

AGREEMENT BETWEEN
FITCHBURG PUBLIC LIBRARY
STAFF ASSOCIATION

AND

THE CITY OF FITCHBURG

Three Year Agreement

JULY 1, 2014 – JUNE 30, 2015

JULY 1, 2015 – JUNE 30, 2016

JULY 1, 2016 – JUNE 30, 2017

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- New contract July 1, 2014 to June 30, 2017

LIBRARY AGREEMENT

This is a collective bargaining agreement between the City of Fitchburg (hereinafter referred to as the "Employer") and the Fitchburg Public Library Staff Association (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The Employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other specific conditions of employment as contained in this agreement for all employees of the Fitchburg Public Library except the Chief Librarian and Civil Service employees. The Employer agrees, upon reasonable advance notice, to meet and consult with the Union Steward regarding interpretation of any language of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Management rights rest with the Municipal Employer and its designees, the Library Trustees. Nothing in these agreements shall be interpreted as diminishing their right to determine and prescribe the methods and means by which its operation of the several departments shall be conducted, except as may otherwise be specifically spelled out in these agreements.

ARTICLE III DUES AND AGENCY FEES

The parties agree that there shall be an Agency Fee in accordance with M.G.L. Chapter 150E, Section 12 and any future amendments thereto, the amount of which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent.

At the election of the employee, his/her dues may be deducted from his/her wages in accordance with the provisions of Chapter 180 of the General Laws as amended, upon presentation to the City a signed authorization. Said authorization may be cancelled by a sixty (60) day written notice by said employee.

ARTICLE IV REPRESENTATION

A written list of Union representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes.

The above mentioned Union representatives shall be granted reasonable time off during working hours to attend meetings without loss of pay.

ARTICLE V DISCRIMINATION AND COERCION

There shall be no discrimination by Department Heads of the Municipal Employer against any employee because of his/her activity or membership in a Union. All parties to this Agreement agree that they shall not discriminate against any person because of race, color, gender, age, or national origin. Any such claims may be resolved under grievance procedure or under appropriate State and Federal Courts and regulatory agencies.

ARTICLE VI GRIEVANCE AND ARBITRATION

Definition: A grievance shall be defined as any matter on which there is dispute concerning the application and interpretation of this Collective Bargaining Agreement.

A grievance shall be settled using the following steps. Time limits may be extended or waived by mutual agreement.

- Step 1 The Union representatives, with or without the grievant (s), shall request an informal conference with the grievant's immediate supervisor or department head within ten working days of the occurrence of facts giving rise to the grievance, or within ten working days of receiving knowledge of the facts underlying the grievance.
- Step 2 If the grievance is not resolved after the informal conference, the Union representatives, with or without the grievant (s), shall within ten working days from step 1 conference; present the grievance, in writing to the Chief Librarian. It shall include a brief statement of facts and must be identified as a Step 2 grievance. The term "working days" shall mean Monday through Friday whenever used in this agreement.
The Chief Librarian, after receiving a written copy of the grievance in the time specified, shall hold a conference with the Union representatives and the grievant (s): s/he shall render a decision in writing within fifteen (15) working days from the date the written grievance is submitted.
- Step 3 If the grievance is still not resolved, the Union representatives, with or without the grievant (s), shall within fifteen (15) working days after receiving the Chief Librarian's decision, forward a copy of the grievance together with the Chief Librarian's decision to the Board of Trustees. The Chair of the Board of Library Trustees, or his/her designee, shall meet with both the representatives of the Union and the Library to review the issue (s).

The Chair will render a decision in writing to both parties within fifteen (15) working days from the date the written grievance is submitted.

Step 4 If the grievance is still not resolved, the grievant shall have the right of Appeal to the mayor or the mayor's designee within fifteen (15) days of the Library Trustees decision to deny. The Union with or without the grievant may appeal to the Mayor for a hearing. The mayor will have fifteen (15) working days after the hearing to render a decision in writing.

Step 5 If the grievance is not resolved within the agreed period of time; the Union representative may, within thirty (30) working days after receiving the Mayor's decision or, if no decision is received, within thirty (30) days after the deadline for the Mayor to respond at Step 4, submit the grievance to arbitration whereby the arbitrator's decision shall be final and binding on all parties.

Arbitration shall be initiated and conducted under the auspices of the American Arbitration Association in accordance with the prevailing rules. The decision of the arbitrator shall be final and binding on the parties: the arbitrator shall be requested to issue his/her decision within thirty days after the conclusion of testimony and argument.

Under certain circumstances an employee may have rights granted under Massachusetts General Laws, including the rights of appeal. Should an employee elect to exercise such rights, these matters shall be excluded from the Grievance and Arbitration Procedures of this Agreement and an Arbitrator will not have the power to render a decision or award concerning them. Conversely, if the employee elects to submit his/her case through the Grievance and Arbitration procedures, said employee shall be precluded from utilizing the process under Massachusetts General Laws.

ARTICLE VII SENIORITY

The length of service of the full-time employee in the bargaining unit shall determine the seniority of the employee. Benefited hourly employees, years of seniority shall be prorated according to the number of hours worked.

A seniority list will maintained by the Union and provided to the Employer on a yearly basis, subject to the Employer's approval. If the employer disagrees with the Union's seniority list, the parties shall meet and confer in good faith to resolve the disagreement.

In all cases of promotion within the bargaining unit, decrease of the working force, or in any other matter in which preference is a factor, qualifications, ability to perform, work history, and seniority, shall govern and control. If qualifications, ability to perform and work history are equal, seniority shall be the defining factor.

A recall list of laid-off employees shall be maintained by the Union. This list shall be organized by seniority within job classifications. The duration of the recall list will be for four (4) years until July 2012, at which time any subsequent recall list would be maintained for two (2) years. In the event of rehiring, persons on the list shall be offered positions first, by seniority, provided the preference factors in the preceding paragraph shall govern.

Laid-off employees must accept or decline a recall offer within five (5) days calendar days but may delay return to work for fourteen (14) calendar days. Any laid-off employee hired back from a recall list will measure the length of service from the new hire date. Previous seniority shall not apply.

ARTICLE VIII HIRING POLICY AND PROCEDURES

A vacancy is an opening caused by promotion, including making a non-benefited position into a benefited position, death, retirement, resignation, transfer, discharge, or the availability of a new position

- 1 When a position covered by this Agreement becomes vacant and is to be filled, by other than recall, a notice of such vacancy shall be posted in a conspicuous location in all departments covered by this agreement, and on a central bulletin board, listing pay, duties, shift and qualifications. This notice shall remain posted for ten (10) working days, unless an extension of another ten (10) days is necessary. Employees interested shall apply in writing by completing an application for the position at the Library or the Human Resources office within the posted period. All employees who apply for a vacancy will be interviewed by no less than two (2) people. The interviews will include the Chief Librarian or her/her designee, and the corresponding Department Head. In the event of a Department head being hired, the interviewers will include the Chief Librarian and an employee within the same classification the potential applicant. The Chief Librarian or his/her designee may then award the position to a qualified applicant within ten (10) working days of the expiration date of said posting period. The City shall place greater emphasis on qualifications, and work history as opposed to seniority when making appointments or promotions covered by this agreement.

