

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

THE CITY OF CAMBRIDGE

AND

CAMBRIDGE PUBLIC LIBRARY STAFF
ASSOCIATION

MLSA, LOCAL 4928, MFT, AFT, AFL-CIO

EFFECTIVE: 07/01/21

EXPIRATION: 06/30/24

TABLE OF CONTENTS

ARTICLE 1.....	1
RECOGNITION.....	1
Section 1. Sole and Exclusive Bargaining Agent.....	1
Section 2. City Advice to New Employees.....	1
Section 3. Central Square Branch.....	2
ARTICLE 2.....	2
UNION DUES.....	2
Section 1. Non-discriminatory Union Membership.....	2
Section 2. Dues Authorization Form.....	2
ARTICLE 3.....	3
MANAGEMENT RIGHTS.....	3
Section 1. Scope of Management Rights.....	3
Section 2. No Strike/No Lock-out.....	4
ARTICLE 4.....	4
GRIEVANCE PROCEDURE.....	4
Section 1. Resolution of Disputes.....	4
Section 2. Step 1.....	4
Section 3. Step 2.....	4
Section 4. Step 3.....	5
Section 5. Waiver of Grievance - Time Limits.....	5
Section 6. Extensions-Time Limits.....	5
Section 7. Grievance Forms.....	5
ARTICLE 5.....	5
ARBITRATION.....	5
Section 1. Submission to Arbitration - Time Limits.....	5
Section 2. Arbitrator Selection-Within Seven (7) Days.....	5
Section 3. Arbitrator Selection-AAA.....	5
Section 4. Arbitrator Decision-Fees/Expenses.....	6
Section 5. Arbitrator-Extension of Time Limits.....	6
Section 6. Excluded Subjects - Grievance/Arbitration.....	6
ARTICLE 6.....	6
MANAGEMENT - UNION COMMITTEE.....	6
Section 1. Management/Union Committee.....	6
Section 2. Pay Allowance-Union Members.....	7
ARTICLE 7.....	7
FAIR PRACTICES.....	7
Section 1. Non-discriminatory Membership.....	7
Section 2. Nondiscriminatory Employer.....	7
ARTICLE 8.....	7
JOB POSTING AND BIDDING.....	7
Section 1. Posting Vacancy.....	7
Section 2. Definition - Vacancy.....	7
Section 3. Preference - Library Employees First Interviewed.....	8

Section 4. Bid for Non-union Positions	8
Section 5. Selection of Employee	8
Section 6. Probationary Period.....	8
Section 7. Professional Development Meeting	8
ARTICLE 9.....	8
HOURS OF WORK	8
Section 1. Workweek Definitions	8
Section 2. Overtime Pay/Compensatory Time Off	9
Section 3. Part-time Work Beyond Scheduled Hours	9
Section 4. Sunday Hours	10
Section 5. Overtime Scheduling.....	11
Section 6. Meal Periods.....	11
Section 7. Rest Periods.....	12
ARTICLE 10.....	12
LONGEVITY	12
Section 1. Longevity	12
ARTICLE 11.....	12
PAID HOLIDAYS	12
Section 1. Paid Holidays	12
Section 2. Compensatory Day/Holiday Day Off.....	13
Section 3. Holidays/Part-time Employees.....	13
Section 4. Early Closure.....	13
ARTICLE 12.....	13
VACATIONS	13
Section 1. Full-Time Employees Vacation Allowances.....	13
Section 2. Timing of Vacations.....	14
Section 3. Purpose of Vacations.....	14
Section 4. Day's Vacation - Definition.....	14
Section 5. 15 Years Service Vacation Entitlement	14
Section 6. Part-time Employees Vacation Allowances.....	14
Section 7. Vacation Year to Year Carryover Approvals.....	15
Section 8. Definition - "Week"	16
Section 9. Definition of "Prorated"	16
ARTICLE 13.....	16
SICK LEAVE.....	16
Section 1. Sick Leave Allowance.....	16
Section 2. Reasons for Granting Sick Leave.....	16
Section 3. Notification of Illness/Absence.....	16
Section 4. Physician Statements/When Required	17
Section 5. Sick Leave Accrual During LOA Periods.....	17
Section 6. Willful Violation of Rules and Regulations	17
Section 7. Sick Leave/Worker's Compensation Interaction	17
Section 8. Transfers.....	18
Section 9. Death/Retirement Sick Leave Pay Out.....	18
Section 10. Sick Leave Accumulations Rules.....	18
Section 11. Part-time Accumulations Rules.....	18
Section 12. Administrative Day	19

Section 13. Sick Leave Incentive Payment	19
ARTICLE 14.....	19
PERSONAL DAY	19
Section 1. Personal Day Allowance	19
Section 2. Part-time to Full time conversion.....	20
ARTICLE 15.....	20
BEREAVEMENT LEAVE	20
Section 1. Bereavement Allowance	20
Section 2. Bereavement Allowance – One (1) day	20
Section 3. Eligibility/Time Period.....	20
ARTICLE 16.....	21
PARENTAL LEAVE	21
Section 1. Parental Leave Allowance.....	21
Section 2. Notification of Return to Work	21
ARTICLE 17.....	22
MILITARY SERVICE	22
Section 1. Reinstatement Following Military Service	22
Section 2. Benefits Determination	22
ARTICLE 18.....	22
JURY DUTY	22
Section 1. Compensation for Jury Duty	22
Section 2. Early Dismissal of Jury Service	22
Section 3. Certificate of Attendance	22
ARTICLE 19.....	22
LEAVE OF ABSENCE.....	22
Section 1. Personal Leave of Absence	22
Section 2. Alteration of Anniversary Dates	23
ARTICLE 20.....	23
MEDICAL INSURANCE	23
Section 1. Medical Insurance	23
Section 2. Non-City Paid Insurance	23
Section 3. Pre-Tax Flex Spending Accounts.....	23
Section 4. Dental and Vision Insurance	23
ARTICLE 21.....	24
WORKER'S COMPENSATION.....	24
Section 1. Work Connected Disability	24
Section 2. Injury Reports.....	24
Section 3. Sick Leave/Worker's Comp. Interaction	24
ARTICLE 22.....	24
TRAINING.....	24
Section 1. Training Opportunities	24
Section 2. Tuition Reimbursement.....	24
Section 3. Loan Scholarship Program.....	24
Section 4. Sunday Work Training.....	26
ARTICLE 23.....	26
MISCELLANEOUS	26
Section 1. Pension Plan	26

Section 2. Bulletin Boards.....	26
Section 3. Union Representatives.....	26
Section 4. Personnel File.....	27
Section 5. Professional Excused Time.....	27
Section 6. Emergency Closing.....	27
Section 7. Car Allowance.....	27
Section 8. Job Descriptions/Reclassification.....	27
Section 9. Conflict of Interest Issues.....	28
Section 10. Cleaning Allowance.....	28
Section 11. MBTA Passes.....	28
Section 12. Membership Dues.....	28
Section 13. Staffing Committee.....	29
Section 14. Unpaid Time, Effect on Accruals.....	29
Section 15. Blue Bikes Membership.....	29
Section 16. Direct Deposit.....	29
Section 17. Parking.....	29
Section 18. Adoption Reimbursement.....	29
ARTICLE 24.....	30
STABILITY OF AGREEMENT.....	30
Section 1. Amendments, Variations, Alterations.....	30
Section 2. Waiver or Relinquishment.....	30
ARTICLE 25.....	30
SEPARABILITY.....	30
ARTICLE 26.....	30
GENERAL.....	30
ARTICLE 27.....	31
HEALTH AND WELFARE FUND.....	31
ARTICLE 28.....	31
WAGES.....	31
Section 1. Wage Rates.....	31
Section 2. Merit Step.....	32
Section 3. Other Considerations.....	32
Section 4. Annual Increments - Part-time Employees.....	35
Section 5. Above Grade Pay.....	35
ARTICLE 29.....	36
LAYOFF & RECALL.....	36
Section 1. Layoff.....	36
Section 2. Recall.....	36
Section 3. Discussion.....	36
ARTICLE 30.....	36
PERFORMANCE APPRAISAL.....	36
ARTICLE 31.....	37
DURATION.....	37
Section 1. Contract Term.....	37
Section 2. Re-negotiations.....	37
ARTICLE 32.....	37
WORKING CONDITIONS.....	37

Section 1. Transportation Between Work Sites	37
Section 2. Reasonable Staffing in Branches and Departments	37
Section 3. Healthy and Safe Working Conditions	37
ARTICLE 33.....	38
DRUG AND ALCOHOL TESTING	38
Section 1. Drug Testing.....	38
Section 2. Employees Who May Be Tested.....	38
Section 3. Testing.....	38
Section 4. Screening Test.....	38
Section 5. Confirmatory Test	39
Section 6. Laboratory Testing	39
Section 7. Probable Cause Testing.....	39
Section 8. Disciplinary Action	40
Section 9. Preparation for Testing.....	40
Section 10. Specimen Collection Procedures.....	40
Section 11. Specimen Shipping Preparations.....	43
Section 12. Medical Review Officer	43
Section 13. MRO Determination.....	44
Section 14. Employee's Record Retention	44
Section 15. Release of Drug Testing Information.....	44
Section 16. Paid for Time.....	45
Section 17. Alcohol Testing.....	45
Section 18. Employees Who May Be Tested.....	45
Section 19. Testing.....	45
Section 20. Screening Test.....	45
Section 21. Confirmatory Test	46
Section 22. Probable Cause Testing.....	46
Section 23. Disciplinary Action	46
Section 24. Preparation for Testing.....	47
Section 25. Specimen Testing Procedures	47
Section 26. Medical Review Officer	48
Section 27. Employee's Record Retention	48
Section 28. Record Retention of Test Procedures.....	48
Section 29. Release of Alcohol Testing Information	49
Section 30. Paid For Time.....	49
Section 31. Retention of Employee's Negative Drug or Alcohol Testing Records.....	49
ARTICLE 34.....	50
SICK LEAVE BANK.....	50
ATTACHMENT A	53
WAGE RATES.....	53
ATTACHMENT B	54
LIBRARIANS PROGRESS PLANNING REPORT	54
ATTACHMENT C: SICK LEAVE BANK MEMBERSHIP AUTHORIZATION.....	62
ATTACHMENT D: SICK LEAVE BANK REQUEST FORM	63
ATTACHMENT E: SICK LEAVE BANK VOLUNTARY CONTRIBUTION FORM.....	64
SIDE LETTER 1	65
SUNDAY HOURS	65

SIDE LETTER 2.....	66
DELIVERY OF PAYCHECK.....	66
SIDE LETTER 3.....	67
COPIES OF COLLECTIVE BARGAINING AGREEMENT.....	67
SIDE LETTER 4.....	68
CHILDCARE.....	68

AGREEMENT

This Agreement entered into by the City of Cambridge, hereinafter referred to as the City, and Cambridge Public Library Staff Association, MLSA, Local 4928, MFT, AFT, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

This Agreement was ratified on August 8, 2021.

