



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FITCHBURG
AND THE
FITCHBURG LIBRARY STAFF ASSOCIATION**

**FISCAL YEARS
JULY 1, 2023 – JUNE 30, 2024
JULY 1, 2024 – JUNE 30, 2025
JULY 1, 2025 – JUNE 30, 2026**





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**THIS CONTRACT SHALL COVER THE PERIOD FROM
JULY 1, 2023 TO JUNE 30, 2026**



PREAMBLE

This Agreement is entered into by the **CITY OF FITCHBURG**, hereinafter referred to as the "**Municipal Employer**" or the "**City**" and the **FITCHBURG PUBLIC LIBRARY STAFF ASSOCIATION**, hereinafter referred to as the "**Union**", has as its purposes the promotion of harmonious relations between the Municipal Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment, insofar as the same may be permissible by Law.

ARTICLE 1
RECOGNITION

[Amended FY24 - FY26]

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes 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. The Employer agrees, upon reasonable advance notice, to meet and consult with the Union Steward regarding interpretation of any language of this Agreement.

ARTICLE 2
DURATION

This contract, unless otherwise indicated, shall be effective from July 1, 2023 and shall remain in full force and effect up to and including June 30, 2026. Either party may, no sooner than January 1, 2026 or no later than February 21, 2026, give written notice to the other of its desire to extend or revise this Agreement for the period to commence July 1, 2026.

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 2026 unless mutually agreed to in writing.

ARTICLE 3
REPRODUCTION OF AGREEMENT
{Added FY24 – FY26}

The City shall provide ten (10) printed copies of the executed CBA to the Union, in addition to an executed digital copy of the same.

ARTICLE 4
PAYROLL DEDUCTION FOR UNION DUES
{Amended FY19 – FY21}

At the election of the employee, the City will deduct Union dues from the employee's wages in such amount as determined by the Union, provided, however, that no such deduction shall be made from an employee's wages, unless the employee has authorized such deduction on an appropriate form, a copy of which shall have been submitted to the City.

Said authorization may be cancelled by a sixty (60) day written notice to the City by said employee.

Dues deducted by the City Treasurer in accordance with authorization cards, shall be in the amount of dues in existence at the time of the deduction as certified to the Treasurer of the Union. Increases in said dues shall be made upon the City's receipt of written notification by a duly authorized Union representative. The City Treasurer shall remit the aggregate amount of dues to the Treasurer of the Union or as specified by the Union by the 21st day (or other date, if applicable) of each succeeding month. In the event the Union Treasurer desires to check with the City to determine payroll deductions for Union dues s/he shall have access to such information.

ARTICLE 5
MANAGEMENT RIGHTS

Management rights rest with the City 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 otherwise specifically provided for.

ARTICLE 6
REPRESENTATION

A written list of Union representatives shall be furnished to the City immediately after their designation. The Union shall notify the City immediately of any changes.

The aforementioned representatives shall be granted a reasonable amount of time off during working hours to attend union meetings without loss of pay.

ARTICLE 7
DISCRIMINATION AND COERCION

There shall be no discrimination by Department Heads or Division Managers of the City 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, sex, age, disability, religion, national origin, sexual orientation or gender identity. Any such claims may be resolved under grievance procedure or under appropriate state and federal courts and regulatory agencies.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 8.1 **DEFINITION**

A grievance is any matter on which there is a dispute concerning the application and interpretation of this Collective Bargaining Agreement.

Section 8.2 **TIME LIMITS**

Time limits may be extended or waived by mutual agreement.

Section 8.3 **GRIEVANCE PROCEDURES**

Step 1

The Union representative(s), with or without the grievant(s), shall request an informal conference with the grievant's immediate supervisor or department head within ten (10) working days of the occurrence of facts giving rise to the grievance or within ten (10) 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 representative(s), with or without the grievant(s), shall, within ten (10) working days from the 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 representative(s) and the grievant(s). The Chief Librarian shall render a written decision within fifteen (15) working days from the date the written grievance is submitted.

Article 8, Grievance and Arbitration, continued:

Step 3

If the grievance is still not resolved, the Union representative(s), 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).

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 Board of Trustees' decision to deny said grievance. The Union, with or without the grievant(s), may appeal to the Mayor for a hearing. The Mayor or his/her designee will have fifteen (15) working days after the hearing to render a written decision.

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.

Section 8.4 ALTERNATE CHOICE OF REMEDY

Under certain circumstances, an employee may have rights granted under MA General Law, including the right of appeal. Should an employee elect to exercise such rights, the matters shall be excluded from the Grievance and Arbitration procedures of this Agreement and an Arbitrator shall 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 MA General Laws.

ARTICLE 9

SENIORITY

{Amended FY19 – FY21}

The length of service of the full time employee in the bargaining unit shall determine the seniority of the employee. The years of seniority for benefited hourly employees shall be prorated according to the numbers of hours worked.

A seniority list shall be maintained by the Union and provided to the Employer on an annual basis, subject to the Employer's approval. If the Employer disagrees with said 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 two (2) 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 10
HOURS OF WORK
{Amended FY24 – FY26}

Section 10.1 **STAFF POSITIONS**

[Amended FY24 – FY26]

Staff members are expected to leave the building when the Library closes for the day. 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 usually 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.

Section 10.2 **SUNDAY HOURS**

The Library opens on Sundays from 1PM to 5PM, 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 (6) Sundays worked equals one (1) week off.

Section 10.3 **SCHEDULING EXCEPTIONS**

[Amended FY24 – FY26]

The employment positions currently in the Fitchburg Public Library shall work the number of hours as provided for below.

- A regular full time, salaried employee shall work thirty-five (35) hours per week;
- A benefited, part time, hourly employee shall work twenty (20) hours or more per week;
- An unbenefited, part time, hourly employee shall work 19 hours or less per week on average.

Section 10.4 **FLEXIBLE SCHEDULING**

[Amended FY24 – FY26]

Flexible scheduling is scheduling in which the Library's hours of operation differ from the regular, established hours of operation. Flexible scheduling may be used to meet departmental and/or business needs. Both the department head and the employee must agree on the schedule change. Flexible scheduling does not imply an increase or decrease in the usual number of hours worked.

Section 10.5 **UNANTICIPATED CLOSING**

[Amended FY24 – FY26]

When it becomes necessary to close the Library due to malfunctions with building HVAC or plumbing systems, power outage, inclement weather, City mandate, or in the event of an emergency, staff not already on the job will be notified that they are not to report for work; staff currently at work will be dismissed when the Library closes, or when their regularly scheduled shift is completed, whichever comes sooner. Salaried staff are not required to make up the lost time due to an early or unanticipated closing. Hourly staff dismissed or notified not to report will be paid for the full number of hours they were scheduled to work.

Staff members not scheduled to work on such days shall not receive flex time. Staff do not lose or earn flex time when the library is closed.