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The Employer reserves the right to appoint less senior, but more qualified individual. The Union and the applicant(s) shall be advised as to the reason for selecting the less senior individual. It is understood that the determination of qualifications rests with the Employer.

ARTICLE IX AFFIRMATIVE ACTION

The Fitchburg Public Library operates under the City's Affirmative Action program and complies with all procedures of that program. The Affirmative Action manual is available in the Office for any staff member to read.

**ARTICLE X
PROBATIONARY PERIOD**

The first year of service for all employees is the probationary period during which the individual is trained for effective performance on the job. A written performance appraisal is carried out for each employee at the end of six months. Throughout this period the supervisor discusses with the employee her/his strengths and weaknesses and makes recommendations for improvement. A second written performance appraisal is carried out at the end of one year.

**ARTICLE XI
STAFF EVALUATION**

Each employee shall have an annual evaluation with her/his supervisor. The employee's supervisor will complete an evaluation form. The procedure may also include an evaluation of the job description. These documents shall be used in determining advancement to the next step in the wage grid. The established evaluation form shall be labeled "Current Evaluation Form" and be included with this Collective Bargaining Agreement (CBA).

**ARTICLE XII
STAFF EDUCATION POLICY**

Course work

Any employee who desires to take a work-related course may submit a request for approval to her/his supervisor and the Chief Librarian. Upon approved, a full time employee may receive up to four hours off per week and a part time employee may receive up to two hours off per week for the duration of the course. When the Chief Librarian requests that the staff member takes a course, the tuition will be paid for by the Trustees.

Extended leave for research or study

After three years of service, an extended leave with full or partial pay for up to one year for study or research may be granted to a benefited library employee by the Board of Trustees, on the recommendation of the Chief Librarian. The employee agrees that upon completion of the leave, she/he will return to the Library for a period equal to twice the length of the leave and not yet made up in time. If the employee defaults, the Trustees may require that she/he refund to the City an amount of money equal to the portion of salary received by the employee during the leave not yet made up in time.

Graduate Library Science program

When a staff member, who has been employed by the Library for at least one year, is accepted in an ALA accredited graduate Library Science program and has the approval of the Chief Librarian, she/he is allowed one paid day a week to attend library school and will be granted four weeks paid leave to attend school in addition to her/his paid vacation. An employee may take up to five summers to earn her /his degree.

The program must be completed in six years and the employee must agree to stay at the library for six months after receiving the degree. If the employee leaves before the aforementioned six months of committed service, the employee may be required by the Board of Trustees to refund the City an amount of money equal to the portion of salary received while attending school, but not yet made up in service. A person who defaults because of serious illness will not be held to refunding.

Workshops conferences other professional meeting

All staff members are encouraged to attend Library conferences, Professional meetings, and other programs that are beneficial to their work. Arrangements for attendance will be coordinated and approved by the Chief Librarian and or the supervisor. Conference registration fees for professionals will be reimbursed at the member's rate only for MLA, NELA and ALA conferences. For other conferences professionals will be reimbursed fully. Non-professionals will receive full compensation for all registration expenses. Time with pay will be allowed for attendance at all work related conferences.

Effective July 1, 2005 employees covered by this who use their personal automobile for City business shall receive the rate per mile established by the IRS for Federal Tax purposes as of January 1, each year. Other transportation, room and board expenses will be reimbursed as fully as possible within the budget constraints.

ARTICLE XIII

LIBRARY EMPLOYMENT POSITIONS

- A regular full-time (salaried) 35 hours per week
- Job-shared full-time (salaried) 20 hours per week for each sharer for a total of 40 hours per week.
- Benefited part-time employees work (hourly) 20 or more hours per week.
- Non- benefited, (part-time hourly paid) employees work less than 19 hours per week.

ARTICLE XIV

JOB SHARE PRACTICES

There are several full-time positions on the library staff which are shared by two people.

It is understood that two individuals sharing one position will each work 40 hours per 2-week pay period and will evenly divide the salary for that position. Weekly schedules are to be arranged by the Supervisor in consultation with the two employees

sharing the position. Typical schedules may involve employees alternating two- and three-day workweeks, or working five partial days per week, mornings one week and afternoons the next.

The vacation time allotted to the position is divided between the two employees; they need not take it at the same time. If an employee enters a job-share position from another benefited library position, he or she earns the vacation benefit attributed to the position classification, based on his or her total consecutive years of benefited employment at the library. Personal days are earned at the rate of 1/4 per month.

Because the position is a full-time one, persons filling it are entitled to longevity pay (at half-rate) based on their individual records. For example, a person with seven years of full-time service, entering a job-sharing position, would still have his or her seven years of longevity entitlement. The other person might have a different amount. The actual amount of longevity pay for each individual would be half of the amount designated for the number of years of service.

Each person in a job-sharing position accrues sick leave at half the full-time benefit. If a person enters a job-sharing position from another benefited position, he or she retains his or her accrued sick leave balance.

Holidays are divided between the two individuals; each person is paid for every second holiday.

Because of the complexity of filling the position, it is suggested that the staff member give thirty days notice of intent to resign. When one person resigns from his or her half of a job-shared position, the other person is entitled to apply to fill the entire position if he or she desires. If not, the library will post the vacant part of the position as an in-house opportunity or will advertise it. If the vacant part of the position cannot be filled, the person in the remaining half of the position will be required to fill the entire position or resign so that the library can fill the entire position.

ARTICLE XV TEMPORARY EMPLOYEES

Temporary employees are occasionally hired to substitute for regular staff members or to accomplish special short-term tasks. Also supplementing the regular staff of the Library are employees drawn from various employments training programs. Temporary employees are not part of the Union.

**ARTICLE XVI
WAGES AND LONGEVITY**

July 1, 2014 to June 30, 2015 - Cost Of Living Adjustment (COLA) 1%

July 1, 2015 to June 30, 2016 - Cost Of Living Adjustment (COLA) 1%

July 1, 2016 to June 30, 2017 - Cost Of Living Adjustment (COLA) 1%

1. The following wages schedule reflects a one percent (1%) across the board increase from the base rate of July 1, 2013, to begin on July 1, 2014. The chart also reflects a one percent (1%) across the board increase starting July 1, 2015 and a 1% increase across the board as of July 1, 2016 for all members.

1.1 The following Non-Master's in Library Science (non-MLS) employees shall be placed on the following steps as of July 1, 2014:

- Kirsti Laitala, Library Assistant (PT) from step 5 to step 7
- Katherine Schmitt, Library Assistant (PT) form step 5 to step 7
- Kimberly St.Onge, Pre-Professional (PT) step 4 to step 6
- Caroline Holstrom, Library Assistant (PT) step 6 to step 7
- Angela Lopez, Senior Library Technician (FT) step 5 to step 6
- Jane Pernaa, Pre-Professional (FT) step 7 to step 8
- David Streb, Pre-Professional (PT) step 3 to step 4
- June Celona, Library Assistant (PT) step 2 to step 3

1.2 Beginning July 1, 2015, all Fitchburg Public Library Union members shall be required to enroll in a direct deposit paycheck system.