ARTICLE 1 RECOGNITION

Section 1. Sole and Exclusive Bargaining Agent

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time employees certified in MCR-2540 in the following classifications: Branch Manager, Literacy Specialist, Senior Librarian, Staff Librarian, Graphic Designer, Senior Technician, Library Associate, Librarian II, Library Assistant, Library Clerk, Program and Event Technician and part-time employees in the above classifications who are regularly scheduled to work fifteen (15) or more hours per week, including any amendments, additions or deletions agreed to between the parties, excluding all employees in the above classifications in the administration office and further excluding all other Library employees.

Section 2. City Advice to New Employees

The City will advise all new employees at the time of employment that the Union is their bargaining representative and will notify the Union at the end of each month of the name and address and classification of each new employee.

The City recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any way interfere with the right of any employee to become and remain a member of the Union. The Union recognizes the right of any employee to refrain from becoming and/or remaining a member of the Union and will not discriminate on account of the exercise of such right.

Section 3. Central Square Branch

By a previous agreement between the parties, the position of Branch Manager at the Central Square Branch was removed from the bargaining unit when a new part-time position was added to the bargaining unit and assigned to the Central Square Branch.

ARTICLE 2 UNION DUES

Section 1. Non-discriminatory Union Membership

Membership in the Union on a non-discriminatory basis will be uniformly available to any member of the bargaining unit who applies.

Upon receipt by the City of a signed voluntary authorization by the employee, the City agrees to deduct the weekly Union membership dues levied in accordance with the Constitution of the Union from the pay of said employee and remit the aggregate amount to the Treasurer of the Union along with a list of employees from whose pay said dues shall have been deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month.

An authorization may be revoked by an employee by sending a signed written notice thereof to the City Treasurer, said revocation to take effect sixty (60) days after receipt thereof. The City shall send a copy to the Union.

Section 2. Dues Authorization Form

The following authorization of dues form shall be used:

MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

- I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY			
<input type="checkbox"/> FULL DUES RATE	<input type="checkbox"/> HALF DUES RATE	<input type="checkbox"/> QUARTER DUES RATE	<input type="checkbox"/> EIGHTH DUES RATE

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Scope of Management Rights

Except to the extent that there is contained in this Agreement express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and

responsibility of the City are retained by and reserved exclusively to the City, including, but not limited to, the right to direct employees, to hire, promote, transfer, assign and retain employees within the bargaining unit, to suspend, demote, and discharge employees for just cause, to relieve employees from duties because of lack of work, to maintain the efficiency of the operations and to determine the methods, means, and processes and personnel by which such operations are to be conducted, including sub-contracting if deemed necessary. The City has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the rights in this Article do not conflict with the terms of conditions of this Agreement.

Section 2. No Strike/No Lock-out

The Union shall not engage in, incite or encourage, and no employee represented by it in the City of Cambridge shall participate in any strike, work stoppage, slowdown or withholding of services as defined in Section 1 and 9A of Chapter 150E of the Massachusetts General Laws. It is further agreed that during the term of this Agreement, the City will not cause any lockout of its employees.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1. Resolution of Disputes

Any grievance or dispute arising between the parties which involves the application, meaning or interpretation of the expressed provisions of this Agreement shall be pursuant to the provisions of this Article and Article 5. This procedure shall be the exclusive procedure to be followed involving suspensions, dismissals, removals or terminations, including involuntary retirements.

Section 2. Step 1

The Union or the employer, with or without the Union Chair, shall take up the grievance with the employee's supervisor within five (5) working days of its occurrence. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems between the employee and their supervisor or elsewhere throughout the Department.

Section 3. Step 2

If the grievance has not been resolved in Section 2 within five (5) working days of its submission, it shall be presented in writing by the Union and/or the aggrieved employee to the Director or his Designee within five (5) working days thereafter. The Director or his Designee shall respond in writing within five (5) working days of the receipt of said grievance.

Section 4. Step 3

If the grievance has not been resolved in Section 3, it shall be presented in writing to the City Manager or his Designee within five (5) working days after the reply of the Director has been received or is due. The City Manager or his Designee shall respond in writing within ten (10) days of the receipt of said grievance.

Section 5. Waiver of Grievance - Time Limits

Failure by the Union to comply with above time limits shall constitute a waiver of the grievance.

Section 6. Extensions-Time Limits

Upon the written request of either party the above time limits shall be reasonably extended.

Section 7. Grievance Forms

All grievances shall be submitted in writing on forms provided by the City in accordance with instructions on said forms.

ARTICLE 5 ARBITRATION

Section 1. Submission to Arbitration - Time Limits

Any grievance which has not been settled under Article 4 may be submitted by the City or by the Union to arbitration in the manner set forth below fifteen (15) working days after the response of the City Manager or his Designee is due.

Section 2. Arbitrator Selection-Within Seven (7) Days

The parties shall attempt to select an arbitrator within seven (7) working days after notice of arbitration has been given. If parties cannot agree upon an arbitrator, either party may submit the matter to the American Arbitration Association in accordance with its rules and regulations, and a copy thereof shall be given to the City Manager or the Union Chairperson.

Section 3. Arbitrator Selection-AAA

The arbitrator will be without power or authority to alter, add to, or detract from the provisions of this Agreement or to make a decision which:

- (A) is violative or inconsistent with any of the terms of this Agreement or applicable law;
- (B) exceeds their jurisdiction and authority under law and this Agreement;

- (C) involves any matter which by law or under the terms of this Agreement, is within the exclusive authority of the City; or
- (D) involves any matter wherein the City's decision is final and binding under the terms of this Agreement or by law.

Section 4. Arbitrator Decision-Fees/Expenses

The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. Arbitrator-Extension of Time Limits

The parties may, by mutual agreement, extend the time in any particular case.

Section 6. Excluded Subjects - Grievance/Arbitration

Notwithstanding any contrary provisions in this Agreement, the following shall not be subject to the grievance and arbitration provisions of this Agreement:

- (A) Any incident which occurred or failed to occur prior to the ratification date of this Agreement;
- (B) Any issue for which the decision of an arbitration would not be final and binding;
- (C) The dismissal or suspension of a probationary employee;
- (D) Exclusive Remedy - the grievance-arbitration provisions of this Agreement will not apply to a grievance unless the employee elects the grievance-arbitration provisions as final and binding and as the exclusive remedy;
- (E) A grievance not submitted on the proper form.

ARTICLE 6
MANAGEMENT - UNION COMMITTEE

Section 1. Management/Union Committee

The City, through its Library Director or their Designee, shall meet with a committee to be known as the Management - Union Committee on Employee Relations. Said meetings shall take place approximately once every two (2) months during the year. The purpose of said meetings shall be for the mutual exchange of opinions and practices, matters affecting the implementation of this Agreement, and other matters of mutual interest which may be agreed upon.

Section 2. Pay Allowance-Union Members

Union members of the Management - Union Committee whose number shall not exceed two (2) shall suffer no loss in pay by reason of attendance at such meetings. It is understood that the Committee shall have no power to negotiate wages, hours, or other conditions of employment or to alter or amend this Agreement in any respect.

ARTICLE 7 FAIR PRACTICES

Section 1. Non-discriminatory Membership

As the sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, sexual orientation, marital status or age. The Union will represent equally all persons without regard to membership, participation in or activities in the Union.

Section 2. Nondiscriminatory Employer

The employer will not discriminate against employees with respect to race, color, creed, national origin, sex, sexual orientation, marital status, Union activity or age.

ARTICLE 8 JOB POSTING AND BIDDING

Section 1. Posting Vacancy

If a vacancy occurs in any position covered by this Agreement, with the exception of entry level Library Clerks scheduled to work less than twenty (20) hours per week, which the City desires to fill, the City will post the position in an all-staff email/newsletter. Notification of the posting shall be given to the Chapter Chair of the Union. All unit employees shall have the right to file a written bid for said position within a seven (7) calendar day posting period. Seven (7) calendar days after notification to the Chapter Chair, the position may be posted externally.

Section 2. Definition - Vacancy

For purposes of Section 1 of this Article, a vacancy is defined as an opening created by:

- (1) termination;
- (2) death;
- (3) retirement;
- (4) leave of absence for a period in excess of six (6) months, including a leave because of Workmen's Compensation; or
- (5) a new position.

Section 3. Preference - Library Employees First Interviewed

Those Library employees covered by this Agreement who bid for said vacancy and who meet the minimum qualifications set forth in the job posting will be interviewed and considered before considering City employees who are not covered by this Agreement or those not currently employed by the City. Upon request, the Library will provide confirmation that internal candidates covered by this Agreement were interviewed before other candidates.

Section 4. Bid for Non-union Positions

It is agreed that Union members shall have the right to bid for non-union positions posted in accordance with City policy.

Section 5. Selection of Employee

The selection of an employee to fill a vacancy shall be made on the basis of qualification, experience and ability. The Library will be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.

Section 6. Probationary Period

The first six (6) months of employment after the initial hiring date shall be considered a probationary period. The City reserves the right to terminate any employee before the end of the probationary period if in the judgment of the Director the employee is not qualified to perform the duties of the position. Such termination shall not be subject to the grievance procedure of this Agreement.

Section 7. Professional Development Meeting

Employees shall be entitled, upon their request, to up to two (2) meetings per year to meet with the Library Administration for the purposes of discussing their career, qualifications for advancement and/or promotion and other related topics. Employees shall be responsible for scheduling said meetings during scheduled work hours. Attendance will be at no loss of pay.

ARTICLE 9 HOURS OF WORK

Section 1. Workweek Definitions

The regular workweek for full-time employees shall consist of five (5) days which may not be consecutive, totaling thirty-seven and one half (37 ½) hours within a calendar week, beginning on Monday and ending Saturday. If so required by public service schedules, employees shall be scheduled to work shifts of seven (7), seven and one-half

(7 ½) or eight (8) hours of a given day and up to two (2) evenings in a workweek, except in instances where a flex arrangement is in place.

When the Central Square Branch is open four (4) hours on Saturday, full time employees at the branch shall work five and one half (5 ½) hours on Saturdays they are scheduled to work, and shall work eight (8) hours per day during the preceding scheduled work days.

The regular work week for part-time employees shall begin on Monday and end on Saturday. Regular shifts shall be between three (3) and eight (8) hours.

Prior to the City altering an employee's regularly scheduled hours, the City will provide the employee and the Union with advance notice and will meet upon request to discuss any questions or concerns about the proposed schedule change and consider alternatives.