ARTICLE 11
COMPENSATION
{Amended FY24 – FY26}

Section 11.1 **LONGEVITY**

Longevity awards are made to employees to recognize his/her continuous years of service with the City and shall be paid as follows:

A. Full Time Employees

YEARS OF SERVICE	ANNUAL AWARD
5 through 9	\$345
10 through 14	\$689
15 through 19	\$1,035
20 through 24	\$1,378
25 through 29	\$1,723
30 and Over	\$2,067

Payments shall be paid on an annual basis and shall be paid in the first payroll period of December, as per the following schedule:

B. Part Time, Benefited Employees

Benefited employees working twenty (20) hours per week shall receive longevity awards after five (5) years of continuous service. Payment will be in the amount of one-half (1/2) of the amount received by full time employees.

C. Retiring Employees

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 in 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 on the scale listed below:

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

Section 11.2 **WAGES**

[Amended FY24 – FY26]

a. The following wage adjustments shall be made:

- A **0%** wage increase shall become effective July 1, 2023;
- A **1%** wage increase shall become effective July 1, 2024 and;
- A **2%** wage increase shall become effective July 1, 2025.

The Mayor and Director of Human Resources shall have the final determination of a new hire's compensation as defined on the wage matrix included in this Agreement, in addition to any grade/step adjustment to a current employee's compensation.

Article 11, Compensation, continued:

The wage matrix, attached as **Appendix A**, shall be adjusted as follows:

- The first 7 steps shall be eliminated from the current matrix. The existing steps, 8, 9 and 10, shall be renumbered so that step 8 becomes the new step 1, step 9 becomes the new step 2 and step 10 becomes the new step 3. Seven (7) steps shall be added as steps 4 through 10 to the new matrix.
- There will be a 3% differential between steps.
- All steps will remain at 2 years in duration.
- Employees stay in their current grade and step on the new matrix.
- Employees will retain their current step increase schedule.
- Wages will be retroactive to July 1, 2023, unless specifically provided for.
- Retroactive compensation shall only be granted to current employees or to employees who have retired from the City of Fitchburg within the contract period or are receiving Worker's Compensation benefits in accordance with the current CBA, within the contract period, as of the date of ratification.
- Wage Matrix Title Changes:
 - a. Change "Professional" to "Librarian" on Grade 4.
 - b. Add "Senior Library Technician" to Grade 3.
 - c. Change "Library Assistant" to "Library Technician" on Grade 2.
- b.** Eliminate subparagraphs a through d, f and g from Section 10.3 in existing CBA.
- c.** Renumber Section 10.3, Wages, to Section 10.2.
- d.** Renumber existing Section 10.2, Other Wage Provisions, to Section 10.3.
- e.** Move the following language from section 10.3 to new section 10.2:

Section 11.3 **OTHER WAGE PROVISIONS**

- a.** Effective July 1 2015, all Fitchburg Public Library Staff Association members are required to participate in direct deposit for payroll processing requirements. In the future and after the City upgrades the MUNIS accounting system or similar payroll system, the City will implement an electronic online employee time management system for all members. The system will manage hours worked, vacation, sick and personal time.
- b.** 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 (6) months but in no event more than twelve (12) months from the date of the denial of advancement. All Association members shall receive a written evaluation by their supervisor on an annual basis.

ARTICLE 12
COMPENSATORY TIME
{Amended FY19 – FY21}

- a.** Compensatory time shall be earned by full time employees who work beyond their regularly scheduled workday or workweek. Such time will be earned on an hour for hour basis for employees who work forty (40) hours or less per week.
- b.** An employee who works in excess of forty (40) hours within his/her work week shall earn compensatory time at time and one – half (1½) in lieu of monetary overtime compensation.

Article 12, Compensatory Time, continued:

- c. Should any conflict arise in the terms of this Article or any provision(s) contained herein, such conflict(s) shall be resolved as per the U.S. Department of Labor Wage and Hour Division, Title 29, Part 778, of the Code of Federal Regulations.
- d. Compensatory time may not exceed fifteen (15) hours within a two (2) week period, unless the business needs of the department require the same, however, in no case shall compensatory time exceed thirty (30) hours within a one (1) month time period.
- e. Any compensatory time to be earned or used must be approved by the employee's department head prior to such credit or usage.
- f. When a legal holiday falls on an employee's day off, seven (7) hours of compensatory time shall be credited for full time staff members. Benefited employees will be credited with twenty percent (20%) of their work week.

ARTICLE 13

OVERTIME

{Amended FY24 – FY26}

Compensatory time shall be given in lieu of monetary compensation in accordance with the provisions of Article 12 of this Agreement.

Hours worked on Sunday(s) shall be paid in accordance with Article 10, Section 10.2 of this Agreement.

ARTICLE 14

HOLIDAYS

{Amended FY24 – FY26}

The Library is closed on the following days, which shall be considered paid holidays, as well as any other day that may be declared to be a Holiday by the Mayor of the City of Fitchburg:

HOLIDAYS		
❖ New Year's Day	❖ Memorial Day	❖ Veteran's Day
❖ Martin Luther King Day	❖ Juneteenth	❖ Thanksgiving Day
❖ President's Day	❖ Fourth of July	❖ Day after Thanksgiving
❖ Patriot's Day	❖ Labor Day	❖ Christmas Day
	❖ Columbus Day	

Employees covered by this Agreement are also granted a floating holiday in exchange for the "Day after Thanksgiving Day" only if and when customer demand makes it inadvisable to close the library. The floating holiday must be taken between Thanksgiving and December 31st of each applicable year.

When any of the above holidays fall on Sunday, that holiday will be recognized and observed on the following Monday. When any of the above holidays fall on Saturday, the preceding Friday will be observed as the holiday. In the event that Juneteenth, July 4th or Veteran's Day fall on a weekend day and the Library is scheduled to be open, benefited employees will receive a floating holiday.

All floating holidays must be utilized by December 31st of the applicable year.

ARTICLE 15
LEAVES OF ABSENCE

{Amended FY24 – FY26}

Section 15.1 **BEREAVEMENT**

In the event of death in the immediate family of an employee, the employee shall be entitled to a reasonable period of paid leave from his/her scheduled work shifts for the purpose of attending funeral services or for arranging burial.

Immediate family shall be defined as the employee's father, mother, step-father, step-mother, spouse, brother, sister, daughter, son, step-brother, step-sister, step-son, step-daughter, grandchild, grandparent, father-in-law, mother-in-law or a blood relative residing within the employee's household.

Three (3) days of said leave may be granted without loss of pay. Leave for this purpose is in addition to and not charged against regular sick leave or vacation credits. The Chief Librarian shall have discretion to extend the bereavement leave to five (5) days in exceptional circumstances.

In the event of the death of the employee's uncle, aunt, brother-in-law, sister-in-law or the employee's spouse's grandparent, uncle or aunt, the employee shall be granted one (1) day off to attend the funeral.

In the event of a former long term employee or director, the assistant director may attend the funeral as a representative of the staff and shall not be required to take a personal day. 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 may attend the funeral.

Section 15.2 **FAMILY MEDICAL LEAVE ACT (FMLA)**

[Added FY19 – FY21]

The City agrees to fully cooperate and comply with all local, state and federal laws related to the Family Medical Leave Act.

Section 15.3 **JURY DUTY**

Library staff who are summoned for jury duty will be given the time off with pay.

An employee shall be paid for that time spent directly fulfilling his/her 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 compensatory 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 be credited with 1/2 hour; s/he can work until 4:30 p.m. and break-even; or s/he cannot 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.