1.3 In the future and after the city up-grades the Munis accounting system or similar payroll system, the City will implement an electric online employee time management system for all members. The system will manage hours worked, vacation, sick time and personal time.

2 The City and the Union agree to incorporate into this Agreement the Salary Grid System, which is attached hereto. The following shall apply to wage issues and the Salary Grid system.

3 All employees represented by the Union shall occupy the specific Title and Step within the Salary Grid System. All employees receiving a satisfactory and acceptable work evaluation shall advance yearly to the next step up to step six (6) as outlined on the Salary Grid System chart. After step six (6) advancement legibility will occur every two (2) years.

4 Department Heads may deny step advancement for all subordinate personnel within their respective jurisdictions. The reasons for denial of step advancement shall be clearly delineated and documented in writing. Any employee denied a step increase and/or advancement may elect to have a review with his/her supervisor every six months, but in no event more than twelve months from the date of the denial of advancement. All Union employees shall receive a written evaluation by their supervisor on an annual basis.

5 The Chief Librarian shall have the authority to set the Title and Step of any new hire as defined on the salary matrix and covered by this agreement. Any change in step and/or Title of existing employees covered by this agreement may be re-negotiated at any time by mutual agreement between the Chief Librarian and the Union. This shall not preclude the normal conclusion of any salary of financial remuneration issue between the City and any member(s) of the Union that can be documented to have been in existence prior to the inception of the Union.

6 Longevity The following chart reflects the longevity payments which will be dispersed on the first pay period in December each year.

Years of Service	Payment
Five	\$ 345.00
Ten	\$ 689.00
Fifteen	\$1035.00
Twenty	\$1378.00
Twenty-five	\$1723.00
Thirty	\$2067.00

Benefited employees working 20 hours per week shall receive longevity pay after five years of continuous service. Payment will be one-half that of the amount received by a full-time employee.

Longevity payments shall be prorated on a weekly basis for those persons who are retiring and who have submitted retirement papers.

Any employee whose anniversary date falls after the commencement of the fiscal year, in a year which s/he would have been eligible to receive longevity for the first time, or an increase thereof if his/her anniversary date was prior to the commencement of the applicable fiscal year, shall receive the following percentage of longevity pay or increase thereof, based of the scale listed below.

Anniversary Date	Percentage of Longevity Pay or increase
July 2- September 30	75%
October 1- December 31	50%
January 1- March 31	25%
April 1- June 30	0%

**ARTICLE XVII
VACATION**

In each calendar year a full vacation with pay shall be granted to employees who have joined the staff on or before November first preceding the calendar year. A vacation with pay shall be granted to employees joining subsequent to said date, but prior to June first of the calendar year, according to the following schedule:

PROFESSIONAL (Professional is defined as an employee with a Graduate Degree)

3 weeks vacation one to five years of continued service.

4 weeks vacation, six to fifteen years of continued service.

5 weeks vacation, sixteen or more years of continued service.

1 ¼ vacation days per month of service from November 1 to June 1. (New employees)

PRE-PROFESSIONAL/LIBRARY TECHNICIAN SUPERVISOR (Benefited fulltime or hourly employees)

3 weeks vacation one to five years of continued service.

4 weeks vacation, six to fifteen years of continued service.

5 weeks vacation, sixteen or more years of continued service.

1 1/4 days per month of service from November 1 to June 1. (New employees)

LIBRARY TECHNICIAN (including hourly benefited employees and part-time employees who work at least 20 hours on a regular basis per week)

2 weeks vacation one to five years of continued service

3 weeks, six to ten years of continued service

4 weeks, eleven to fifteen years of continued service

5 weeks, sixteen or more years of continued service

1 day per month of service from November 1 to June 1. (New employees)

Part-time un-benefited employees are eligible for a vacation allowance without pay. This allowance will be negotiated with Department head prior to the employee's vacation.

Vacations and acquired time may be taken at any time of the year, as long as the department schedule allows.

Staff who has joined the Library since the past November first may take up to the full vacation allowance for their grade by requesting additional leave without pay. Employees hired under the prior contract will receive the vacation benefit of the prior contract.

Employees may arrange with their department heads for leave without pay, up to ten days per year, in addition to their vacation allowance, if the department's schedule can be arranged to allow for this extra time off. Additional leave without pay may be requested through the Chief Librarian.

With permission from the Chief Librarian an employee may be permitted to carry forward five vacation days into the succeeding year. Any employees who has two (2) weeks vacation may choose to "sell back" or "exchange" one week vacation for five (5) days pay at the employee's regular rate

Any employee who has three (3) weeks of vacation may elect to "exchange" or "sell back" to the City up to two (2) weeks (10 days) of accumulated vacation time at her/his current regular rate of base pay.

ARTICLE XVIII HOLIDAYS

The Library is closed on the following legal holidays.

1. January 1 New Years Day
2. January Martin Luther King's Birthday (Third Monday)
3. February Presidents Day (third Monday)
4. April Patriot's Day (third Monday)
5. May Memorial Day (last Monday)
6. July 4 Independence Day
7. September Labor Day (first Monday)
8. October Columbus Day (second Monday)
9. November 11 Veterans Day
10. November Thanksgiving Day (fourth Thursday)
11. December 25 Christmas Day

12. Employees are granted a floating day in exchange for the day after Thanksgiving when customer demand makes it inadvisable to close the library. The floating day may be taken between Thanksgiving and Christmas. If the day is not taken during this time period it is recorded on the January lost and acquired time sheet.

ARTICLE XIX SUNDAY WORK AND SUNDAY COMPENSATION

The Library opens on Sundays, 1-5 p.m., from the Sunday after Labor Day to the Sunday before Memorial Day. All staff may choose to work as many Sundays as can be arranged with the supervisor. Additional staff are hired as needed for Sunday work.

Compensation for Sunday work is at 1.5 times the employee's regular hourly rate. Full-time employees may choose to work for compensatory rate. Six Sundays worked equals one week off.

ARTICLE XX LOST AND ACQUIRED TIME

Acquired time: Time worked in addition to the regular workday by full-time staff member, for which an equal amount of compensatory time will be given.

Lost time: Time lost during the regular workday for personal reason. Lateness of .25 hours or more should be reported as lost time, lateness of less .25 hours needs not to be reported but should be made up.

Acquired and lost time arrangement must be made with the department head, in consideration of departmental and scheduling needs. Time may be acquired in anticipation of a need, provided the employee does not have sufficient vacation or personal time. In general, neither lost time nor acquired time shall exceed 15 hours. An unforeseen situation involving scheduling on a public service desk may result in an employee acquiring more than 15 hours of acquired time; however, in no case shall acquired time exceed 30 hours.