Employees requesting changes to their regularly scheduled hours shall do so via the Library's Schedule Change Request Form.

When an employee needs to take a Saturday off they can find another qualified employee to provide coverage. If two (2) weeks prior to the employee's scheduled Saturday, they are unable to find another qualified employee to provide coverage, they should work with the relevant department manager and library administration to assist in finding coverage, so that the time off may be approved.

Section 2. Overtime Pay/Compensatory Time Off

Hours worked in excess of the thirty seven and one-half (37 ½) hour workweek will be compensated for by the employee being paid overtime or compensatory time off, at the rate of one and one-half (1 ½) hours off for each such hour worked. The maximum amount of compensatory time that may be accrued by an employee at any time shall be one hundred (100) hours. Payment of overtime or compensatory time off shall be at the discretion of the employee. Such time may be accrued and taken only with the prior approval of the Director or their designee. Compensatory time of one hour or less may be accrued or taken with the prior approval of the employee's department head or branch manager.

Section 3. Part-time Work Beyond Scheduled Hours

Part-time employees can be required to work more than their regularly scheduled hours and be called in as needed by the Library schedules. Part-time employees shall be paid on a straight time basis for all hours worked, except part-time employees shall be compensated at the rate of one and one-half (1 ½) hours for each hour worked in excess of thirty seven and one-half (37 ½) hours in a work week.

Section 4. Sunday Hours

Notwithstanding any other provision of this Agreement, the parties agree to the following provisions for staffing the Main Library and the Valente Branch on certain Sunday afternoons. The provisions relating to the Valente Branch shall be effective July 1, 2021 through August 31, 2022, at which time the parties will discuss whether or not to extend them through mutual agreement.

1. Sunday staffing at the Main Library will be only for Sundays between the Sunday after Labor Day and the last Sunday in June, except that Easter, Christmas (if it falls on either Saturday or Sunday), and the Sunday prior to Memorial Day will be staffed on a purely voluntary basis, that is, only if enough employees volunteer to provide coverage deemed necessary by the library administration. Sunday staffing at the Valente Branch will be only for Sundays between the first Sunday in July and the Sunday prior to Labor Day, except that if July 4th falls on a Sunday, the Library will be closed, and the Sunday prior to Labor Day will be staffed purely on a voluntary basis, that is, only if enough employees volunteer to provide coverage deemed necessary by the library administration.
2. Staff employed on or before April 15, 2014 shall not be required to work Sundays.
3. All full-time unit members, regardless of date of hire, shall continue to have the option of cash payment at 1½ or compensatory time at double time for Sunday work. All part-time unit members shall be paid at 1 ½ times their regular rate for Sunday work.
4. The current system of staffing Sunday hours at the Main Library on a voluntary basis shall be maintained and will also apply to the Valente Branch. Accordingly, employees hired after April 15, 2014 shall not be scheduled to work Sundays as part of their regular workweek. Under the current system, which shall be continued, volunteers for Sunday work shall be solicited periodically among all staff without regard to date of hire in a bargaining unit position.
5. In the event that an insufficient number of employees volunteer to staff the library on any Sunday covered by this provision, then employees hired into the unit after the ratification of this Agreement may be required to do so, under the following limitations:
 - a. Employees working in positions whose regular workweek is less than thirty (30) hours shall first be required to work Sunday, provided they have the necessary skills and qualifications for the staffing needs on any particular Sunday. If necessary, such employees working in positions whose regular workweek is thirty (30) hours or more may then be required to work in order to complete the complement necessary to staff the library.

- b. Requests to be relieved of the requirement to work a Sunday shall be administered in the same manner as requests for time off by other members of the bargaining unit on other days of the week.
- c. Full-time employees who are required to work on Sundays shall have the option of including Sunday as one of their five regular work days in the Sunday-Saturday period, in which event the Sunday work shall be compensated only by a half-time premium.
- d. The necessary skills and qualifications for the staffing needs on any particular Sunday will be determined by Library management and will be communicated to employees in advance. Employees may only be required to work on any particular Sunday if there are an insufficient number of volunteers with the necessary skills and qualifications.
- e. Any employee required to work on a Sunday pursuant to this Agreement will be given at least two weeks' notice. However, if an employee previously scheduled to work seeks to be relieved of their Sunday commitment and that request is granted, the Library may require another employee to work on the Sunday in question in order to meet the newly created staffing need. Prior to requiring employees to work the employer will solicit volunteers. If required in this instance, management will attempt to provide as much notice as possible.
- f. The Sunday hours referred to in this Agreement are from 12:45 p.m. to 5:15 p.m.

Section 5. Overtime Scheduling

Any issues concerning the equity of overtime scheduling shall immediately be referred to the Labor Management Committee for resolution.

Section 6. Meal Periods

Employees scheduled to work a shift of more than six (6) hours shall have a one (1) hour unpaid meal period near the middle of each shift. At their discretion, employees may choose a meal period of one-half (1/2) hour, subject to the supervisor's prior approval. Under unusual circumstances involving the operational needs of the Library, a supervisor may require an employee to take a one-half (1/2) hour meal period. In such instances, at least two (2) hours' notice to the employee is required. Employees scheduled to work a six (6) hour shift shall have a one-half (1/2) hour unpaid meal period near the middle of each such shift. There will be no scheduled meal periods for shifts scheduled for less than six (6) hours.

Section 7. Rest Periods

Employees scheduled to work a shift of at least three (3) hours and up to six (6) hours will be allowed a fifteen (15) minute rest period in each such shift. Employees scheduled to work a shift of more than six (6) hours will be allowed two fifteen (15) minute rest periods in each such shift. Employees shall not be required to stay in the building during breaks, as long as they do not exceed their allotted break period.

ARTICLE 10
LONGEVITY

Section 1. Longevity

Full-time employees shall be compensated according to the following formula as longevity pay. Said payments will be made in lump sum the first pay day in December of each year. Years of service shall be computed as of September of each year for each employee. All part-time employees who qualify for longevity shall receive a pro-rata benefit. Employees hired after July 1, 1980 shall not be eligible for longevity.

<u>Years of Service</u>	<u>RATE</u>	<u>Effective 1/1/85</u>
5 but not 10		\$ 500.00
10 but not 15		\$ 800.00
15 but not 20		\$ 1,100.00
20 but not 25		\$ 1,400.00
25 and over		\$ 1,700.00

ARTICLE 11
PAID HOLIDAYS

Section 1. Paid Holidays

The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous Peoples Day
President's Day	(f/k/a Columbus Day)
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	Day before Christmas
	Christmas Day

If a holiday falls on a Saturday, the Library will celebrate the holiday on Friday.

Saturday will not be considered a regular workday and the Library will be closed. Part-time employees scheduled to work that Saturday may take their holiday hours on Friday.

In the event that a part-time employee is scheduled to work both Friday and Saturday, they will be paid for Friday hours and, if they so choose, they will have the opportunity to make up the Saturday hours at another time.

If a holiday falls on a Sunday, the Library will celebrate the holiday on Monday, and the Library will be closed on both the Sunday and the Monday.

Employees are not eligible to receive holiday pay when in a 'no-pay' status, or on an unpaid leave of absence.

When Christmas falls on a Saturday, Sunday or Monday, the City will determine which days the Library will close and will designate two of the days as observed holidays for the Day before Christmas and Christmas Day. Those whose regular schedule would have been to work on both the observed holidays and on a day that the Library is closed as a result of the holidays will have the option to make up their hours for one of the days during another time in the same pay period or to use paid leave time (except for sick time) to cover those hours.

Section 2. Compensatory Day/Holiday Day Off

If the day off of an employee falls on one of the above listed holidays, they shall receive a paid compensatory day to be taken within four (4) weeks of the holiday.

Section 3. Holidays/Part-time Employees

Part-time employees shall be paid for holidays which fall upon days which they are normally scheduled to work.

Section 4. Early Closure

The Main Library and all Branches will end service at 5:00 p.m. on the Day before Thanksgiving and on New Year's Eve. All staff regularly scheduled to work after 5:00 p.m. on those days will either adjust their schedules during the workweek (with the approval of their supervisor) to make up the time or use their accrued benefit time.

ARTICLE 12 VACATIONS

Section 1. Full-Time Employees Vacation Allowances

Full-time employees shall receive a vacation of not less than twenty (20) days with pay credited on January 1 of each calendar year.

New full-time employees shall accrue vacation at the rate of one and two-thirds (1 2/3) days per month during the first year of hire, which may be used, up to the amount accrued, after the six (6) month probationary period has been completed.

If the new full-time employee has completed six (6) months by January 1 of the year following date of hire, that full-time employee shall receive a credit of twenty (20) days vacation on that January 1.

If a new full-time employee is unable to use vacation time accrued and earned by the end of six (6) months and within the first calendar year of hire, that new full-time employee shall be allowed to carry over any vacation accrued in the first year. Such carried over vacation must be used in the second year.

If the new full-time employee has not completed six (6) months by January 1 of the year following date of hire, that full-time employee shall continue to accrue vacation at the rate of one and two-thirds (1 2/3) days per month until the second January 1 following date of hire, at which time, that full-time employee shall receive a credit of twenty (20) days vacation.

Section 2. Timing of Vacations

Vacations will be granted by the Director using reasonable discretion at such time as will cause the least interference with the performance of the regular work of the department.

Section 3. Purpose of Vacations

Vacations are granted both as a reward for service and to enable employees to relax and return to work refreshed.

Section 4. Day's Vacation - Definition

A day's vacation is a regularly scheduled day off. If a paid holiday occurs during a vacation period, it is not counted as a day of vacation.

Section 5. 15 Years Service Vacation Entitlement

All employees with fifteen (15) years service are entitled to five (5) weeks vacation in one (1) year.

Section 6. Part-time Employees Vacation Allowances

Part-time employees scheduled to work fifteen (15) hours or more per week but less than twenty (20) hours shall receive a prorated vacation after completing the six (6) month probationary period according to the following schedule and subject to other provisions of this article:

- A) less than 4 years service 2 weeks
- B) with 4 years service 3 weeks
- C) with 8 years service 4 weeks
- D) with 15 years service 5 weeks

Part-time employees regularly scheduled to work twenty (20) or more hours per week, upon completion of their probationary period, shall receive a pro-rated vacation allowance according to the following schedule and subject to other provisions of this article:

- E) less than 5 years service 3 weeks
- F) with 5 years service 4 weeks
- G) with 15 years service 5 weeks

Eligible part-time employees shall receive their total annual credit of prorated vacation time on January 1 of each year.

Eligible new part-time employees shall receive their prorated vacation time under the same system described in Section 1 for new full-time employees.