Section 15.4 **MILITARY LEAVE**

{Amended FY19 – FY21}

The City shall cooperate in and comply with all local, state and federal laws relative to Military Leave taken by employees covered under this Agreement.

Section 15.5 **PARENTAL LEAVE**

{Amended FY19 – FY21}

The Parental Leave Act expands the current maternity leave law, pursuant to M.G.L. c. 149, §105D. This gender neutral law provides up to eight (8) weeks of unpaid leave for the purpose of giving birth or for the placement of a child under the

Article 15, Leaves of Absence, Parental Leave, continued:

age of eighteen (18) or age twenty-three (23) if the child is mentally or physically disabled, for adoption. Both men and women are entitled to Parental Leave, provided the following:

- Such Leave shall apply to employees, classified as full time and benefited only and who have completed at least three (3) months of her/his required probationary period;
- Such Leave shall be unpaid, unless the employee chooses to use accrued personal, sick or vacation leave;
- Said employee must provide a two (2) week notice of departure seeking such Parental Leave and a two (2) week notice of the employee's intention to return or as soon as is practicable if a delay is due to reasons beyond the employee's control;
- If an employee who is absent due to an approved Parental Leave fail to return to work upon the expiration of such leave, the employee shall be considered to have voluntarily terminated his/her employment with the City;
- Should two (2) employees of the City give birth to or adopt the same child, the two (2) employees are entitled to an aggregate of (8) weeks' leave;
- Parental Leave shall run concurrently with the Family Medical Leave Act (FMLA) and;
- The City shall comply with all local, state and federal laws related to the Parental Leave Act.

Section 15.6 **SICK LEAVE**

Section 15.6.1 **ACCUMULATION AND UTILIZATION**

A. ACCUMULATION

1. All benefited Library employees, except new employees, shall be granted fifteen (15) days of sick leave (based upon a five (5) day work week) on January 1 of each calendar year. Sick leave is cumulative to three-hundred thirty-four (334) days.
2. New employees shall be entitled to one and one-quarter (1¼) days of sick leave per month through the first year of their employment through the first year of their employment, at the end of which year fifteen (15) additional days will be added to their accrued sick leave balance. On the January 1st immediately following this anniversary, they shall be credited with fifteen (15) days' sick leave for the succeeding calendar year, the same as other regular employees.

B. UTILIZATION

{Amended FY24 – FY26}

1. Under City regulations, for an illness in excess of three (3) days, the Chief Librarian will require a doctor's certificate and/or note, at the expense of the employee. In the case of a serious illness, the Chief Librarian will require the doctor to certify that the employee is ready to return to work.
2. A doctor's certification and/or note may be required by an employee's Department Head and/or Division Manager if an employee is absent for three (3) or more consecutive days or if the Division Manager has reasonable cause to believe that the employee is abusing his/her Sick Leave.
3. Staff members who have used all of their sick leave may make arrangements with their department head to charge additional sick leave days to compensatory or vacation time. The office should be notified immediately when such arrangements are made. After an employee has exhausted all his/her earned accumulated sick leave, extended sick leave with pay may be granted upon recommendation and approval of the Mayor.
4. An employee who becomes a foster parent may use accrued personal, vacation or up to thirty-seven and one-half (37½) hours of sick leave for the purposes of transitioning the child into the foster family and/or attending official meetings with the Department of Social Services.
5. If an employee must leave work early due to illness, said employee shall be given credit for the time s/he was at work, by earning compensatory time. Such illnesses must be reported before leaving the building.

Article 15, Leaves of Absence, Sick Leave, continued:

Examples:

- a. If an employee reports for work at 8:30AM and goes home at 10:30AM, s/he will earn two (2) hours of compensatory time and will be charged for one (1) full sick day.
 - b. If an employee reports for work and goes home at 2:00PM, s/he will be charged for one-half (1/2) of a sick day and may use the remaining hours as compensatory time.
6. Employees who have accrued Sick Leave may use up to five (5) days per year to care for a family member, if said employee has used all of his/her vacation and personal leave days. Such days will be subtracted from their allotted amount of accrued leave. An employee using these sick days in any given month shall not accrue personal leave.

Section 15.6.2 SICK LEAVE PERSONAL DAYS

A. ACCRUAL

1. Benefited employees who do not use Sick Leave within a calendar month shall be granted a one-half (1/2) day of personal time for that month. Such personal time shall be cumulative to eight (8) days.
2. Benefited employees who do not use Sick Leave for six (6) consecutive calendar months shall be granted one (1) additional bonus day.

B. BUYBACK

1. Current Employees

Benefited employees who have accumulated six (6) or more earned days may exchange or buyback up to five (5) earned days at the employee's regular daily rate times the number of days exchanged.

2. Retirement or Death of Employee

Upon separation of employment by means of retirement or death, the City agrees to pay to each permanent employee eligible to earn sick leave, or in the case of the employee's death, to the employee's spouse, designated beneficiary, next of kin or his/her estate, in that order unless specified in writing by said employee, an amount of money equal to twenty-five percent (25%) of such employee's unused accumulated sick leave, on the date of his/her retirement or death, but in no case shall the City's obligation exceed Ten Thousand Dollars (\$10,000).

A day's pay, for purposes of this section, shall be computed as 1/5th of the employee's regular average weekly pay on such date

In order to become eligible for this payment the employee, beneficiary or executor/executrix of the employee's estate must apply, in writing, to the City within sixty (60) days from the date of death or separation of employment.

C. UTILIZATION

[Added FY24 – FY26]

Sick Leave Personal Days (PTO / Personal Time Off) shall be used in half day increments only.

Section 15.6.3 SICK LEAVE BANK

The Parties agreed to cooperate in the establishment of a Sick Leave Bank, effective January 1, 2003. Such Bank was established with the guidelines set forth below and shall be followed by the Employer and the Union member employees.

Article 15, Leaves of Absence, Sick Leave Bank, continued:

A. ESTABLISHMENT

1. 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.
2. Each eligible member of the Union who elects to participate in the Bank shall initially contribute three (3) days of accumulated sick leave.
3. If the minimum number of fifty (50) 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.

B. MEMBER PARTICIPATION REQUIREMENTS

Members of the Union shall be eligible to participate in the Bank as follows:

1. Each member must have at least three (3) years of continuous employment with the City and at least thirty (30) days of accumulated sick leave at the time of initial contribution.
2. Part-time benefited employees must have accrued 30 days sick leave to join and may join by contributing three (3) days to the Bank.
3. Only members who have contributed to the Bank shall be eligible to receive Sick Leave time from the Bank.
4. Individuals who wish to participate in the Bank must provide thirty-five (35) days' written notice of his/her intent to participate to his/her Supervisor in order to become a participating member of the Bank. Such written notice shall be required prior to participation and/or utilization of the Sick Bank.
5. Any new participating member shall contribute five (5) days to the Bank.

C. ADMINISTRATION OF BANK AND TERMS OF EMPLOYEE UTILIZATION

1. Administration of 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 Director of Human Resources. The committee shall consider the eligibility of members who shall be able to draw from the Bank. Any decision of the committee is final and binding and not subject to grievance procedure.

