50 | 60,625.50 | 62,770.50 |
| Library Assistant | Hourly | 19.46 | 20.16 | 20.86 | 21.59 | 22.36 | 23.12 | 23.95 |
| | Bi-Weekly | 1,459.50 | 1,512.00 | 1,564.50 | 1,619.25 | 1,677.00 | 1,734.00 | 1,796.25 |
| | Annual | 37,947.00 | 30,312.00 | 40,677.00 | 42,100.50 | 43,602.00 | 45,084.00 | 46,702.50 |