Part-time employees who move into a position with a higher number of budgeted hours that is associated with a different accrual rate shall receive an amount of vacation time upon their transfer equal to the difference between the monthly accrual at the higher rate and what they received on January 1 as a monthly accrual, multiplied by the number of full months left in the calendar year. For example, an employee who transfers in August from a 15-hour per week position to a full-time position and who received 30 hours of vacation on January 1 would receive an additional 40 hours of vacation at the time of their transfer: $(150/12) - (30/12) \times 4 \text{ months} = 40 \text{ hours}$.

Part-time employees who did not receive a vacation accrual on January 1 but who have been employed for six (6) or more months at the time of their transfer to a position with a higher number of budgeted hours associated with a different accrual rate shall continue accruing vacation benefits month to month, but at the higher accrual rate until eligible for a full-year January vacation award.

Note: The language in this section became effective upon ratification of the 2021-2024 collective bargaining agreement. For language that was in effect prior to that date, please see the 2018-2021 agreement.

Section 7. Vacation Year to Year Carryover Approvals

Employees shall be entitled to carryover one (1) week of vacation to the following year. Vacations should be taken during the year they become due, unless exceptional circumstances prevent it; carryover of any vacation time in excess of the allotted one (1) week period will require the approval of the City Manager. All vacation leave is subject to departmental work requirements.

Section 8. Definition - "Week"

For purposes of this Article, a "week" is defined as five (5) days.

Section 9. Definition of "Prorated"

For purposes of this Agreement, "prorated" benefits shall be based on the average number of hours per week worked by the employee during the previous twelve (12) month period.

ARTICLE 13 SICK LEAVE

Section 1. Sick Leave Allowance

All employees covered by this Agreement who have been regularly employed in their position continuously for at least three (3) months shall be entitled to 3.75 days of sick leave and will then accrue 1.25 days per month thereafter until the next January 1. Any sick leave taken during the initial three (3) months will be considered leave of absence without pay.

Section 2. Reasons for Granting Sick Leave

A leave of absence granted under these provisions shall be known as "Sick Leave" and shall be granted for the following reasons only:

- (A) Personal illness or physical incapacity to such extent as to be unable to perform the duties of their position.
- (B) Attendance upon members of the family within the household or immediate family of the employee, whose illness requires the care of such employee, provided that not more than twenty (20) working days with pay shall be granted to such employee for this purpose in any one (1) calendar year, not to exceed earned sick leave available.
- (C) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only, and not to exceed earned sick leave available.

Section 3. Notification of Illness/Absence

Unless extenuating circumstances dictate otherwise, notification of an unexpected illness or absence must be provided by the employee, their family, or their physician, at least thirty (30) minutes prior to the time scheduled to start work. Failure to do so may result in disciplinary action.

Section 4. Physician Statements/When Required

If the absence is more than five (5) days or if there are repeated absences of shorter duration a statement from the employee's physician may be required stating the form and extent of the employee's illness or disability. Subsequent certificates may be requested at the discretion of the Director.

If the employee fails to provide a physician's statement when requested, he or she shall not receive pay for the days in question, whether or not the employee has accumulated sick leave to their credit; provided the request shall be made before or during the employee's absence or before the employee returns to work.

In the case of an absence to attend to an ill family member, employees who are required to provide a note for their own illness will be required to provide a similar physician's statement indicating that the employee's presence was required to provide care for a family member.

For employees who have no health insurance coverage at all, whether through the City, any other employer, governmental program or other source, the City shall reimburse the employee for the cost of obtaining the note, minus the applicable co-pay, provided the employee advises the Library Administration in advance of the lack of coverage, and the Library Administration reiterates its requests for the note.

Section 5. Sick Leave Accrual During LOA Periods

Employees granted leave of absence without pay shall not accrue sick leave during said leave of absence but upon resumption of active employment shall have available the sick leave accrued before time of such leave of absence.

Section 6. Willful Violation of Rules and Regulations

Willful violation of any of the rules and regulations promulgated hereunder or the willful making of false claim for sick leave shall subject the employee chargeable therewith liable to restitution and disciplinary action.

Section 7. Sick Leave/Worker's Compensation Interaction

Employees receiving compensation under the provisions of Worker's Compensation Law may draw on accumulated sick leave while it lasts to make up the difference in the regular weekly pay of an employee while receiving Worker's Compensation.

An employee taking annual vacation while receiving Worker's Compensation shall receive their regular weekly pay, chargeable to vacation leave and this will not affect sick leave during this period.

Section 8. Transfers

When an employee is transferred to another department, any unused sick leave accumulated to their credit shall continue to be available for their use as necessary.

Section 9. Death/Retirement Sick Leave Pay Out

Upon the death or retirement of any employee, any unused sick leave shall be paid to the estate of the employee or directly to the employee, whichever is applicable, at the rate of forty-five dollars (\$45.00) per day for the first hundred (100) full days of accrued but unused sick leave (days 1-100), ninety dollars (\$90.00) per day for the next hundred (100) full days of accrued but unused sick leave (days 101-200), one hundred fifteen dollars (\$115.00) per day for the third hundred (100) full days of accrued but unused sick leave (days 201-300), and one hundred twenty-five (\$125.00) per day for the fourth hundred (100) full days of accrued but unused sick leave (days 301-400).

Part-time employees who are not eligible for a superannuation retirement under the provisions of the Cambridge Retirement System will be eligible for the sick leave buy back benefit described above provided that they state their intent to cease working on a regular basis and have attained the age of fifty-five (55) with a minimum of ten (10) years of continuous service with the City of Cambridge, OR in the alternative, shall have at least twenty (20) years of continuous service with the City of Cambridge with no minimum age requirement.

Section 10. Sick Leave Accumulations Rules

Employees shall be granted one and one quarter (1 ¼) days of sick leave per month of service. However, new employees shall not be granted sick leave for their first three (3) months of employment. On their three (3) month anniversary, they shall be credited with 3.75 days and thereafter shall accrue one and one quarter (1 ¼) days per month until the next January 1. The accumulation of sick leave is subject to the following limits: 400 days.

Section 11. Part-time Accumulations Rules

Part-time employees shall accrue sick leave on a prorated basis under the same system described in Section 10 for full-time employees.

Part-time employees who move into a position with a higher number of budgeted hours who already received their annual sick leave accrual on January 1 will, upon their transfer, receive an additional amount of sick leave equal to the difference between the monthly accrual at the higher rate and what they received on January 1 as a monthly accrual, multiplied by the number of full months left in the calendar year.

Part-time employees who move into a position with a higher number of budgeted hours who did not receive their annual accrual of sick leave on January 1 but who have three (3) or

more months of continuous service will continue accruing monthly but at the higher accrual rate until the following January 1.

Note: The language in this section was effective upon ratification of the 2021-2024 collective bargaining agreement. For language in effect prior to that date, please see the 2018-2021 agreement.

Section 12. Administrative Day

Employees who do not miss work due to illness for a six (6) month period shall receive one (1) Administrative day with pay to be used in the following six (6) month period. Administrative days do not apply to the buy-back provision of sick leave and cannot be carried forward.

Effective January 1, 2022, this section will be eliminated. Any Administrative leave that was accrued but unused prior to this date may be utilized until it was due to expire (6 months after accrual), but no new Administrative leave will accrue on or after January 1, 2022.

Section 13. Sick Leave Incentive Payment

Employees with no sick leave use, Worker's Compensation absence, or other unpaid absences for a six (6) month period, (January 1 through June 30, July 1 through December 31) shall be eligible for a \$300.00 payment, payable by July 31/ January 31 following the six (6) month period of no such absence.

ARTICLE 14 PERSONAL DAY

Section 1. Personal Day Allowance

Upon completion of the six (6) month probationary period, all full-time employees shall be entitled to twenty-two and a half (22.5) hours of personal time per year and part-time employees shall be entitled to prorated personal time on the basis of budgeted hours.

Thereafter, effective each January 1, full-time employees shall receive twenty-two and a half (22.5) hours of personal time and part-time employees shall receive personal time prorated on the basis of average hours worked weekly during the previous calendar year.

Personal time may be taken at the employee's discretion, subject to supervisory approval.

Note: The language above was effective January 1, 2022. For language in effect prior to that date please see the 2018-2021 collective bargaining agreement.

Section 2. Part-time to Full time conversion

Employees converting from part-time to full-time status will be entitled to receive an advance of 3 days (or 22.5 hours) of personal time on the following January 1st, if they have completed six months working in a full time capacity. These employees will begin accruing full-time benefits on the date they convert to full-time status.

Prior to January 1st and after six months of full-time continuous service, the employee will be awarded 3 days (or 22.5 hours) of personal time **minus** any prorated part-time personal time they may have received previously in that calendar year.

ARTICLE 15 BEREAVEMENT LEAVE

Note: The language in this article was effective upon ratification of the 2021-2024 collective bargaining agreement. For language in effect prior to ratification, please see the 2018-2021 collective bargaining agreement.

Section 1. Bereavement Allowance

Employees will be granted leave of absence with pay for not more than five (5) work days on account of the death of a spouse, domestic partner, child, step child, child of domestic partner, parent or former legal guardian, step parent, sister, brother, step sister, step brother, son-in-law, daughter-in-law, parent-in-law, step-parent, or parent of a domestic partner whether such relative was a member of the employee's household or not.

Employees will be granted leave of absence with pay for not more than three (3) work days on account of the death of a grandparent, or grandchild whether such relative was a member of the employee's household or not. Pay for absence not to exceed three (3) work days will also be allowed on account of the death of another relative who was a permanent member of the employee's household or of any other person with whom said employee made their home.

Section 2. Bereavement Allowance – One (1) day

Employees also will be paid full salary for absence not to exceed one (1) work day to attend the funeral of a first cousin, brother-in-law, sister-in-law, aunt, uncle, nephew or niece, and spouse's/domestic partner's grandparent, brother-in-law or sister-in-law.

Section 3. Eligibility/Time Period

Bereavement Leave shall typically commence on either the date of death or, if an employee worked on the date of death, on the following day and shall continue for the

number of consecutive work days specified in Sections 1 and 2 above. However, at the discretion of the Library Director, employees may be allowed to defer all or part of their Bereavement Leave in order to attend delayed services or may be granted additional time off if required for travel purposes. Such requests should be made by employees as soon as is practicable.

In order to qualify for bereavement leave based a domestic partnership, the relationship must be either registered with a government agency, recognized by a court of law, or documented with the City's Personnel Department on its Declaration of Domestic Partnership form.