Acquired and lost time may be taken in increment of .25 hours and should be reported on form 24 "Lost and Acquired Time." Amounts of time less than .25 hours are not recorded.

When a legal holiday falls on one's day off, 7 hours of acquired time are allowed for full-time staff members. Benefited employees will receive credit for 20% of their work week. An employee may also make arrangements with her/his supervisor for flexible scheduling within a one week period without losing lost or acquired time. In a seven (7) day period an employee shall not work more than 40 hours.

Part-time staff who work 20 hours or more receive credit for 20 percent of their work week. A staff member may also make arrangements with his/her department head for flexible scheduling within a one week period without using lost or acquired time. In a 7-day period an employee shall not work more than 40 hours.

ARTICLE XXI OVERTIME

The Library does not pay overtime. The Library does not generally expect staff to work in excess of the normal work week. However, if in an emergency it is impossible for a supervisor to arrange an employee's schedule to avoid more than 8 hours in one day or 40 hours per one week, the supervisor may authorize the employee to acquire time and one-half (1½) for the extra hours. Sunday work is compensated according to the Sunday Work Policy.

ARTICLE XXII REST/LUNCH PERIODS

Rest and lunch periods are essential to the productivity and good health of the employee. One 15-minute break is provided for each 3.5-hour shift. Normally these breaks are taken at the mid-point of a shift. If a change to this pattern is necessary, it must be negotiated with the supervisor prior to its implementation. Time may not be acquired by forgoing morning or afternoon breaks or at least 1/2-hour lunch.

ARTICLE XXIII

SCHEDULING, EXCEPTIONS

Staff members are expected to leave the building when the library closes. The only exceptions are the Chief Librarian or staff members who remain to supervise a project.

Staff members working in a department at a time when the department is normally closed should notify the circulation and information desks of their presence. This will expedite handling telephone calls and evacuation in the event of an emergency.

ARTICLE XXIV FLEXIBLE SCHEDULING

Flexible scheduling is scheduling other than usual 9:30 AM-5:00 PM or 12:30 PM 8:00 PM schedule. Flexible scheduling may be used to meet department needs. Both the department head and the employee must agree on the scheduling change. Flexible scheduling does not imply an increase or decrease in the usual number of hours worked. When two employees share one full-time position, each employee must work 40 hours in each two-week pay period with scheduling at the discretion of the department head.

ARTICLE XXV UNANTICIPATED CLOSING

When it is necessary to close the Library due to lack of heat or air conditioning, lack of power, bad weather, a bomb scare or other emergency, or due to City mandates, staff not already on the job will be notified that they are not to report for work; staff on the job will be dismissed when the Library closes, or their regularly-scheduled shift is over, whichever comes sooner. Salaried staff are not required to make up time lost through early closing; hourly staff dismissed because of early closing will be given credit for the full number of hours they were scheduled to work. When possible and desired by the employee, an hourly worker not already on the job will be re-scheduled to another time, preferably within the same or immediately following pay period. Staff members not scheduled to work on such days do not receive compensatory time off. Staff do not lose or acquire time when the Library is closed.

XXVI REGULATIONS AFFECTING FULL-TIME EMPLOYEES

Group Health, Accident, Life Insurance. The Employer shall provide health insurance benefits to employees pursuant to the terms of the agreement negotiated by the City and the Public Employee Committee (P.E.C.). Those wishing to obtain this insurance must make arrangements in the Payroll Office. The Payroll Office will supply forms to be completed and provide information about the plan. Newly appointed staff members should inquire about the plan immediately, since there may be a waiting period for enrollment. Insurance premiums are paid one month in advance.

a. \$10,000 in Life Insurance.

b. Health Insurance, either Blue Cross / Blue Shield, HMO Blue, Blue Choice, Fallon Direct or Select Plans, or other similar insurance plan.

Any employee who is granted an unpaid leave of absence shall be eligible for the continuation of Group Insurance coverage as long as the employee pays 100% of the premium.

ARTICLE XXVII REGULATIONS AFFECTING HOURLY EMPLOYEES

Fringe benefits: Hourly employee who work at least 20 hours per week on a regular basis may receive the same benefits, on a prorated basis, as a salaried employee. It is understood for purposes of these benefits that one day equals 20% of the total hours that the employee is allowed per week.

Benefits Include:

Sick leave as provided for salaried employees

Paid vacation as provided for salaried employees in a comparable classification

Holidays with pay as provided for salaried employees

The Employer shall provide health insurance benefits to employees pursuant to the terms of the agreement negotiated by the City and the Public Employee Committee (P.E.C.) pursuant to M.G.L. c. 32B, sec.19.

a. \$10,000 in Life Insurance.

b. Health Insurance, either Blue Cross / Blue Shield, HMO Blue, Blue-Choice, Fallon Direct or Select Plans, or other similar insurance plan.

Mandatory participation in the State Retirement Plan by contributing a percentage of gross earnings for each pay period. Social Security benefits are not available for municipal or state employment in Massachusetts.

For non-benefited employees, there is a mandatory investment in the ING Plan, paid out to the employee after age 55 with no penalty.

ARTICLE XXVIII FUNERAL LEAVE

In the event of death in the immediate family of an employee, s/he shall be entitled to a reasonable period of paid leave from her/his regularly scheduling work shifts for the purpose of attending funeral services or arranging burial. "Immediate family" shall be construed to mean the father, mother, step-father, step-mother, spouse, brother, sister, daughter, son, step-brother, step-sister, step-daughter, step-son, grandchild, grandparents, father in-law and mother in-law of the employees, or a blood relative residing within employee's household.

Three days of said leave may be granted without loss of pay. Leave for this purpose being in addition to, and not charged against, regular sick leave or vacation credits. The Chief Librarian shall have discretion to extend the funeral leave to five (5) days in exceptional circumstances.

In the event of the death of an employee's aunt, uncle, sister in-law or brother in-law, or a spouse's grandparent or aunt or uncle, s/he shall be granted one day off to attend the funeral.

In the event of the death of a former long-term employee or director, the assistant director may attend the funeral without having to take a personal day, as a representative of the staff. Other members wishing to attend said funeral may take a personal day. If a library employee dies, every accommodation will be made so that members of that department can attend the funeral.

ARTICLE XXIX MATERNITY LEAVE

A maternity leave, including adoption, of absence for a specified period of time without pay shall be granted to full-or part-time permanent employees. Applications for such leave must be made at least two weeks prior to leave. While an employee is disabled due to pregnancy and/or childbirth, she may use sick leave, provided a doctor's certificate stating her disability is filed with the Office. Such paid sick leave is limited to the period of time during which the employee is actually disabled. The unpaid maternity leave may be granted for a period up to twelve weeks after which time an additional period, not to exceed three months, may be granted on recommendation of the doctor and approval of the Chief Librarian. Prior to commencing a maternity leave, an employee is to meet with the City Hall benefits officer regarding benefits.