2. Terms of Employee Utilization

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. A member employee who is receiving Worker's Compensation benefits may not utilize the Bank.
5. Upon compliance with the foregoing criteria, the committee may issue a grant of Sick Leave 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 one hundred (100) days in any twelve (12) month period.

D. BANK RESERVE REQUIREMENTS AND MEMBER DONATIONS

1. The Bank shall maintain a minimum of fifty (50) days in reserve. Should the number of days fall below fifty (50), each participating member shall be required to contribute additional days in accordance with Section 20.6.3, A, Establishment.
2. The total number of days held in reserve shall not exceed three hundred (300).
3. Members shall not forfeit earned personal time for donating Sick leave days to the Bank.

Section 15.7**VACATION**

{Amended FY24 – FY26}

When employees first become employed by the City of Fitchburg, they are eligible for vacation after 6 months of employment (or at the end of their probationary period, whichever is longer) on their anniversary date based on the month in which they were hired, as listed below. This includes the assumption that the employee will work through the end of the calendar year.

Employees become eligible for the next vacation increment level on the anniversary date of the current year if your hire date falls between January and June of that year. If your hire date falls between July and December, you will be eligible for the additional week on the January 1 of the following year in which your anniversary occurs.

A. PROFESSIONAL**1. DEFINITION**

- Defined as a full time employee holding a Graduate Degree or equivalent years of experience;
- Includes positions in Grades 6 through 9 on wage matrix

Month of Hire	Non Exempt/Exempt
January	3 weeks in July
February	3 weeks in August
March	3 weeks in September
April	2 weeks in October
May	2 weeks in November
June	2 weeks in December
July	None – 3 weeks in January of following year
August	None – 3 weeks in February of following year
September	None – 3 weeks in March of following year
October	None - 3 weeks in April of following year
November	None - 3 weeks in May of following year
December	None - 3 weeks in June of following year

2. MAXIMUM ACCRUAL

The maximum vacation accrual for Professional employees, as defined above, is as follows:

Completed years of Service	Grades 6 through 9
1 through 4	3 weeks
5 through 14	4 weeks
15 or more	5 weeks

B. LIBRARY TECHNICIAN**1. DEFINITION**

- Defined as an entry level, benefited position/employee;
- Includes positions in Grade 5 on wage matrix

Month of Hire	Non Exempt/Exempt
January	2 weeks in July
February	2 weeks in August
March	2 weeks in September
April	1 weeks in October
May	1 weeks in November
June	1 weeks in December
July	None – 2 weeks in January of following year
August	None – 2 weeks in February of following year
September	None – 2 weeks in March of following year
October	None - 2 weeks in April of following year
November	None - 2 weeks in May of following year
December	None - 2 weeks in June of following year

Article 15, Leaves of Absence, Vacation, continued:

2. MAXIMUM ACCRUAL

The maximum vacation accrual for Library Technician employees, as defined above, is as follows:

Completed years of Service	Grade 5
1 through 4	2 weeks
5 through 9	3 weeks
10 through 14	4 weeks
15 or more	5 weeks

C. OTHER VACATION PROVISIONS

[Added FY24 – FY26]

1. All vacation usage shall require prior approval from and shall be granted at the discretion of the appropriate supervisor, according to the needs of the applicable department. Such vacation requests shall be made in writing. Employees shall be allowed to carry over no more than five (5) days into the next calendar year. The Library Director may, with the approval of the Mayor, allow such week to be taken in some other manner if the needs of the Department permit.
2. As per the Code of the City of Fitchburg, Ch. 35, §7, an employee who has been employed with the City for five or more consecutive years shall be allowed, in each calendar year, to exchange up to two week's pay for up to ten (10) vacation days. Employees employed for less than five (5) years shall be allowed, in each calendar year, to exchange one (1) week's pay for five (5) vacation days.
3. Vacation leave shall be used in half day increments only.
4. Vacation leave must be taken in the calendar year in which it is earned except that, an employee may carry forward one (1) week of vacation from a previous year provided, however, that s/he takes such vacation week together with no more than two (2) weeks of his/her vacation earned in the next calendar year at one time. The Library Director may, with the approval of the Mayor, allow the one (1) carryover week to be taken in some other manner if the needs of the Department permit.
5. This revised vacation matrix/schedule is effective with the execution of this Agreement and shall not be applied retroactively to any current employee's vacation leave.
6. Part time non-benefited employees are eligible for vacation leave without pay. Such leave shall be submitted in writing to and approved by the employee's Department Head prior to such leave. The Library Director shall have sole discretion for the final determination of such request and approval.

ARTICLE 16

HEALTH AND WELFARE

{Amended FY19 – FY21}

Section 16.1 INSURANCE

A. Full Time 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 (PEC). 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 (1) month in advance.

The City shall provide:

- a. Life Insurance coverage in the amount of Fifteen Thousand Dollars (\$15,000);
- b. Medical Insurance, either Blue Cross/Blue Shield, with options of Blue Care Elect, Blue Choice, HMO Blue or other similar insurance plan;

Article 16. Health and Welfare, continued:

An 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 One Hundred percent (100%) of the premium.

B. Hourly Employees

Hourly employees who work at least twenty (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 this benefit, that one (1) day equals twenty percent (20%) of the total hours that the employee is allowed per week.

Said benefits include:

1. Sick Leave, as provided for salaried employees;
2. Paid vacation, as provided for salaried employees in a comparable classification;
3. Paid holidays; as provided for salaried employees;
4. Insurance benefits, as set forth and in accordance with section (A) of this article;
5. 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.
 - a. Non benefited employees are required to participate in an investment plan, currently administered by VOYA, which is paid to the employee after age 55, with no penalty.

Section 16.2 **MODIFIED/LIGHT DUTY POLICY**

{Added FY19 – FY21}

1. The terms and provisions of the within modified duty policy will not alter, modify, supersede or exempt the City's statutory rights and obligations.
2. The City reserves the right to modify this policy at the City's sole discretion. The City will provide the Union with advance notice of any proposed modifications. The Union may request in writing to bargain over such proposed changes within 10 calendar days. Otherwise, the City may modify this policy as indicated.
3. Modified duty assignments are intended as temporary in nature, and are provided as alternative work assignments where an employee's physician indicates in writing that the employee is unable to return to said employee's regular position and/or normal duties due to a work-related and non-work related injury.
4. The treating physician's statement is required when requested by the City and therefore will be used to determine suitability for available modified duty assignments, including hours, limitations, and reasonable occupational accommodations, if necessary.
5. All determinations as to suitability and availability of modified duty assignments shall be made by the Department Head or Department Head's designee. Instruction, direction and training, if necessary, will be provided to the employee by the Department Head or Department Head's designee. Hours, location, parking and the like of any modified duty assignment will be provided to the employee prior to beginning said assignment.
6. Employees working a modified duty assignment may be subject to disciplinary action in obvious cases of misconduct including, but not limited to the following and/or other similar inappropriate behavior:
 - failure to appear at scheduled shifts;
 - frequent absences;
 - insubordination;
 - violence

The City retains the power to discipline employees for just cause in accordance with the parties' collective bargaining agreement.