ARTICLE 16 PARENTAL LEAVE

The City of Cambridge Parental Leave Policy that applies to non-union employees, as adopted and as it may be modified by the City from time to time, will also apply to members of this bargaining unit budgeted to work twenty (20) hours or more per week. The City agrees that it will not apply any modification of the amount of parental leave available or the eligibility requirements contained in the Policy to members of this bargaining unit without first negotiating with the Union.

Members of the bargaining unit who are budgeted to work less than twenty (20) hours per week will continue to receive the parental leave benefits set forth in Sections 1 and 2 below.

Section 1. Parental Leave Allowance

A leave of absence without pay will be granted for a period not to exceed six (6) months for the purpose of recovering from pregnancy/childbirth and/or caring for an employee's newborn or newly adopted/placed child or children, provided the employee notifies their department at least four (4) weeks prior to their anticipated date of departure and return. Upon expiration of said leave, the employee may petition the department for additional unpaid time off, not to exceed three (3) additional months. Such leave shall not be unreasonably denied. Upon the expiration of said leave, the employee shall be reinstated to their former position and department. Failure to return to work upon the expiration of said leave will result in termination unless the employee has received a written extension thereto prior to the expiration date.

Section 2. Notification of Return to Work

Employees shall notify the Director, in writing, when they intend to return to work at least four (4) weeks prior thereto. If notice is not given at least four (4) weeks in advance of the end of their parental leave, the employee will be terminated.

ARTICLE 17
MILITARY SERVICE

Section 1. Reinstatement Following Military Service

Permanent employees, who leave the City's service to enter the Military Service, are reinstated to the same or comparable positions, if they receive honorable discharges and apply for employment within ninety (90) days from the time of separation.

Section 2. Benefits Determination

All length of service benefits, including salary, sick leave, and vacation, will be computed as if the employee has not left the City's service.

ARTICLE 18
JURY DUTY

Section 1. Compensation for Jury Duty

In the event that any employee covered by this agreement is called to perform jury services, the City will pay for working time lost. Payment will be the difference between the jury pay and applicable number of hours in the employee's standard work day, times the employee's base hourly rate, for each day of jury duty.

Section 2. Early Dismissal of Jury Service

As a condition to receive such payments, the employee involved must report to the City for such work as he may be assigned if he is discharged from jury service prior to 12:00 noon.

Section 3. Certificate of Attendance

In order to receive jury duty pay, employees shall be required to present weekly to the City a certificate by the Court (or its duly authorized representative) verifying the jury pay received for such duty and, if possible the time spent in such service.

ARTICLE 19
LEAVE OF ABSENCE

Section 1. Personal Leave of Absence

Upon reasonable justification submitted in writing to the Director, the City Manager or their Designee may grant to an employee a personal leave of absence for a period of time

not to exceed six (6) months, or if the purpose of the leave is educational, it shall be extended for the period of the academic year, or more, if more time is needed to complete the program. At the end of the leave of absence, the employee may be reinstated to their former position and department.

Section 2. Alteration of Anniversary Dates

The amount of leaves of absence shall alter employee's anniversary dates for determining annual step increments.

ARTICLE 20 MEDICAL INSURANCE

Section 1. Medical Insurance

The City shall pay 80% share of the cost of the health insurance provided to eligible union members. Such insurance shall be the same as that provided to management employees. The Union agrees that BC/BS Health Flex Blue is an HMO. Employees shall pay 20% of the premium cost, paid on a pretax basis. Employees first hired into the Unit on or after July 1, 2014 shall contribute 25% of the cost of health insurance.

Section 2. Non-City Paid Insurance

The City shall pay \$1600.00 per year (\$133.33 per month) to those eligible employees who have other non-City paid health insurance and who agree not to be covered by a City-offered health plan. Those employees who do not enroll in a City-offered health plan may opt back into a City plan at open enrollment or at any time if their other insurance is lost through no fault of the employee. This shall be done with no waiting period(s) or pre-existing conditions limitation(s). The payment in lieu of health insurance will end the month the employee selects City health coverage. Effective July 1, 2022, the health insurance waiver amount will increase to \$1800.00 per year (\$150 per month).

Section 3. Pre-Tax Flex Spending Accounts

The City will make available a pre-tax flexible spending account for any employee for dependent care and non-reimbursable medical expenses. The City will pay the vendor fee for the account of each employee so enrolled.

Section 4. Dental and Vision Insurance

Members of this bargaining unit who are budgeted to work 20 or more hours per week will participate in the Cambridge Public Employees Dental and Vision Fund's dental and vision care plans on the same terms as those members budgeted to work 37.5 hours or more per week.

ARTICLE 21
WORKER'S COMPENSATION

Section 1. Work Connected Disability

Employees who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Worker's Compensation Act.

Section 2. Injury Reports

Reports of injury must be filed with the Director within a reasonable period from the time of the accident.

Section 3. Sick Leave/Worker's Comp. Interaction

An employee receiving sick leave with pay, who simultaneously receives compensation under Worker's Compensation laws, shall receive, for the duration of such compensation, only that portion of their regular salary while sick leave credits are available, which, together with said compensation, will equal their regular pay.

ARTICLE 22
TRAINING

Section 1. Training Opportunities

Training opportunities will be available to employees for courses offered through the City of Cambridge. Every opportunity will be afforded employees wishing to take such training courses subject to departmental work requirements and with prior approval of the Director which will not be unreasonably withheld.

Section 2. Tuition Reimbursement

Tuition reimbursement shall be available to full-time and part-time employees (upon completion of the six (6) month probationary period) for the cost of courses successfully completed which are related to the employment of the employee and for which the employee has received prior approval from the Director and the Director of Budget and Personnel. The employee shall be reimbursed up to \$1,100.00 per fiscal year. Work schedules may be arranged to allow employees to take approved courses provided that staffing arrangements are met within the work unit.

Section 3. Loan Scholarship Program

All full-time staff members shall become eligible to apply for a loan scholarship program to pursue something less than full-time college attendance in recognized institutions of learning to pursue BS or BA study. Reimbursement for BS/BA study will be authorized

at no more than \$8,500.00 per year per employee. Courses and/or programs must be pursued in recognized colleges or universities which grant recognized degrees for such study.

Matriculation must be prefaced by application to the Library Director, and their written approval for the course of study/institution.

Full-time staff members shall become eligible to apply for a loan scholarship program to pursue a Masters of Library Science (MLS) in colleges or universities which offer such course work. Matriculation requirements are the same as BS/BA and the annual reimbursement allowance for such matriculation shall be a maximum of \$15,500.00 per year per employee approved for such study.

Effective July 1, 2022, eligibility for both BS/BA study and for MLS study will expand to include employees who are budgeted to work thirty (30) or more hours per week.

Also effective July 1, 2022, in addition to being available for a Master of Library Science (MLS), the loan scholarship program will be available for a Master's in Business Administration (MBA), Master's in Public Administration (MPA) or a Master's in Nonprofit Management. Other graduate degree programs may be accepted on a case by case basis if deemed job-related by the Library Director and City Manager. Employees may need to show transcripts and coursework descriptions in order to have a degree deemed job-related.

A maximum annual cap for the entire scholarship program at Cambridge Public Library is set at \$60,000 for all employee scholarship reimbursements. Effective July 1, 2022, the maximum annual cap for the entire scholarship program will increase to \$70,000 for all employee scholarship reimbursements.

Allowable annual matriculation costs shall be limited to course tuition costs, books, laboratory fees and matriculation fees.

After completion and awarding of a BA, BS or MLS degree, or after resignation from employment with the City, or withdrawal, or failure to continue in the program, the employee shall be responsible for repayment of the loan over a period of up to ten (10) years, payable at the then prime rate of interest. Employees who continue to work full-time for the Library or other City Department after graduation shall have the loan and interest payments held in abeyance and the loan and corresponding interest shall be forgiven at a rate of 20% of the total loan for each year of full-time work after graduation. Loan and interest forgiveness shall be prorated for any year in which the employee takes an unpaid leave of absence, after resignation or termination or death or retirement prior to the anniversary date of graduation. Effective July 1, 2022, the abeyance and loan forgiveness provisions described above will apply to employees budgeted to work thirty (30) or more hours per week (rather than full-time).

Loans are to be secured by promissory notes. If a participant leaves City employment before the forgiveness period is completed or before completing the degree program, or

withdraws from or otherwise fails to continue in the degree program, the balance of the loan (or the remainder of the unforgiven balance) shall become due and payable with interest at the then prime rate applied to the balance of the loan or any portion thereof that is unforgiven. No interest shall be charged for the period that the employee was in the degree program. If an employee chooses to pay back the loan in full before it becomes due and payable, there will be no interest charges incurred.

The City and any participating employee shall work together to ameliorate and adjust work schedules in a manner satisfactory to both the City and the employee to accommodate the employee's course attendance.

Section 4. Sunday Work Training

Employees who have the requisite education or experience and who express interest in Sunday work in a department outside their regular weekday job duties may request that they receive paid training within 2 months. If the request is denied, the employee shall be notified of the reasons.

ARTICLE 23 MISCELLANEOUS

Section 1. Pension Plan

Employees who work over twenty (20) hours per week must participate in the City Pension Plan available to other City employees.

Section 2. Bulletin Boards

Bulletin Board space will be provided for Union announcements at the Main Library and each branch. Subject to review at the expiration of this Agreement, union representatives and other employees may use the City's electronic messaging system to send announcements and/or other communications to Union members.

Section 3. Union Representatives

A written list of Union Officers, Executive Board members, and other representatives shall be furnished to the City immediately after their designation and the Union shall notify the City of any changes.

Up to five (5) Union members may attend with no loss of pay all scheduled collective bargaining sessions between the Union and the City. The Union shall select these individuals.

Union officers and Executive Board members (up to 7) are entitled to attend union meetings up to a maximum of five (5) hours per year during regular work hours at no loss of pay.

The Union Chairman and their designee may attend with no loss of pay all meetings between the employees and supervisors when requested by the employee. Upon receiving permission from their supervisors which shall not be unreasonably withheld, the Union Officer shall be permitted to investigate, present, and process grievances on City property during working hours with no loss of pay.

Upon receiving permission from the Director, which permission shall not be unreasonably withheld, the Union Officers and Executive Board members shall be granted reasonable time off for the purpose of attending the annual statewide Union convention.

Section 4. Personnel File

Each employee shall be permitted, with advance notice of seventy-two (72) hours, to examine during normal business hours their personnel file. The City may require that a Personnel Office employee be present during the examination.

Section 5. Professional Excused Time

Employees may be granted a leave of absence with pay to attend such professional meetings as contribute to their continuing education in librarianship. Prior approval of the employee's supervisor and the Director is required. The Director may impose such conditions as necessary for the equitable carrying out of this Section, which impose the least curtailment of Library services.

Section 6. Emergency Closing

In the event of the emergency closing of the Library, employees shall be paid for the hours they are actually scheduled to work at the time of closing.