Employees who request a maternity leave are urged to take their paid vacation before going on leave. Employees who request a maternity of more than eight weeks will be required to use their paid vacation before going on unpaid leave.

Employees on maternity leave who wish to return to work or to resign must give the Library at least one month's notice before anticipated date of return or termination. If an employee who has given a maternity leave of absence should fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment.

Credit for vacation time, sick leave, longevity pay, advancements, seniority, length of service, and other benefits does not accrue in any year during which an employee does not work the required number of weeks during the year specified in the City Ordinance for such benefits. Benefits accrued before the leave will be credited and carried forward upon resumption of employment.

ARTICLE XXX MILITARY LEAVE

An unpaid military leave of absence shall be granted to any staff member called to active duty. A staff member who is a member of the reserve component shall be granted an unpaid leave of absence during her/his annual of duty, not exceeding 17 days.

A staff member who is called to duty by the Governor for an emergency shall be granted a leave of absence without loss of pay during the period of such service. S/he shall also be granted a leave of absence without loss of pay during annual tour of duty, not exceeding 17 days. A staff member will not lose seniority benefits if called to active duty for an extended period of time, provided that s/he returns to her/his job within month of discharge or release from active duty, and files with the municipal employer the certificate of a registered physician that s/he is not physically disabled or incapacitated for the position.

Hourly workers not eligible for full fringe benefits will not be eligible for any military leave with pay. Hourly workers may request a leave of absence without pay.

ARTICLE XXXI

JURY DUTY

Library staff who are summoned for jury duty will be given the time off with pay. They will be paid for that time spent directly fulfilling their jury duty obligation. If a staff member reports for jury and is subsequently dismissed, s/he is responsible for working the balance of her/his time at the library. A staff member may choose to take the balance of the day off as lost time and report it as such on the standard form; similarly, if an employee spends longer than her/his normal work day fulfilling jury duty responsibility, s/he is entitled to report the extra time as acquired time.

Example: A full-time staff member reports to court at 8:00 a.m. and is dismissed at 9:30 a.m. S/he can report to work and work until 5:00 p.m. and acquire 1/2 hour; s/he can work until 4:30 p.m. and break even; or s/he can not report to work and lose 6 hours.

Any pay received for jury duty will be transferred to the city; however, the portion of jury duty pay over and above the employee's normal pay may be retained by the juror. Any travel allowance paid by the court system may be retained by the juror.

ARTICLE XXXII

SICK LEAVE

Benefited Library employees are granted 15 days sick leave with pay (on the basis of five working days per week) on January first for each calendar year. Sick leave may be cumulated, to 334 days.

New employees shall be entitled to 1.25 days of sick leave per month through the first year of their employment, at the end of which year 15 additional days will be added to their balance. On the January first immediately following this anniversary they shall be credited with 15 days sick leave for the succeeding calendar year, the same as other regular employees.

Staff members who have used all their sick time may make arrangements with their department head to charge additional sick days to lost time or vacation time. The office should be notified immediately when such arrangements are made. After an

employee has exhausted all her/his earned accumulated sick leave, extended sick leave with pay may be granted upon recommendation and approval of the Mayor.

Benefited employees who do not use Sick Leave within a calendar month shall be granted one-half (1/2) day of personal time for that month. Such personal time shall be cumulative to eight (8) days. Employees who do not use sick leave for six (6) consecutive calendar months shall be granted one (1) additional bonus day. Benefited employees who have accumulated six (6) or more earned days may "exchange" or "buy back" up to five (5) earned days at the employee's regular daily rate times the number of days exchanged.

Under City regulations, for an illness in excess of three days, the Chief Librarian will require a doctor's certificate, at the expense of the employee. In the case of a serious illness the Chief Librarian will require the doctor certify that the employee is ready to return to work.

For the purpose of record-keeping, if an employee must leave work due to sickness after reporting to work, she/he will be given credit for the time they were on the job at the library, by earning acquired time. (Example) If an employee reports for work at 8:30 am goes home at 10:30 am, she/he will earn two (2) hours of acquired time and be charged for one (1) full sick day. If an employee works until 2:00 pm she/he will only be charged one half (1/2) sick day, and can use the remaining hours as acquired time. Such sicknesses must be reported before leaving the building.

Upon an employee's retirement or death, the City of Fitchburg agrees to pay the employee, the employee's spouse or designated beneficiary, next to kin, estate, in that order unless specified in writing by the said employee for all unused accumulated sick leave at a rate of thirty dollars (\$30.) per day for all unused sick time. In no case shall the City's obligation exceed more than ten thousand dollars (\$10,000). Application must be made within six (6) months of death or retirement of the employee to be eligible for payment.

At the option of the employee the City of Fitchburg agrees to pay the difference between Workers' Compensation and the employee's weekly pay. The amount shall be deducted from the employee's accrued vacation, personal or sick time.

An employee who becomes a foster parent may use accrued personal, vacation, or up to thirty seven and one half (37.5) hours of sick leave for the purpose of transitioning the child into the foster family and/or attending official meetings with the Department of Social Services.

ARTICLE XXXIII SICK LEAVE BANK

The City agrees to cooperate in the establishment of a sick leave bank ("the Bank") effective January 1, 2003. The Bank will be funded by a contribution of available Sick Leave Days from members of the Union who are eligible and willing to participate in the Bank. Each eligible member of the Union who elects to participate in the Bank

shall initially contribute three (3) days of accumulated sick leave. If a minimum number of required contributed Sick Leave Days is not achieved after the initial contribution, each participating member shall then contribute an equal number of days until the required minimum number of days has been achieved. Members of the Union shall be eligible to participate in the Bank if they have at least three (3) years on continuous employment with the City and at least thirty (30) days of accumulated sick leave at the time of initial contribution.. Only members who have contributed to the Bank shall be eligible to receive Sick Leave time from the Bank. Individuals who wish to participate in the Bank must give notice of their intent to participate to their Supervisor no later than 90 days after the implementation of the agreement in order to become a participating member of the Bank. If an individual does not give such notice to the Supervisor on or before the stated deadline but later decides that s/he would like to participate in the Bank, thirty-five days written notice, given to the Supervisor, shall be required prior to participation. Any new participating member shall contribute five (5) days to the Bank.

The Bank shall be administered by a Committee of two (2) representatives of the Union, two (2) members appointed by the Mayor, and the Human Resources Director. The Committee shall consider the eligibility of members who shall be able to draw from the Bank. Any decisions of the Committee are final and binding and not subject to grievance procedure. The following criteria shall be used by the Sick Leave Bank Committee to determine the eligibility of a member to draw from the Bank and to determine the amount of sick leave time granted.