7. If the employee, after a temporary period in modified duty assignment, remains unable to return to full duties in the employee's regular position, the City has the right to implement the City's statutory rights with respect to said employee.

Article 16. Health & Welfare, Modified/Light Duty Policy, continued:

8. The City will not be required to provide the Union with any medical statements or reports. The employee may provide said documents to the Union at employee's sole discretion.

Section 16.3 REST AND LUNCH PERIODS

Rest and lunch periods are essential to the productivity and good health of all employees. A fifteen (15) minute break is provided for each three and one-half (3½) 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 employee's supervisor prior to its implementation. Compensatory time may not earned by foregoing morning or afternoon breaks or the minimum of a one-half (1/2) hour lunch.

Section 16.4 WORKER'S COMPENSATION

[Amended FY19 – FY21]

The City agrees to fully cooperate and comply with all local, state and federal Worker's Compensation laws.

At the option and request of the employee, the City will calculate, process and include the difference between the Worker's Compensation amount and the employee's regular base bi-weekly pay in accordance with the City's bi-weekly payroll processes and policies. The equivalent amount of time shall be deducted from the employee's accrued vacation, personal or sick time. If the employee elects to use sick time to offset the Worker's Compensation amount, s/he will not accrue personal time.

If the City or the Department of Industrial Accidents recognizes liability, an employee shall not lose seniority, vacation, sick leave accrual or other benefits while on Worker's compensation, provided the same is due and payable. However, in no event should vacation, sick or personal leave or other benefits accrue after the second year of absence.

Effective July 1, 2018, Worker's Compensation leaves shall run concurrently with Family Medical Leave (FMLA).

ARTICLE 17
EDUCATION BENEFITS AND INCENTIVES

{Amended FY24 – FY26}

The City recognizes the importance of educational development and professional growth of its employees. As such, the City and the Union agree to adhere to the provisions of this Education policy, as provided for below.

Section 17.1 COURSE APPROVAL AND REIMBURSEMENT

The City shall pay and/or reimburse employees for the cost of registration fees and books for educational courses and/or training. Payment and/or reimbursement for such training and/or courses must adhere to the following guidelines as provided for below.

A. EDUCATION FEE AGREEMENT

Employees are required to sign an Employee Fee Agreement related to reimbursement of training costs regarding uncompleted training, unsatisfactory or non-passing grade, or separation from employer within two (2) years. Employees must sign such Agreement before approval shall be granted. See **Appendix B**.

B. COURSE APPROVAL

- a. All courses must be relevant to the employee's current position within the department and/or division;
- b. Employees must submit a written request to the Chief Librarian and Board of Trustees prior to enrolling in any course and/or training. Approval must be obtained by the aforementioned prior to the attendance at such training and/or educational course;

Article 17, Education Benefits and Incentives, continued:

- c. Approval for training and attendance shall be granted based upon the needs of the department and is subject to available funding. The approval and selection for attendance at such training of one employee member over another shall be determined at the discretion of the Chief Librarian;
- d. The employee must successfully complete the course and obtain a grade of "B" (80 – 89) or higher. In the event of a pass/fail course, the employee must receive a "Pass" determination.

C. REIMBURSEMENT

- a. The City shall pay and/or reimburse employees for the cost of applicable registration fees, tuition and books for educational courses and/or training, so long as the aforementioned provisions have been satisfied;
- b. Vehicle mileage or other automotive expenses to and from the location of the educational course shall not be included in said reimbursement.

D. EDUCATION INCENTIVE

[Added FY19 – FY21]

- a. Subject to documentation provided by the employee and the recommendation of the Chief Librarian and/or approval by and discretion of the Mayor, a higher education incentive shall be paid once per achievement for any educational degree earned by the employee during his/her employment with the City and deemed to be of value to the employee's job performance;
- b. An incentive shall not be paid for such educational degree obtained prior to the employee's hire date with the City of Fitchburg;
- c. Payments of such incentive shall not be subject to the grievance and arbitration process as detailed in this Agreement;
- d. The higher education incentives shall be paid, in accordance with the provisions above, as follows:

I. Degree Programs

DEGREE	INCENTIVE
Associate	\$ 500
Bachelor's	\$ 750
Master's	\$1,000
Doctoral	\$1,200

II. Course Work

An employee covered by this Agreement who does not hold a Library Science degree (Undergraduate or Graduate) may, with the approval of the Library Director, take any one or all of the four (4) Basic Library Techniques courses offered by the Massachusetts Library System (MLS).

COURSE	INCENTIVE
Administration	\$ 75
Cataloguing	\$ 75
Collection Development	\$ 75
Reference	\$ 75

If all four (4) courses are completed and passed within a three (3) year period, an incentive of \$50 shall be awarded in addition to the \$300 in incentives, as provided for above.

Section 17.2 **ELIGIBLE EDUCATION PROGRAMS**

{Amended FY19 – FY21}

A. Course Work

Any employee who desires to take a work related course shall submit a request of approval to his/her supervisor and the Chief Librarian. Upon approval, a full time employee may receive up to four paid hours off per week, for the duration of the course. Such time shall not be charged against any of the employee's accrued balances.

A part time employee shall receive up to two paid hours off per week, which shall be paid at the employee's base hourly rate for the duration of the course. Such time shall not be charged against any of the employee's accrued balances.

B. Extended Leave for Research and/or Study

- a. After three years of continuous service, an extended leave, for the purpose of study and/or research, with full or partial pay and benefits for up to one year, may be granted to a full time, benefited library employee by the Board of Trustees, on and with the recommendation of the Chief Librarian. Benefits shall include any insurance benefits for which the employee was enrolled in or eligible for prior to such leave. The determination of the employee's full or partial compensation, at his/her base rate of pay, shall be contingent upon the approval of the Board of Trustees, recommendation of the Chief Librarian and availability of funds.
- b. Employees on an approved and extended leave for such purpose(s), shall not accrue personal, sick or vacation leave during such approved extended leave. The employee shall be eligible for insurance benefits for which s/he was enrolled in or eligible for prior to such leave. The employee shall continue to accrue seniority for a period of one (1) year from the date of extended leave.
- c. Employees must submit a written request and application for such leave to the Chief Librarian and the Board of Trustees. Said application must be submitted one (1) year prior to such leave.
- d. No more than one (1) full time, benefited employee may be on such extended leave at any one time within a one (1) year period.
- e. Successful applicants shall be granted compensation in accordance with subsection 1. Such compensation, when coupled or combined with any scholarship, grant or financial aid, shall not exceed the salary to which the employee would have been entitled.
- f. In the event the number of applicants exceeds the number of extended leaves which the Board of Trustees or the Chief Librarian plan to grant within a one (1) year period, such leaves shall be granted in accordance with subsection 1 and on the basis of the value of the proposed leave to the Fitchburg Public Library.
- g. Before accepting any such extended leave, the employee shall enter into a written agreement to return to active employment within the Fitchburg Public Library for a period of at least two (2) years of service. If the employee leaves before the aforementioned two (2) years of service, s/he shall be required to reimburse the City the portion of salary s/he received during such leave, in addition to any associated costs related to such research and/or study for which the City has paid.
- h. The employee may be released from such reimbursement if her/his failure to complete the two (2) year requirement is due to disability or death, provided a written physician's certification or proof of loss is submitted to the Board of Trustees or the Chief Librarian.
- i. An employee returning from an extended leave shall be placed on the step of the wage matrix s/he would have attained had s/he remained in the Fitchburg Public Library's employ.
- j. Employees may not apply for a second extended leave until s/he has completed three (3) consecutive leave since her/his most current leave.
- k. Upon completion of the leave, or at any time requested during the leave, the employee shall submit a written report to the Chief Librarian containing transcripts of all college and/or university work done while on leave, together with any applicable and appropriate material considered to be essential to an evaluation of her/his program.