Section 7. Car Allowance

All employees who are assigned to use their personal automobiles in the course of their employment shall be reimbursed at the rate of either forty-seven (\$.47) cents per mile or the IRS rate, whichever is greater, and pursuant to a statement submitted by the employee to the Director.

Section 8. Job Descriptions/Reclassification

Prior to finalizing and/or posting job descriptions with substantive revisions, the Library will provide the Union with copies of both the original and updated versions. The Union will have three (3) business days to either accept the revisions, return the description with suggestions, or request negotiations if the Union believes the revisions warrant a new classification. If the Library does not agree with any changes suggested by the Union, the parties will meet to negotiate the revised description.

Section 9. Conflict of Interest Issues

Employees will submit any potential conflict of interest issue to the City Solicitor for review and opinion. No outside employment shall be performed when an employee is on sick leave or injured leave. No employee shall perform work which would violate the conflict of interest statute while employed by the City of Cambridge.

Section 10. Cleaning Allowance

Full-time employees with at least one (1) year of service shall be entitled to a cleaning allowance of \$350.00 per year payable within the first two (2) pay periods after July 1.

Part-time employees with at least one (1) year of service shall be entitled to a cleaning allowance of \$200.00 per year payable within the first two (2) pay periods after July 1.

The cleaning allowance for full-time employees with at least five (5) years of service shall be \$450.00.

The cleaning allowance for part-time employees with at least five (5) years of service shall be \$250.00.

Effective July 1, 2022, all full-time employees shall receive a \$600 annual cleaning allowance, paid in two equal installments, for employees active on the payroll on July 1 and December 1.

Also effective July 1, 2022, all part-time employees shall receive a \$400 annual cleaning allowance, paid in two equal installments, for employees active on the payroll on July 1 and December 1.

This cleaning allowance is provided with the expectation that employees will wear clothing that is clean and neat. The parties will establish a joint labor management group to discuss and develop more specific clothing guidelines.

Section 11. MBTA Passes

All employees shall have the option of purchasing an MBTA pass through payroll deduction with reimbursement of 65% of the cost, up to a maximum of \$120.00 per month. This reimbursement shall be on pre-tax basis.

Section 12. Membership Dues

The City shall reimburse unit members' annual dues to either the American Library Association or the Massachusetts Library Association, at the option of the employee.

The City shall also reimburse bargaining unit members' annual dues to any one of the following groups: American Indian Library Association, Asian Pacific American

Librarians Association, Black Caucus American Library Association, Chinese American Libraries Association, The National Association to Promote Library and Information Services to Latinos and the Spanish-Speaking (REFORMA), or another library association as approved by the Library Director or their designee on a case-by-case basis. This provision will not apply to lifetime membership dues.

Section 13. Staffing Committee

A committee comprised of equal members representing both the City/Library and the Association shall be created for the purposes of reviewing the Library's staffing needs. The aforementioned committee shall make recommendations to the parties regarding the issue of staffing.

Section 14. Unpaid Time, Effect on Accruals

Leave of absence without pay must be deducted proportionately from vacation leave credit.

The time taken for parental leave shall not accrue towards those benefits requiring certain period of employment such as increments, vacations, and sick leave.

The period of leave of absence shall not accrue towards length of service benefits such as wage increments, vacation, and sick leave.

Section 15. Blue Bikes Membership

The City shall offer Blue Bikes memberships to benefited employees, on the same terms as non-union employees.

Section 16. Direct Deposit

Employees hired on or after April 15, 2014 (the date of ratification of the 2012-2015 Memorandum of Agreement) will be required to use direct deposit; pay stubs for those employees hired on or after July 1, 2012 may be made available to employees on-line, rather than through paper copy.

Section 17. Parking

Employees will have access to subsidized parking at the 449 Broadway garage and the Green Street garage at the rate of \$2.00 per exit or \$10.00 per week paid through payroll deduction.

Section 18. Adoption Reimbursement

Effective July 1, 2021 or upon ratification, whichever is later, the City will reimburse employees for reasonable expenses associated with adoption, including agency fees, attorney fees, court fees, and travel expenses up to \$2500 per adoption.

ARTICLE 24
STABILITY OF AGREEMENT

Section 1. Amendments, Variations, Alterations

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. Waiver or Relinquishment

The failure of the City or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of the Agreement shall not be considered a waiver or relinquishment of the right of the City or the Union to future performance of any such term or provision, and the obligation of the Union and the City to such future performance shall continue.

ARTICLE 25
SEPARABILITY

If any Article or Section of this contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, of the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of had been restrained, shall not be affected thereby. Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, by law, rule or regulation, or any statute as defined in General Laws Chapter 150E, Section 7, the terms of this Agreement shall prevail.

ARTICLE 26
GENERAL

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily and without qualification waive the right and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not referred to specifically or not covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 27
HEALTH AND WELFARE FUND

The City agrees to contribute to the Fund the sum of \$13.00 per week for each full-time employee covered by this Agreement. The City agrees to split any cost required by the trustees of the fund, above the present \$13.00 per week, on a fifty-fifty (50-50) basis with the eligible employees covered by the Agreement.

ARTICLE 28
WAGES

Section 1. Wage Rates

Annual wages will be increased for all employees according to the following pay schedule:

Retroactive to July 1, 2021	1.0% on base wages
January 1, 2022	1.0% on base wages
July 1, 2022	1.5% on base wages
January 1, 2023	1.0% on base wages
July 1, 2023	2.5% on base wages

Reopener Language

Should, during the life of this contract, any City or School unit reach voluntary agreement with the City for a general across the board base wage increase greater in percentage than that provided to this Union, then the City and the Union agree to reopen the contract for the limited purpose of discussing base wages.

Hive Ambassador Compensation

STEAM is now a core component of the Library's services across each branch and department, and all employees are expected to be involved in and support STEAM programming and outreach activities. Therefore, in recognition of this and of the fact that all employees, including new hires as part of the onboarding process, will be required to successfully complete Hive Ambassador Orientation, members of this bargaining unit will receive \$1.00 per hour base wage increase, effective July 1, 2021, after the cost of living increase is applied.

For Full Wage Schedule and Title Changes, See Attachment A.

Upon reasonable notice, the City will elect to change the day of the week on which employees are paid from Thursday to Friday.

Section 2. Merit Step

Employees currently at Step 4, at their regular anniversary date, shall be considered for placement at Step 5. Placement at Step 5 shall not be denied except upon determination of performance which is unsatisfactory or below expectation. Except during the initial implementation of Step 1, the employee shall be notified at least six (6) months prior to their eligibility, of any deficiencies such as, but not limited to, job knowledge, work attitudes and habits, or productivity that would prevent the employee from obtaining the fifth (5th) step. Employees shall be given the opportunity to correct such deficiencies. Any deficiencies occurring during this six (6) month period should be brought to the employee's attention by management immediately. If the fifth (5th) step is denied, the employee shall be entitled to a hearing before the City Manager or their Designee whose decision is final and shall not be subject to the arbitration provisions of this agreement.

Section 3. Other Considerations

Employees shall be eligible for consideration, based upon a merit determination of excellence in performance, for upgrading with step placement to be at least one (1) full increment above the salary before upgrading. The City will use the agreed upon, published criteria/procedures established by the City and the Union through the Joint Study Committee. Anniversary dates will be based upon the date of upgrading.

The Joint Study Committee will be established on or before six months after the date of ratification of the 2021-2024 collective bargaining agreement. It will consist of two (2) members selected by the City and two (2) members selected by the Union.

When or if the upgraded position becomes vacant, that position shall revert to the previous position classification level.

Effective September 1, 2009, once an employee is placed in a merit position, the employee's job performance will be reviewed annually to determine whether the employee's performance continues at a level of excellence. The evaluation period will run from April 1 to March 31 with evaluations to be delivered before the end of June. The following process shall be used to determine the level of performance:

1. Pre-evaluation meetings

At the time the employee is granted a merit upgrade, a meeting will be held between the employee and the supervisor to discuss relevant goals for the year.

Each employee must be aware of the expectations of their particular position. Therefore, a current job description will be the basis of the employee's primary activities and duties.

The supervisor and employee will discuss goals and the actions necessary to achieve them, and such shall be recorded.

At mid-year an informal discussion between the supervisor and employee will be held to review progress made toward goals.

2. Evaluations

Evaluations of the employee will be conducted by the supervisor with full knowledge of the employee.

The fundamental purpose of the performance evaluation process involves the improvement of professional growth and development. The evaluations are based on the following criteria:

- A. Attendance: The degree to which the employee reports for and remains at work as required. This includes rate of absenteeism; both excused and unexcused; how the employee's attendance affects the ability of the work unit to complete work objectives; and punctuality.
- B. Work habits: The degree to which the employee follows instructions and observes work rules. Specifically, the employee will be evaluated with respect to how work instructions are followed; care and use of equipment; and concerns for safety regulations.
- C. Dependability: The degree to which the employee can be relied upon to accept responsibility and complete work assignments. This pertains to reliability for meeting deadlines and following instructions; and the degree to which an employee can be relied upon to get the job done.
- D. Quantity of work: The amount of acceptable work produced. This pertains to circumstances under which work is performed (space, equipment available, etc.); and the amount of work produced relative to employee assignments. Specifically, employees will be evaluated with respect to self-reliance in completing assignments.
- E. Relations with coworkers: The degree to which an employee gets along with other employees on the job. Specifically, employees will be evaluated with respect to willingness to cooperate and be helpful to coworkers.
- F. Adaptability: The degree to which an employee adjusts to new or different work situations. Specifically employees will be evaluated with respect to application of job knowledge and skills to new or unfamiliar work.

G. Public contact: The manner in which an employee deals with the public through telephone conversation, correspondence or face-to-face contact. Specifically employees will be evaluated with respect to honesty, tact, helpfulness, and courtesy; how the employee presents themselves, and effectiveness in handling difficult confrontations.

3. Definitions of performance levels:

Unsatisfactory:

The employee's performance consistently fails to meet work requirements. The employee shows either an unwillingness or inability to improve. It characterizes an employee whose performance is well below average. This is assessed only if the individual fails to achieve an appropriate degree of improvement in response to an evaluation of "improvement needed" during the previous rating period.

Needs Improvement:

The employee's performance sometimes fails to meet work requirements. This rating indicates performance that is sometimes less than satisfactory and requires that steps be taken to improve performance. It characterizes an employee whose performance is sometimes below average.

Good:

The employee's performance meets work requirements. The employee regularly demonstrates a willingness and ability to meet an acceptable level of performance. Work is consistently well done and is consistent with desired job standards. It characterizes a competent employee.