1. Member must have used all of her/his accumulated leave, including vacation, personal and sick leave.
2. Member must submit, in writing, competent and timely evidence that a request for Sick Leave Bank days is necessary to benefit the Member who suffers uncommon, life-threatening, or serious lengthy illness.
3. A member's prior utilization of sick leave shall be examined in detail.
4. Upon compliance with the foregoing criteria, the Committee may issue a grant of leave time days from the Bank for up to 30 days at a time. If more days are needed the member may petition the Committee for additional days, not to exceed 100 in any 12 months. The Bank shall maintain a minimum of 50 days in reserve. Should the number of days fall below 50, each participating member shall be required to contribute additional days in accordance to paragraph 1 of this section. However, the total number of days held in reserve shall not exceed three hundred (300).
5. There shall be NO use of the Bank days for a member receiving Worker's Compensation.
6. Members shall not forfeit earned personal time for donating Sick leave days to the Bank.
7. Part-time benefited employees must have accrued 30 days sick leave to join, and can join by contributing three (3) days to the Bank.

**ARTICLE XXXIV
SICKNESS IN THE FAMILY**

The Family and Medical Leave Act of 1993 requires that employees be given the opportunity to take vacation, lost time, earned days, or time without pay as needed to provide care for family members. Employees who have sick days accrued may use up to five (5) days a year to care for a family member, if they have already used up all their vacation and personal days. These days will be subtracted from their allotted amount. An employee using these sick days in any given month will not earn his/her ½ personal day.

**ARTICLE XXXV
RESIGNATIONS/RETIREMENTS**

Resignations/retirements are submitted in writing to the Chief Librarian. While one month's notice is requested, staff members in professional positions shall give longer notice if possible.

Any employee who resigns or retires will have an exit interview with their supervisor. All building keys must be returned to the supervisor prior to the last day of employment.

An employee's original date of hire will be the published date of the creditable years of service.

**ARTICLE XXXVI
DISMISSALS**

All employees must meet reasonable standards of performance required by the job at the time of the appointment. Employees can be dismissed with just cause, which includes the employee's incompetence, mental or physical incapacity, willful neglect of duties, or gross insubordination.

Before an employee is dismissed for physical or mental incapacity, the Administration will make a reasonable effort to find Library employment better suited to the employee's abilities. Persons who are disabled because of a job-related injury are eligible for retirement and other compensation through Worker's Compensation. The State Retirement Program has provisions for disability retirement for non-job-related causes. Full information is available at the Retirement Board and from the City Auditor. Due causes may also include conduct which is infamous, criminal, or dishonest when such conduct substantially affects the value of the employees to the Library.

Probationary employees: Library employees who are completing their initial one-year probationary period may also be dismissed for just cause. The personnel review at the end of the first six months and/or written reviews before six months should point out problems and should give the employee sufficient time to correct them before the end of the probationary period. Supervisors will give probationary employees close supervision and advice during this period.

Dismissals are made by the Chief Librarian with the advice of the supervisor involved. Dismissals will follow this sequence:

- (a) Written notice will be given to the employee of deficiencies in performance or other cause.
- (b) A reasonable time will be allowed for the employee to correct such deficiencies.
- (c) A final letter of termination will be given if the deficiencies are not corrected. The employee is entitled to a hearing before the Board of Trustees, if s/he applies to the Chief Librarian. At the hearing the employee shall have the right of counsel, the right to present evidence and to cross-examine, and the right to a decision based on the record of the hearing. The Trustees shall render a written decision on the case within 15 working days after the hearing. The hearing and the results of the hearing will be made public if the employee so requests.

Suspensions: If the Chief Librarian believes that immediate action is warranted, s/he may suspend without pay for just cause any Library employee. Such employee shall be given written notice of the reasons for suspension, within 24 hours of such suspension. If, within five working days after receiving such notice, the employee applies to the Chief Librarian, the employee shall be entitled to a hearing before the Board of Trustees, within ten working days of the receipt of such application by the Chief Librarian. The rules of the hearing shall be the same as those for regular dismissals. A written decision shall be issued by the Trustees within 15 working days of the hearing. If the Trustees find for reinstatement, there shall be no loss of pay. The Chief Librarian may also reinstate at her/his own discretion with no loss of pay before application for the hearing has been filed. The employee shall be considered dismissed if:

- S/he does not request a hearing
- If neither the Chief Librarian nor the Trustees find for reinstatement. Decision regarding termination may be appealed to the County Superior Court.

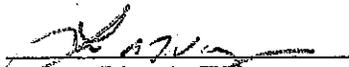
**ARTICLE XXXVII
DURATION**

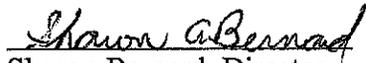
This contract, unless otherwise indicated, shall be effective from July 1, 2014 and shall remain in full force and effect up to and including June 30, 2017. Either party may, no sooner than January 1, 2017 or no later than February 21, 2017 give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2017.

This Agreement shall remain in full force and effect during the collective bargaining process, or until the new Agreement is reached, except that it may not remain in effect longer than one year from the first day of July 2018 unless mutually agreed to in writing.

In witness whereof, the parties hereto, and to another instrument of like tenor, set their hands and seals this 25th day of November, 2014.

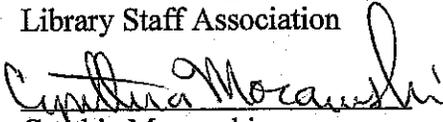
For the City of Fitchburg

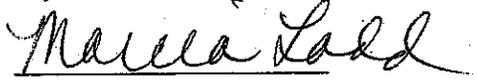

Mayor Lisa A. Wong

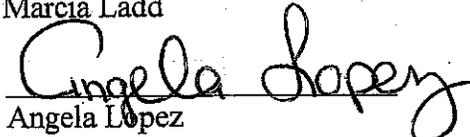

Sharon Bernard, Director


Bernard G. Stephens HRD

For the Fitchburg Public
Library Staff Association


Cynthia Morawski


Marcia Ladd


Angela Lopez

**City of Fitchburg
Public Library Staff Association
Wage Schedule**

Grade - Title	Year(s) to Next Step	1		1		1		1		1		2		2		2		n/a
		1	2	3	4	5	6	7	8	9	10							
FULL-TIME SALARY																		
Library Supervisor																		
	7/1/2014	849	879	912	943	970	1,000	1,031	1,063									
	7/1/2015	858	888	922	953	980	1,010	1,042	1,074									
	7/1/2016	867	897	932	963	990	1,021	1,053	1,085									
Librarian																		
	7/1/2014	720	746	776	797	823	847	873	899									
	7/1/2015	728	754	784	805	832	856	882	908									
	7/1/2016	736	762	792	814	841	865	891	918									
Library Technician Supervisor																		
	7/1/2014	619	635	657	676	696	719	741	762									
	7/1/2015	626	642	664	683	703	727	749	770									
	7/1/2016	633	649	671	690	711	735	757	778									
Senior Library Technician																		
	7/1/2014	473	490	511	531	547	565	582	600									
	7/1/2015	478	495	517	537	553	571	588	606									
	7/1/2016	483	500	523	543	559	577	594	613									
PART-TIME (HOURLY RATES)																		
Professional																		
	7/1/2014	20.06	20.51	21.31	22.04	22.70	23.39	24.11	24.83									
	7/1/2015	20.26	20.72	21.52	22.26	22.93	23.62	24.35	25.08									
	7/1/2016	20.46	20.93	21.74	22.48	23.16	23.86	24.59	25.33									
Pre-Professional																		
	7/1/2014	14.93	15.58	16.39	17.15	17.66	18.20	18.75	19.32									
	7/1/2015	15.08	15.74	16.55	17.32	17.84	18.38	18.94	19.51									
	7/1/2016	15.23	15.90	16.72	17.49	18.02	18.56	19.13	19.71									
Library Assistants																		
	7/1/2014	12.88	13.32	13.72	14.27	14.70	15.14	15.60	16.07									
	7/1/2015	13.01	13.45	13.86	14.41	14.85	15.29	15.76	16.23									
	7/1/2016	13.14	13.58	14.00	14.55	15.00	15.44	15.92	16.39									
Student Pages																		
		Begin minimum wage. Add 2% each year.																