Article 17, Education Benefits and Incentives, continued:

- I. While on leave, the employee shall not engage in full time remunerative work, which s/he was not already performing prior to such leave, unless approved in writing by the Chief Librarian. The scholarships and fellowships in approved colleges/universities which do not interfere with the prescribed program of professional development are allowed.

C. Graduate Library Science Program:

- a. After an employee has been continuously employed by the Library for at least one (1) year and has received approval from the Chief Librarian, s/he may be granted one (1) paid day off per week to attend school for the purpose of obtaining a Master's Degree in Library Science. Additionally, the employee shall be granted four (4) paid weeks off to attend school, in addition to the vacation time for which s/he is eligible.
- b. Employees must submit a written request to and receive approval from the Chief Librarian and the Board of Trustees prior to enrolling in any class or degree program. Such written request must be submitted six (6) months prior to the beginning of the class.
- c. An employee may take up to five (5) summers to obtain such degree, however, the program must be completed within six (6) years.
- d. Before enrolling in any class and after receiving the aforementioned approval, the employee shall enter into a written agreement to return to active employment within the Fitchburg Public Library for a period of at least two (2) years of service. If the employee leaves before the aforementioned two (2) years of service, s/he shall be required to reimburse the City the portion of salary s/he received during such leave, in addition to any associated costs related to such research and/or study for which the City may have paid.
- e. The employee may be released from such reimbursement if her/his failure to complete the two (2) year requirement is due to disability or death, provided a written physician's certification or proof of loss is submitted to the Board of Trustees or the Chief Librarian.
- f. Employees attending school in accordance with the aforementioned approval process, shall continue to accrue personal, sick and vacation leave in the same manner as which other full time unit members accrue such leave benefits. Benefits shall also include seniority, as well as any insurance benefits for which the employee was enrolled in or eligible for prior to such leave.

ARTICLE 18

TELEPHONE USAGE POLICY

[Added FY19 – FY21]

All employees covered by this Agreement shall receive the Telephone Usage policy and shall be required to sign an acknowledgment of receipt and understanding of said policy, which appears as **Appendix C** of this Agreement.

ARTICLE 19

VACANCIES

{Amended FY24 – FY26}

Section 19.1

DEFINITION

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.

Section 19.2

POSTING OF VACANCY

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.

Section 19.3**INTERNAL APPLICANTS**

Employees, interested in such position, shall apply in writing by completing an application for the position at the Library, Human Resources office or online 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, the appropriate Department Head and the Director of Human Resources. In the event of a Department Head being hired, the interviewers will include the Chief Librarian, Director of Human Resources and an employee within the same classification as 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.

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.

Section 19.4**PROBATIONARY PERIOD***{Amended FY24 – FY26}*

All employees are required to complete a six (6) month probationary period during which the individual is trained for effective performance in the position. A written performance appraisal is carried out for each employee at the end of ninety (90) days. Throughout this period, the employee's supervisor shall discuss with the employee her/his strengths, weaknesses and make recommendations for improvement. The employee shall be given a second written performance appraisal at the end of six (6) months.

Section 19.5**RESIGNATION/RETIREMENT**

Resignations and retirements are submitted in writing to the Chief Librarian. While one (1) months' notice is requested, staff members in professional positions shall give a longer notice if possible.

An employee who resigns or retires will have an exit interview with his/her 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.

Section 19.6**TEMPORARY EMPLOYEES***{Amended FY19 – FY21}*

Temporary employees may occasionally be hired in accordance with established hiring policies and procedures to substitute for or to supplement regular staff or to accomplish short term tasks. Temporary employees drawn from various employment training programs may also be hired. Temporary employees shall not be members of the Union.

ARTICLE 20
DISMISSALS*{Amended FY24 – FY26}*

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

A. Probationary Employees

Each employee will serve a six (6) month probationary period, computed on the basis of time actually at work, during which demotions, suspensions and/or discharges or layoffs are not subject to the Grievance and Arbitration Procedures, Article 8.

Article 20, Dismissals, continued:

B. Dismissal Procedure

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

1. Written notice will be given to the employee of deficiencies in performance or other cause.
2. A reasonable time will be allowed for the employee to correct such deficiencies.
3. 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.

C. Suspensions

If the Chief Librarian believes that immediate action is warranted, s/he may suspend, without pay for just cause, any Library employee.

1. Such employee shall be given written notice of the reasons for suspension, within 24 hours of such suspension;
2. 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;
3. 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;
4. The employee shall be considered dismissed if:
 - a. S/he does not request a hearing;
 - b. If neither the Chief Librarian nor the Trustees find for reinstatement. Decision regarding termination may be appealed to the County Superior Court.

ARTICLE 21
STAFF EVALUATION
{Amended FY24 – FY26}


Section 21.1 **ANNUAL PERFORMANCE REVIEW**

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 is identified as **Appendix D** to this Agreement.



In witness whereof, the Parties hereto set their hands and seals on this _____ day of December, **2023**.

City of Fitchburg:


Mayor Stephen L. DiNatale


Susan A. Davis
Director of Human Resources


Deborah T. Hinkle
Library Director

Fitchburg Library Staff Association:


Angela Lopez
Negotiation Team Member


Ashley Kenney
Negotiation Team Member


Molly Dineen
Negotiation Team Member



APPENDIX A
City of Fitchburg / Fitchburg Public Library Staff Association
Wage Matrix
FISCAL YEARS 2024 - 2026