Very good:

The employee's performance often exceeds work requirements. The employee demonstrates an ability to exceed an acceptable level of performance. It characterizes an employee who does more than what is expected of them.

Outstanding:

The employee's performance and productivity consistently exceed work requirements and expectations.

In order to remain in the merit position an employee must receive a ranking of very good or outstanding. Should this level of excellence in performance not be maintained, the employee shall revert to the previous position classification level and be placed in the top step of the previous position level. Anniversary dates will then be based upon the date of reverting to the previous classification level.

Employees who revert to their previous classification level shall be entitled to a hearing before the city manager or their designee.

Section 4. Annual Increments - Part-time Employees

Increments for part-time employees shall be awarded after one (1) calendar year of service from the last increment or promotion.

Section 5. Above Grade Pay

All staff members working above grade in the unit in a supervisory position for a period of one (1) month or more shall be compensated at the higher rate, subject to step placement according to the increment rule. Compensation under this provision is for replacement of a vacant supervisory position or for a supervisory position where the incumbent is on a long-term medical or other leave of absence, not for an absence consisting of vacation, personal leave and/or compensatory time.

In order to be eligible for Above Grade Pay under this section, an employee must be assigned supervisory duties outside of the job duties/expectations of their current position. It is within the Library's discretion to determine whether and to whom to assign supervisory duties. Seniority and/or job title does not automatically determine eligibility for above grade pay.

The following process will be followed with respect to supervisory position vacancies subject to this section:

- If the Library decides not to appoint someone in an acting/interim role (either at the outset of an anticipated lengthy absence or at the time it becomes clear that an absence will last more than one month), the Library will communicate its decision to the Union and to the staff members impacted by the absence/vacancy.
- If the Union and/or an employee disagrees with a decision not to appoint someone in an acting or interim role, they must notify the Library Director or their designee within 5 calendar days of the Library's communication. The notification must include the name of the employee performing (or anticipating performing) supervisory duties and what specific duties are a concern.
- The parties will then meet to try to resolve the issue. If, after this meeting, the issue is not resolved, the Union may file a grievance.

The procedure outlined above is not intended to preclude the ability of an employee and/or the Union from filing a grievance pursuant to the provisions of Article 4 of the collective bargaining agreement. However, in the event the Union and/or an employee does not provide notification to the Library in the timeframe outlined above, the aggrieved employee will not be allowed to seek above grade pay for the period of time prior to the date on which the Library was notified that there was a dispute regarding the above grade pay.

ARTICLE 29
LAYOFF & RECALL

Section 1. Layoff

Employees shall be laid off in accordance with inverse seniority. Employees in a position left unfunded may bump the senior person in a position for which they are qualified and for which they have seniority. Seniority will be determined by the initial date of appointment with the City. Part-time employment will be prorated from the initial starting date. The above notwithstanding, the same percentage of minority staff as present shall prevail.

Section 2. Recall

Employees shall be entitled to recall for an open position for a period of up to two (2) years from the date of their layoff. In recalling employees to work, the inverse of the layoff procedures will be applied, seniority rights prevailing, provided that in each case the senior employee is qualified and has the ability to do the work in the opinion of the Director. Employees shall be responsible for keeping the City informed as to their current address and telephone number. An employee notified that an opening exists shall have two (2) working days from receipt of the certified notice to notify the City of their availability, and must return to work within two (2) calendar weeks of their recall notice. If the employee fails to comply with the provisions of this Section, they shall have no claim for a work opportunity and shall be removed from the seniority lists and will no longer be eligible for recall. All contract benefits existing at the time of layoff shall be retained at the time of rehire with lapses of service adjusted for accrual allowances.

Section 3. Discussion

In the event of a layoff, the City and the Union agree to meet immediately to discuss methods of layoff and how to implement same.

ARTICLE 30
PERFORMANCE APPRAISAL

After the six month probationary period evaluation process is complete, performance appraisals shall be conducted for counseling and staff development annually. Evaluation periods for all employees will run from April 1 to March 31, with evaluations to be delivered before the end of June. The performance appraisal process and Librarians Progress and Planning Report Tool in Attachment B will be used.

Note: The language in this article became effective upon ratification of the 2021-2024 collective bargaining agreement. For language in effect prior to that date, please see the 2018-2021 collective bargaining agreement.

ARTICLE 31
DURATION

Section 1. Contract Term

This contract shall be effective as of July 1, 2021, and shall continue in full force and effect until June 30, 2024.

Section 2. Re-negotiations

Upon receipt of such notice, the parties will meet and engage in collective bargaining for the purpose of reaching a new Agreement.

ARTICLE 32
WORKING CONDITIONS

Section 1. Transportation Between Work Sites

If an employee arrives at their assigned work site and then is assigned to travel to another work site for coverage, emergency or trouble-shooting work, or due to building closure, the Library shall provide appropriate transportation to the second work site (unless the employee elects to use their own means of transportation). Such transportation may include use of public transportation with reimbursement by the Library. If the employee is required to return to their original work site, the Library shall provide the return transportation.

Section 2. Reasonable Staffing in Branches and Departments

The Library will provide reasonable staffing in all branch libraries and departments. Should a Library employee object to working alone in a branch library based upon safety concerns, additional staffing shall be provided upon request. The Library will not retaliate against employees who request additional staffing.

Section 3. Healthy and Safe Working Conditions

The City shall maintain a healthy and safe workplace for both employees and the general public. In the event of workplace hazard or danger, employees shall be reassigned to healthy and safe workplaces until the hazard or danger has been corrected.

Employees unable to work in their assigned work area due to unhealthy or unsafe working conditions shall be reassigned to an alternate work area. Employees may be required to submit a doctor's letter verifying that they have a condition which precludes them from working in a given area.

If employees in the bargaining unit are concerned about the indoor temperature, they should inform their manager and library administration in order to work on a reasonable solution, which may include relocation.

ARTICLE 33
DRUG AND ALCOHOL TESTING

Section 1. Drug Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for all drug testing.

Any employee suffering from drug abuse may use the City Employee Assistance Program or any counseling and rehabilitation program recommended by such employee's personal physician. For all employees who enter a drug rehabilitation program, the costs of the program shall be paid for by the employees' insurance program. The City shall pay for any costs of initial treatment and rehabilitation over and above the costs covered by such insurance. Employees shall be entitled to use accrued benefit time and/or sick time for the necessary time off involved in the rehabilitation program.

Section 2. Employees Who May Be Tested

Employees covered by this Collective Bargaining Agreement are subject only to probable cause testing as provided herein.

Section 3. Testing

Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two stage testing program. Urine samples will be analyzed by a highly qualified independent laboratory, which is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

If alternative forms of testing for marijuana are approved by the U.S. Department of Transportation within the term of this collective bargaining agreement, the parties agree to reopen the contract for the purpose of discussing the use of the approved alternate test(s).

Section 4. Screening Test

The initial test shall use an immunoassay to determine levels of drugs or drug metabolites. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five (5) drugs or drug classes:

Substance	Initial Test Level (ng/ml)
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Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate Metabolites	300
Phencyclidine	25
Amphetamines	1,000
*25 ng/ml is immunoassay specific for free morphine	

Section 5. Confirmatory Test

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed. The following cutoff levels shall be used to confirm the presence of drugs or drug metabolites:

Substance	Confirmatory Test Level (ng/ml)
Marijuana Metabolite (1)	15
Cocaine Metabolite (2)	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500

-
- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
 - (2) Benzoylcegonine

In the event the initial urine test indicates a positive response the confirmatory test must be done.

Section 6. Laboratory Testing

All laboratories selected by the City for analyzing drug-testing specimens will be SAMHSA certified.

The City agrees to notify the Union of any change of SAMHSA approved laboratories used for drug testing for whatever reason.

Section 7. Probable Cause Testing

Upon probable cause, the City will require an employee to be tested for the use of controlled substances.

Probable cause requirements include facts and circumstances sufficient enough to warrant a reasonable and prudent person's belief that the individual to be tested more probably

than not has used illicit drugs. The belief must be based upon reliable, specific, and objective facts.

The employee's conduct must be witnessed by at least two (2) supervisory or managerial employees. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisors confront an employee, a Union representative should be made available. If no Union representative is available, the employee may select another bargaining unit member to accompany him or her.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

Section 8. Disciplinary Action

Employees may be subject to discipline up to and including discharge for just cause, if they test positive for drugs pursuant to probable cause testing.

In evaluating just cause, the City will take into account the employee's actual participation in and successful completion of a rehabilitation program.

If an employee refuses to submit to a drug test under this Agreement it shall be considered insubordination, warranting discipline under the just cause standard.

Section 9. Preparation for Testing

The City reserves the right to utilize on-site or off-site collection facilities.

Upon arrival at the collection site, an employee must provide the collection agent with photo identification and an unsigned authorization form for urinalysis drug screening. The authorization form will be provided to the employee by the supervisory witnesses. If the employee arrives without the above-listed items, the collection agent shall contact the City's Safety and Health manager or the City Human Resources manager.

The employee signs the consent form and the collection agent signs as a witness.

A standard Department of Transportation approved urine custody and control form shall be supplied by the appropriate laboratory. This form must be used by all collection facilities.

Section 10. Specimen Collection Procedures

The City agrees to use the Specimen Collection Checklist. The checklist is to be used with the affected employees at the collection site by the person performing the collection services for the City.

The checklist is to be used at all locations, but it is understood that failure to use or refusal to use the checklist does not invalidate a properly conducted drug testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for urine collection will follow Department of Transportation (DOT) guidelines to ensure the employee's privacy. An employee who gives probable cause to believe that he or she may have adulterated or substituted a sample will be required to provide a specimen under direct observation by a same gender collection agent.

No unauthorized personnel will be allowed in any area of the collection site. Only one (1) drug testing collection procedure will be conducted at a time and the specimens can only be handled by the collection agent.

The employee being tested should remove any outer garments, such as coats, jackets, hats or scarves, and should leave any personal belongings (e.g. purse or briefcase) with the collection agent. If the employee requests it, the collection agent shall provide the employee with a receipt for their belongings. The employee may retain their wallet.

After washing their hands, the employee shall remain in the presence of the collection agent and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or other materials which could be used to adulterate the specimen.

The collection agent will provide the employee with a new, sealed kit selected by the employee.

The employee will provide their specimen in a stall or otherwise partitioned area that allows for privacy. The City agrees to recognize the employee's right to privacy while being subjected to the collection process at all times and at all collection sites. Further, the City agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass, or offend the employee unnecessarily. Authorization for collection under the direct observation of a same gender collection agent will only be made under specific circumstances. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation shall be necessary only in cases where there is probable cause to believe that an employee has adulterated the initial specimen.