Fitchburg Public Library Employee Evaluation Form

This form is to be used for the yearly evaluation stipulated by the Library Contract, and is used to determine step increases.

The form is divided into 7 parts; not all parts will be used for all employees.

1. Personal work habits
2. Public Service
3. Work with other staff
4. Supervisory standards
5. Professional Standards
6. Areas of specific responsibility
7. Overall assessment

The form is to be filled out by the employee's supervisor, and then a meeting of the two should occur during which they discuss the findings. If certain areas of an employee's performance need improving, an "action plan" should be agreed upon. Both the employee and the supervisor should then sign the Evaluation form and it will be given to the Office for placement in the Employee's file.

Employee's Name

Job Title/Description

Date of Evaluation

Date of Meeting with Supervisor

Signature of Employee

Signature of Supervisor/Title

Recommended to Advance to Step _____ Date: _____

Signed: _____ Director, Fitchburg Public Library

I Personal work habits

1. Accuracy of work
 - a. exceptionally accurate
 - b. maintains high standards
 - c. work usually acceptable
 - d. below minimum requirements

2. Thoroughness in handling details
 - a. exceptionally thorough
 - b. usually thorough
 - c. moderately careful
 - d. work frequently incomplete

3. Quantity of work
 - a. accomplishes high volume of work
 - b. quantity acceptable
 - c. quantity usually acceptable
 - d. quantity low; unacceptable

4. Output under stress
 - a. highly dependable under pressure
 - b. usually dependable under pressure
 - c. sometimes inadequate under pressure
 - d. inadequate under pressure

5. Time management
 - a. plans own time to meet obligations and specified deadlines
 - b. keeps busy most of the time
 - c. uses time inefficiently and is easily distracted
 - d. wastes time

6. Knowledge of own job
 - a. exceptional knowledge
 - b. considerable knowledge
 - c. basic knowledge
 - d. limited and often inadequate knowledge

7. Knowledge of FPL policies and goals
 - a. highly knowledgeable
 - b. better than usual knowledge
 - c. basic knowledge
 - d. no interest beyond own job

8. Ability to prioritize work
 - a. all the time
 - b. most of the time
 - c. frequently unable to prioritize effectively
 - d. unable to prioritize

9. Works well independently
 - a. all the time
 - b. most of the time
 - c. needs frequent supervision and direction
 - d. needs constant supervision

10. Understands and applies standard procedures
 - a. without exception
 - b. a majority of the time
 - c. frequently deviates from procedure
 - d. ignores standard procedure

11. Exercises good judgment in non-routine situations
 - a. makes good judgment calls
 - b. usually exercises good judgment
 - c. has difficulty making decisions
 - d. is unable to deal with non-routine situations

12. Punctuality
 - a. ready for duty at/during scheduled times.
 - b. usually punctual
 - c. careless about punctuality
 - d. excessive tardiness

13. Attendance
 - a. rarely absent
 - b. absences within acceptable limits
 - c. irregular attendance
 - d. excessive absences

14. Use of technology
 - a. continually adapts to changes in technology
 - b. makes effort to learn new technology
 - c. often needs retraining in new technology
 - d. resists learning new technology

15. Work area
 - a. conscientiously maintains neatness of surroundings
 - b. keeps own work area neat and organized
 - c. indifferent about appearance of work area
 - d. uncooperative in housekeeping details

16. Self-improvement
 - a. systematically prepares for more advanced work
 - b. puts forth effort to improve and learn
 - c. limited ambition; little effort to improve
 - d. displays no ambition or desire to progress

17. Appearance
 - a. always clean, neat, & appropriately dressed
 - b. usually neat, clean, & suitable dressed
 - c. sometimes untidy
 - d. poor appearance is usual

18. Learning ability
 - a. excellent comprehension & retention
 - b. seldom needs reinstruction
 - c. must be reinstructed often
 - d. reinstruction ineffective

19. Adaptability
 - a. exceptionally eager to try new ideas
 - b. receptive to change and new ideas
 - c. slow to change from old ideas and procedures
 - d. actively resists new methods or change

20. Responsibility
 - a. always follows up on details
 - b. usually follows up on details
 - c. sometimes neglects follow up
 - d. is forgetful

21. Use of telephone
 - a. exhibits proper telephone use and etiquette
 - b. usually courteous on telephone
 - c. telephone etiquette needs improvement
 - d. makes excessive personal calls

II. Public Service

1. Communication with patrons
 - a. makes eye contact and greets patrons in a friendly manner.
 - b. answers questions, but does offer to help patrons
 - c. makes minimal effort to help patrons
 - d. seems unfriendly toward patrons

2. Puts service above personal activities or duties while on desk
 - a. acknowledges a patron's presence immediately, even if occupied
 - b. keeps personal activities to a minimum
 - c. patrons must interrupt
 - d. patrons frequently kept waiting

3. Poise
 - a. self-controlled in any situation
 - b. usually self-controlled
 - c. tends to lose control
 - d. easily upset

4. Disposition
 - a. consistently cheerful
 - b. pleasant under most circumstances
 - c. uneven disposition
 - d. seldom pleasant

5. Fairness and impartiality
 - a. welcomes and serves patrons without regard to race, color, religion, gender, sexual preference, national origin, disability, age, ancestry, or other characteristics
 - b. usually welcoming to all patrons
 - c. shows insensitivity to certain groups
 - d. needs improvement and training

6. Confidentiality
 - a. always respects patrons' confidentiality
 - b. sometimes lacks discretion
 - c. often lacks discretion
 - d. discusses patrons openly

III Work with other staff

1. Relations with coworkers
 - a. is friendly and pleasant with coworkers
 - b. is polite but distant with coworkers
 - c. is accepted by coworkers
 - d. creates antagonism

2. Communicates necessary information to appropriate people
 - a. all of the time
 - b. most of the time
 - c. occasionally neglects to share information
 - d. uncommunicative