			Year(s) to Next Step	2	2	2	2	2	2	2	2	2	2
Grade	Title		Step	1	2	3	4	5	6	7	8	9	10
FULL-TIME SALARY													
9	Librarian/Supervisor		7/1/2023	1,404	1,447	1,490	1,535	1,582	1,630	1,679	1,730	1,782	1,836
	Assistant Director		7/1/2024	1,418	1,461	1,505	1,550	1,598	1,646	1,696	1,747	1,800	1,854
	Public Services Supervisor		7/1/2025	1,446	1,490	1,535	1,581	1,630	1,679	1,730	1,782	1,836	1,891
	Technical Svcs Supervisor												
8	Librarian		7/1/2023	1,189	1,224	1,261	1,299	1,338	1,379	1,421	1,464	1,508	1,554
			7/1/2024	1,201	1,236	1,274	1,312	1,351	1,393	1,435	1,479	1,523	1,570
			7/1/2025	1,225	1,261	1,299	1,338	1,378	1,421	1,464	1,509	1,553	1,601
7	Circulation Supervisor		7/1/2023	1,084	1,117	1,151	1,186	1,222	1,259	1,297	1,336	1,377	1,419
	Library Operations Coordinator		7/1/2024	1,095	1,128	1,163	1,198	1,234	1,272	1,310	1,349	1,391	1,433
			7/1/2025	1,117	1,151	1,186	1,222	1,259	1,297	1,336	1,376	1,419	1,462
6	Pre-Professional		7/1/2023	1,010	1,041	1,073	1,106	1,140	1,175	1,211	1,248	1,286	1,325
	Senior Library Technician		7/1/2024	1,020	1,051	1,084	1,117	1,151	1,187	1,223	1,260	1,299	1,338
			7/1/2025	1,040	1,072	1,106	1,139	1,174	1,211	1,247	1,285	1,325	1,365
5	Library Technician		7/1/2023	796	820	844	870	897	924	952	981	1,011	1,042
			7/1/2024	804	828	852	879	906	933	962	991	1,021	1,052
			7/1/2025	820	845	869	897	924	952	981	1,011	1,041	1,073
PART-TIME (HOURLY RATES)													
4	Librarian (Gr 8)		7/1/2023	33.97	34.97	36.03	37.11	38.23	39.40	40.60	41.83	43.09	44.40
			7/1/2024	34.31	35.31	36.40	37.49	38.60	39.80	41.00	42.26	43.51	44.86
			7/1/2025	35.00	36.03	37.11	38.23	39.37	40.60	41.83	43.11	44.37	45.74
3	Pre-Professional (Gr 6)		7/1/2023	28.86	29.74	30.66	31.60	32.57	33.57	34.60	35.66	36.74	37.86
	Senior Library Technician		7/1/2024	29.14	30.03	30.97	31.91	32.89	33.91	34.94	36.00	37.11	38.23
			7/1/2025	29.71	30.63	31.60	32.54	33.54	34.60	35.63	36.71	37.86	39.00
2	Library Technician (Gr 5)		7/1/2023	22.74	23.43	24.11	24.86	25.63	26.40	27.20	28.03	28.89	29.77
			7/1/2024	22.97	23.66	24.34	25.11	25.89	26.66	27.49	28.31	29.17	30.06
			7/1/2025	23.43	24.14	24.83	25.63	26.40	27.20	28.03	28.89	29.74	30.66
1	Student Page		Begin minimum wage. Add 2% each year.										

Appendix B
Fitchburg Public Library Staff Association
Employee Fee Agreement
For
Extended Leave and Education

Agreement made this _____ day of _____, 20____, by and between the City of Fitchburg, Massachusetts, acting by and through the appointing authority and Employee _____.

For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the City and the Employee as follows:

The Parties acknowledge that pursuant to Article 17 of the collective bargaining agreement between the City and Staff Association, the City shall pay and/or reimburse employees for the cost of registration fees and books for educational courses and/or training. Payment and/or reimbursement for such training and/or courses must adhere to the following guidelines as provided for in Article 12.

Should said Employee be dismissed or request to voluntarily leave employment with the City of Fitchburg within two (2) years of the first day of class for said training and/or courses, s/he shall be responsible to reimburse the City the full sum of any and all registration fees and books that were previously reimbursed by the City. Said sum may be deducted from any severance monies or final pay due at the completion of City of Fitchburg employment. Should said severance monies or final pay be insufficient to cover the amount due in total, the Employee will individually be responsible for the remainder of the balance.

The Employee further agrees that the reimbursement amount is a lawful offset which the City may in its discretion deduct from any remuneration due to such employee as of the date of termination of employment, including but not limited to wages and accrued, unpaid vacation. The Employee further agrees that (1) should the City not exercise the option in the preceding sentence or should the City exercise the option but be unable to obtain the full reimbursement amount, and (2) should he/she fail to make reimbursement of the unpaid amount within thirty (30) days of written demand from the City or fail to enter into a reimbursement arrangement acceptable to the City during such thirty (30) day period, s/he agrees to the entry of a consent judgment by the City in a Massachusetts court of competent jurisdiction in the full amount of the unpaid reimbursement.

By signing below, I acknowledge a benefit in the amount of \$ _____, and agree to the terms above with the City of Fitchburg.

When unusual situations arise that leads to departure of the employee, the Library Director and/or the Division Head and the Director of Human Resources reserve the right to have the final decision administering this agreement.

Executed as a sealed instrument.

Employee

PRINT (First, Last Name)

Employee Signature

Witness

PRINT (First, Last Name)

Witness Signature

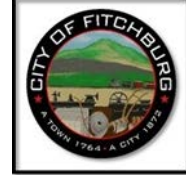
Division Head

PRINT (First, Last Name)

Division Head Signature



APPENDIX C CITY OF FITCHBURG TELEPHONE USAGE POLICY



The **Telephone Usage Policy** is created to provide consistent standards and policies related to the use of City owned land line telephone systems and cellular telephones utilized by the employees of the City of Fitchburg.

A. Permissible Use

All City owned telephone systems and cellular phones should be used to conduct official City business only. As such, the use of such City owned property shall be subject to the policies set forth below. Land line telephone systems are acquired with public funds and are so acquired to enable City employees to transact the public's business in the most efficient and cost effective method possible. Cellular telephone numbers are the property of the City of Fitchburg and are not transferable, and shall be used in the same manner and with the same care and stewardship as all public resources.

All employees assigned a cell phone must adhere to and sign the "Acknowledgement of Receipt of Municipal Telephone Usage Policy" before being allocated a cellular phone.

B. Personal Phone Calls

Whether using a City owned land line or cellular phone:

- Personal telephone calls should not interfere with the employee's duties and/or productivity, as well as that of co-workers;
- Phone calls of a personal nature should be limited in frequency and duration to the greatest extent possible during hours of employment, including both incoming and outgoing calls.

C. Long Distance Phone Calls

Whether using a City owned land line or cellular phone:

- Long distance calls, including international calls, made for official City business, should be approved by a supervisor prior to making the call;
- Long distance calls of a personal nature, using a City owned phone, should be made under very limited circumstances. Such calls must be approved by a supervisor prior to making the call.

D. Employee Responsibilities

This telephone usage policy applies to the safe and appropriate use of City owned land line telephone systems and cellular telephones owned by the City and/or the employee. All employees are required to adhere to this telephone usage policy as follows:

- Employees receiving cellular telephones are required to sign and acknowledge that they have received the equipment and understand the usage policies;
- All employees will follow the laws of the Commonwealth as it relates to the use of cellular devices while driving;
- The use of cellular telephones should never interfere with an employee's attention to duty, and should never be used when engaged in safety-sensitive functions which require the employee's full attention;
- Sending photo or text messaging is prohibited unless it can be clearly linked to the conduct of official City business;
- Confidential business should not be discussed on a cellular phone in a public place where the business could be overheard;

City of Fitchburg/Telephone Usage Policy, Employee Responsibilities, continued:

- Employees should limit the use of personally owned cellular telephones and telephone calls;
- Employees are responsible for charging/recharging the equipment;
- Service and maintenance issues, including the need for new batteries, must be reported to the employee's Department Head and/or designee;
- If any official City business is conducted on an employee's personal cell phone, reimbursement, as applicable and appropriate, shall be made to such employee after receipt of approval from the Department Head. Receipts and an expense report must be submitted in order for the employee to be reimbursed for such expense(s);
- Regardless of the nature of the phone call made on a City owned cell phone (business or incidental personal purpose), all employees shall not initiate a telephone call while driving a motor vehicle or operating equipment;
- Employees who receive a phone call while driving a motor vehicle or operating equipment are required to stop the vehicle and/or equipment in a safe location so that communication is held while the vehicle is stopped;
- "Hands-free" technology is acceptable, provided it does not interfere with the safe operation of the vehicle;
- This section does not apply to employees who are passengers in a motor vehicle;
- Public safety (Police and Fire) employee use of City owned cellular telephones while driving a motor vehicle shall be governed by departmental policy.

E. Management Responsibilities

Department heads and/or their designees are responsible to ensure all employees are aware of, acknowledge and sign the telephone usage policy, as well as the following responsibilities:

- Ensure employee compliance with the policy;
- Address inappropriate use, abuse or failure to adhere to established policies. Inappropriate use of cellular phones shall be reported to the respective department head and/or designee;
- Employees found to be in violation of this policy shall be subject to *disciplinary procedures, as may be deemed appropriate by the department head and/or designee;
- Review telephone bills for irregular calls or unusual usage;
- Collect reimbursements from employees for personal calls;
- Distribute reimbursements to employees for business calls made on personally owned equipment;
- Review and evaluate requests for telephone services and equipment such as cellular phones.

*This policy is applicable to all employees of the City of Fitchburg. For those employees covered by a Collective Bargaining Unit (CBA), the provisions of the CBA which are subject to negotiation shall prevail over the language in this policy (i.e. discipline). Any changes made to this policy which are subject to Collective Bargaining shall be sent to the appropriate Collective Bargaining Unit prior to implementation.



City of Fitchburg Acknowledgment of Receipt of Municipal Telephone Usage Policy

Name: _____ Department: _____

Job Title: _____

Cell Phone #: _____ Serial #: _____

Make: _____ Model: _____

I acknowledge receipt of _____ cell phone(s) owned by the City of Fitchburg to be used in the course of performing my job.

My signature below acknowledges that I have received and reviewed a copy of the City of Fitchburg Telephone Usage Policy and that this signature sheet will be placed in my personnel file in the Human Resources Department. I understand that I will be held responsible for complying with the provisions of this policy and understand that any actions which are found to violate the terms of this policy may result in disciplinary action*. I understand that the use of such device is a matter of public record and may be reviewed on a monthly basis by others outside of my department.

I have received, read, and agree to the Telephone Usage Policy provided to me with the device. I fully understand the terms of the procedures and agree to abide by them.

Phone issued to: _____ Date: _____

Phone issued by: _____ Date: _____

* This policy is applicable to all employees of the City of Fitchburg. For those employees covered by Collective Bargaining Agreements, the provisions of the CBA, which are subject to negotiation prevail over the language in this policy (i.e. discipline). Any changes made to this policy that apply to sections that are subject to collective bargaining, will be sent to the appropriate union prior to implementation.

Phone returned by: _____ Date: _____

Phone received by: _____ Date: _____

APPENDIX D
City of Fitchburg
Fitchburg Public Library Staff Association
Employee Performance Evaluation

Employee Name: (last, first)			Department:		Position/Title:	
Date of Hire:	Grade:	Step:	Department Head:	Date:	Fiscal Year:	
Evaluation Period:			Evaluation Type:		Prepared by: Supervisor Name/Title	
From:	To:	Probation Annual				
Last Evaluation Date:				Next Step Increase Eligibility Date:		

Work Performance	Comments	Score*	
PUBLIC SERVICE SKILLS The ability to impartially listen, make eye contact and understand customer needs. The ability to anticipate, provide solutions and give high priority to customer resolutions and satisfaction. Put customers before personal activity on the desk. Consistently demonstrate a respect for patron confidentiality. Demonstrate a cheerful even disposition.		1	2
		3	4
TEAM WORK The ability to be cooperative and pleasant with coworkers in and out of their department and other city departments. Contribute to group solutions and demonstrate effort in making the Library a better work environment for everyone.		1	2
		3	4
QUANTITY OF WORK The ability to manage time to accomplish an acceptable volume of work with accuracy and attention to detail. The ability to accomplish this while under stress.		1	2
		3	4
QUALITY OF WORK The work produced is thorough and accurate. Demonstrates the ability to work independently and work under pressure. Exercises creative thinking and good judgement in non-routine situations.		1	2
		3	4
JOB KNOWLEDGE Demonstrates knowledge of own job responsibilities, and adheres to Library Policies and Procedures consistently.		1	2
		3	4
KNOWLEDGE OF COMMUNITY Accurately assesses community composition, needs and interests.		1	2
		3	4

Fitchburg Public Library Staff Association / Employee Performance Evaluation

Employee Name:

Date:

Work Performance	Comments	Score*
SUPERVISION AND JUDGEMENT: The ability to accept and benefit from supervision and discern when to approach a supervisor for advice and/or assistance.		1 2 3 4
DEPENDABILITY: Demonstrates punctuality, acceptable attendance, and respects daily work schedules and Library hours. Dresses appropriately. Maintains a neat work area.		1 2 3 4
INITIATIVE AND DEVELOPMENT: Demonstrates an interest in preparing for more advanced work. Regularly takes advantage of staff development opportunities. Benefits from instruction. Able to keep up with changing technology. Demonstrates adaptability as work procedures change.		1 2 3 4

SUPERVISORY PERFORMANCE	Comments	Score*
LEADERSHIP: Demonstrates the ability to lead and motivate employees, to manage the work flow of their staff.		1 2 3 4
EVALUATION: Shows skill in hiring and evaluating personnel.		1 2 3 4
INSTRUCTION: Demonstrates the ability to instruct staff and encourage staff development.		1 2 3 4
TEAMWORK: The ability to coordinate and cooperate with other departments and management.		1 2 3 4

Employee Name:

Date:

Overall assessment and listing of responsibilities specific to this employee. Together determine areas of strong performance and, if necessary, areas that need improvement.

Agreed upon goals to be accomplished in the coming year, including staff development areas.

***Score Definitions:**

- 1. Exceeds expectations: Superior Performance; Employee has exceeded job requirements beyond standard expectations.
- 2. Meets Expectations: Satisfactory or above performance; Employee has met many or most of position duties and responsibilities.
- 3. Partially Meets Expectations: Minimum performance in position and required duties and expectations.
- 4. Below Expectations: Unacceptable performance in position, needs to demonstrate significant improvement.

EMPLOYEE:	PRINT (Last, First)	Signature	Date
SUPERVISOR:	PRINT (Last, First)	Signature	Date
DEPARTMENT HEAD:	PRINT (Last, First)	Signature	Date

Fitchburg Public Library Staff Association / Employee Performance Evaluation

Employee Name:

Date:

Please forward the signed original of this document, along with the employee's self assessment form, to Human Resources.

Please use the buttons below to clear, save or print this form.

Clear / Reset Form

Save Form

Print Form