3. Attitude toward criticism
 - a. uses and benefits from criticism
 - b. acts upon criticism
 - c. sometimes resists criticism
 - d. resents criticism

4. Relations with supervisors
 - a. accepts direction from supervisor, seeking further advice as needed.
 - b. follows instructions but does not initiate contact with supervisor
 - c. sometimes fails to follow instruction and does not ask for help
 - d. sometimes ignores instructions from supervisor

IV. Supervisory Standards

1. Leadership
 - a. motivates others exceptionally well
 - b. gets good results from others
 - c. does not always get good results
 - d. ineffective as a leader
2. Skill in training
 - a. develops staff to a high degree of efficiency
 - b. achieves progress with most staff members
 - c. sometimes fails to instruct well
 - d. no training ability
3. Hiring and evaluating personnel
 - a. documents performance, then evaluates staff objectively and constructively
 - b. evaluations usually accurate and objective
 - c. evaluations often inaccurate
 - d. favors some employees over others
4. Impartiality
 - a. enforces all policies and work procedures fairly.
 - b. usually treats all employees equally
 - c. occasionally plays favorites
 - d. obviously favors some employees over others
5. Cooperates with other departments
 - a. actively coordinates with other departments.
 - b. usually works well with other departments
 - c. sometimes communicates with other departments
 - d. resists input from other departments
6. Encourages staff development
 - a. enthusiastically promotes staff development
 - b. makes staff aware of development opportunities
 - c. sometimes informs staff
 - d. does not encourage staff development
7. Management
 - a. effectively and fairly manages the workflow of staff.
 - b. workflow is unevenly distributed among staff
 - c. staff frequently has idle time
 - d. shows obvious favoritism in giving assignments

V Professional Standards

1. Professional development

- a. always seeks out useful conferences and workshops
- b. regularly attends conferences and workshops
- c. attends workshops when asked
- d. avoids meetings outside the library

2. Keeps abreast of changes in field

- a. at the forefront of new concepts
- b. tries to keep abreast of new developments
- c. reluctantly accepts new ideas
- d. resists change

3. Resourcefulness and ingenuity

- a. highly creative; comes up with new and useful ideas
- b. imaginative; usually a source of usable ideas
- c. able to develop ideas on routine matters
- d. rarely has a useable idea

4. Professional interests and activities

- a. keen interest and active participation
- b. interested, but participation limited
- c. moderate interest, but little participation
- d. no interest or participation

5. Awareness of community

- a. accurately evaluates community needs & interests
- b. interested in service to the community
- c. considers only obvious community needs
- d. lacks interest in community needs.

VI Areas of responsibility that are specific to this employee

List responsibilities that are specific to this employee:

Goals pertaining to these responsibilities agreed upon by employee and supervisor:

What areas of ongoing responsibility are in need of improvement?

Supervisor's overall assessment of employee's performance in these areas:

VII Overall Assessment

Areas of strong performance shown by this employee

Areas in need of improvement

Action agreed upon by employee and supervisor

Goals set by employee

Goals suggested by supervisor

Does the employee have any skills or strengths that are underutilized on the job?

ORIGINAL

City of Fitchburg

And

Fitchburg Public Library Staff Association

Memorandum of Agreement

This Memorandum of Agreement ("MOA") is entered into on this 12 day of May 2014 between the City of Fitchburg ("City") and the Fitchburg Public Library Staff Association. ("FPLSA")

WHEREAS, the City and the FPLSA Union have concluded negotiations over terms for a successor Agreement to succeed the Agreement covering the period of July 1, 2012, through June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the provisions as outlined below shall be incorporated into the new Agreement and shall replace any language in the previous Agreement where language for such Article or Sections included herein.

ALL changes shall become effective as of the date of signing this MOA, except as otherwise specified.

Article XVI - WAGES and LONGEVITY

July 1, 2014 to June 30, 2015 - Cost Of Living Adjustment (COLA) 1%

July 1, 2015 to June 30, 2016 - Cost Of Living Adjustment (COLA) 1%

July 1, 2016 to June 30, 2017 - Cost Of Living Adjustment (COLA) 1%

1. The following wages schedule reflects a one percent (1%) across the board increase from the base rate of July 1, 2013, to begin on July 1, 2014. The chart also reflects a one percent (1%) across the board increase starting July 1, 2015 and a 1% increase across the board as of July 1, 2016 for all members.

1.1 The following Non-Master's in Library Science (non-mis) employees shall be placed on the following steps as of July 1, 2014:

- Kirsti Laitala, Library Assistant (PT) from step 5 to step 7
- Katherine Schmitt, Library Assistant (PT) form step 5 to step 7
- Kimberly St.Onge, Pre-Professional (PT) step 4 to step 6
- Caroline Holstrom, Library Assistant (PT) step 6 to step 7
- Angela Lopez, Senior Library Technician (FT) step 5 to step 6
- Jane Pernaa, Pre-Professional (FT) step 7 to step 8
- David Streb, Pre-Professional (PT) step 3 to step 4
- June Celona, Library Assistant (PT) step 2 to step 3

1.2 Beginning July 1, 2015, all Fitchburg Public Library Union members shall be required to enroll in a direct deposit paycheck system.

1.3 In the future and after the city up-grades the Munis accounting system or similar payroll system, the City will implement an electric online employee time management system for all members. The system will manage hours worked, vacation, sick time and personal time.

ARTICLE XXXVII

DURATION

This contract, unless otherwise indicated, shall be effective from July 1, 2014, and shall remain in full force and effect up to and including June 30, 2017. Either party may, no sooner than January 1, 2017 and no later than February 21, 2017 give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2017.

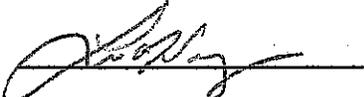
This Agreement shall remain in full force and effect during the collective bargaining process, or until the new Agreement is reached, except that it may not remain in effect longer than one year form the first day of July 2017 unless mutually agreed to in writing.

In witness whereof, the parties hereto, and to another instrument of like tenor, set their hands and seals this 12 day of May, 2014 _____

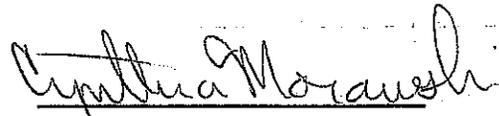
For the City of Fitchburg

For the Fitchburg Public

Library Staff Association



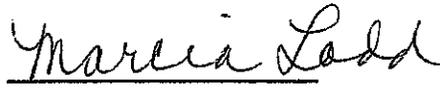
Mayor Lisa A. Wong



Cynthia Morawski



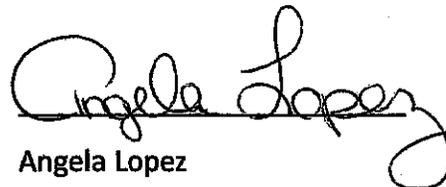
Sharon Bernard, Director



Marcia Ladd



Bernard G. Stephens HRD



Angela Lopez

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