The employee shall be instructed to provide at least forty-five (45) milliliters of urine in the first container. The employee shall hand the specimen to the collection agent. The specimen shall remain in the sight of both the collection agent and the employee at all times. A minimum of fifteen (15) milliliters of urine shall be placed in the second container by the collection agent. The collection agent then shall determine that the first container contains at least thirty (30) milliliters of urine. If the employee is unable to provide forty-five (45) milliliters of urine, the collection agent shall direct the employee to drink fluids, not to exceed forty (40) ounces. Then after a reasonable time not to exceed three (3) hours, the employee shall again attempt to provide a complete specimen, using a new specimen container (the original specimen, if any, must be discarded). If the

employee is still unable to provide forty-five (45) milliliters of urine, he or she will be taken out of service and medical evaluation will be conducted by a licensed physician approved by the City to determine if there is a medical reason for the inability to provide a specimen. If it is not determined that there is a medical reason, the employee will be treated as having refused to take the test. If the employee fails for any reason to provide forty-five (45) milliliters of urine, the collection agent shall contact a City designee.

The reasons to believe that a specimen has been adulterated include conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample, e.g., abnormal urine color or urine temperature outside the acceptable range. All specimens suspected of being adulterated shall be packaged and forwarded to the laboratory for testing.

In the event of suspected specimen adulteration, a second specimen will be immediately collected if possible, and the entire procedure shall be repeated including initiation of a new chain-of-custody form and separate packaging for shipping.

Specimen handling (from one (1) authorized person or place to another) will always be conducted using chain-of-custody procedures. Every effort shall be made to minimize the number of people handling specimens. Both specimen containers shall be sealed and then forwarded to an approved laboratory for testing.

When a test kit is received by a laboratory, the thirty (30) milliliter sealed urine specimen container shall be removed immediately for testing. The shipping container with the remaining sealed container shall be immediately placed in secure refrigerated storage.

If the first sample tests positive, the employee may, within seventy-two (72) hours of receipt of actual notice, order that the second urine specimen be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory for GC/MS confirmatory testing of the presence of the drug(s). Disciplinary action can take place only after the first laboratory reports a positive finding and the second laboratory confirms the presence of the drug(s). If an employee chooses to have the second sample analyzed, he or she shall at that time execute a special check off authorization form to insure payment by the employee. If the second test is positive, and the employee wishes to use the rehabilitation option, the employee shall reimburse the City the costs of the second confirmation test and handling and shipping charges before entering the rehabilitation program. For those employees who choose to have the second specimen tested, disciplinary action can only take place after the first laboratory reports a positive finding and the second laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first laboratory reports a positive finding while the second test is being performed. If the second laboratory report is negative, the employee will not be charged for the cost of the second test and will be reimbursed for all lost time. It is also understood that if an employee opts for the second specimen to be tested, contractual time limits on disciplinary action are waived.

Section 11. Specimen Shipping Preparations

After measuring temperature and visually inspecting the urine specimen, the collection agent shall tighten and seal the specimen-shipping container.

The collection agent shall place a security label (initialed and dated by the employee) over the bottle cap, overlapping the bottle sides.

A double-pouch bag will be used for shipping, with one (1) side for the urine specimen and the other side for paperwork.

The collection agent shall place the urine specimen in the sealable pocket of the specimen bag and then seal the bag.

The collection agent shall place laboratory copies of the urine custody and control form in the back sleeve of the double-pouch bag.

The collection agent shall place the sealed specimen bag in the shipping box and seal the box with the tape provided.

The employee shall receive a copy of the urine custody form and control form.

Section 12. Medical Review Officer

Each Medical Review Officer (MRO) must be a licensed doctor of medicine or osteopathy with knowledge of substance abuse disorders.

The MRO is responsible for performing the following functions:

1. Reviewing the results of the City's drug testing program;
2. Reviewing all positive and negative drug test reports, and making all reports of drug test results to the City;
3. Authorizing the confirmatory testing of the second sample when an initial test result is positive;
4. Within a reasonable time, notifying an employee of a confirmed positive or negative test result.
5. Reviewing and interpreting each confirmed positive test result in order to determine if there is an alternative medical explanation for the specimen's testing positive. The MRO shall perform the following functions as part of the review of a confirmed positive test result:
 - i. Provide an opportunity for the employee to discuss a positive result;
 - ii. Review the employee's medical history and relevant biomedical factors;
 - iii. Review all medical records made available by the employee to determine if a confirmed positive test resulted from legally prescribed medication or other possible explanation;

- iv. Verify that the laboratory report and assessment are correct. The MRO shall be authorized to request that the original specimen be reanalyzed to determine the accuracy of the reported test result;
- v. Process an employee's request to test the split sample. Such testing will be conducted at the employee's expense. The employee shall be reimbursed by the City for any such expense should the retest provide a negative result. If a reanalysis is negative, then the MRO will declare the test cancelled.

Section 13. MRO Determination

If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result, the MRO shall report the test to the City as a negative. No further information concerning legal medications used by the employee or the employee's medical condition shall be transmitted to the City by the MRO.

If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result, the MRO shall report the positive test result to the City.

Based on a review of laboratory reports, quality assurance and quality control data and other drug test results, the MRO may conclude that a particular confirmed positive drug test result is scientifically insufficient for further action. Under these circumstances, the MRO shall conclude that the test is negative for the presence of drugs or drug metabolites in the employee's system.

When there is a question as to the validity or accuracy of a positive test result, only the MRO is authorized to order a re-analysis of the original sample.

Section 14. Employee's Record Retention

The MRO is the sole custodian of the employee's test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results shall be maintained for a maximum of twelve (12) months.

Section 15. Release of Drug Testing Information

When a grievance is filed as a result of a positive test the employee shall authorize the City to obtain from the MRO their records relating to the drug test. Upon receiving the records, the City shall promptly provide copies to the appropriate official of the Union, provided that the employee has executed the consent form authorizing release to

the Union. The consent request shall be given to the employee in conjunction with the request authorizing release of the information to the City.

Section 16. Paid for Time

The employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.
2. a) If the collection site is reasonably en route between the employee's home and the work-site, and the employee is going to or from work, pay for travel time one (1) way between the work-site and the collection site or the collection site to the work-site; or
b) If the collection site is not reasonably en route between the employee's home and the employee's work-site, pay for travel time both ways between the work-site and the collection site.

Section 17. Alcohol Testing

The parties have agreed that the procedures as set forth in this Article shall be the methodology for all alcohol testing.

Any employee suffering from alcohol abuse may use the City Employee Assistance Program or any counseling and rehabilitation program recommended by such employee's personal physician. For all employees who enter an alcohol rehabilitation program, the costs of the program shall be paid for by the employees' insurance program. The City shall pay for any costs of initial treatment and rehabilitation over and above the costs covered by such insurance. Employees shall be entitled to use accrued benefit time and/or sick time for the necessary time off involved in the rehabilitation program.

Section 18. Employees Who May Be Tested

Employees covered by this Collective Bargaining Agreement are subject only to probable cause testing as provided herein.

Section 19. Testing

Because of the consequences that a positive test result has on an employee, the City will employ a very accurate, two-stage testing program. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has been trained in the use of the Evidential Breath Testing (EBT) device, in a course equivalent to the DOT's model course. All samples will be tested according to DOT alcohol testing requirements.

Section 20. Screening Test

The initial screening test uses an EBT device to determine levels of alcohol. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for alcohol:

Breath Alcohol Levels

Less than 0.04 - Negative

0.04 and above - Positive, requiring confirmatory testing.

Section 21. Confirmatory Test

All specimens identified as positive on the initial screening test, showing an alcohol concentration of 0.04 or higher, shall be confirmed using an EBT that is capable of providing a printed result in triplicate, is capable of assigning a unique and sequential number to each test, and is capable of printing out. On each copy of the printed test result the manufacturer's name for the device, the device's serial number, and the date and time of the test shall be displayed.

A confirmatory test shall be performed not sooner than fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test.

The following cutoff levels shall be used to confirm the presence of alcohol:

Breath Alcohol Levels

Less than 0.04 - Negative

0.04 and above - Positive

Section 22. Probable Cause Testing

Upon probable cause, the City will require an employee to be tested for the use of alcohol.

Probable cause requirements include facts and circumstances sufficient enough to warrant a reasonable and prudent person's belief that the individual to be tested more probably than not has used alcohol. The belief must be based upon reliable, specific and objective facts.

The employee's conduct must be witnessed by at least two (2) supervisors and/or managerial supervisors. The witnesses must have received training in observing a person's behavior to determine if a medical evaluation is required. When the supervisors confront an employee, a Union representative should be made available. If no Union representative is available, the employee may select another bargaining unit member to accompany him or her.

Documentation of the employee's conduct shall be prepared and signed by the witnesses within twenty-four (24) hours of the observed behavior, or before test results are released, whichever is earlier. In addition, a copy will be sent to the Union in a timely manner.

Section 23. Disciplinary Action

Employees may be subject to discipline up to and including discharge for just cause.

Refusal to submit to a probable cause alcohol test shall be deemed insubordination, warranting discipline under the just cause standard.

An employee taken out of service for a positive test result must have a negative test prior to returning to work. If the test proves negative, the employee shall be reimbursed for all costs relating to that test.

Section 24. Preparation for Testing

The City reserves the right to utilize on-site or off-site testing facilities. Under no circumstances shall the City utilize City personnel to serve as a Breath Alcohol Technician (BAT). City forms used in the testing procedure shall be mutually agreed upon by both parties of this Agreement.

Upon arriving at the test site, the employee must provide the BAT with photo identification.

If the employee arrives without the photo identification, the BAT shall contact the City Safety and Health manager or the City Human Resources manager.

A consent form will be provided to the BAT by the City. The employee shall sign the consent form and the BAT shall sign as witness.

A standard DOT approved alcohol testing form shall be used by all testing facilities.

Section 25. Specimen Testing Procedures

The City agrees to implement the Specimen Testing Checklist. The checklist is to be used with the affected employee at the testing site by the person performing the testing services for the City.

The checklist is to be used at all locations, but it is understood that failure to use or refusal to use the checklist does not invalidate a properly conducted alcohol testing procedure. Nor does it prohibit an employee's recourse to the collective bargaining agreement and/or the grievance procedure.

All procedures for alcohol testing will follow DOT guidelines to ensure the employee's privacy.

No unauthorized personnel shall be allowed in any area of the testing site. Only one (1) alcohol testing procedure shall be conducted at a time.

The employee shall provide his or her specimen in a location that allows for privacy. The City agrees to recognize the employee's right to privacy while being subjected to the testing process at all times and at all testing sites. Further, the City agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass, or offend the

employee unnecessarily. Testing will be under the direct observation of a BAT. All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the EBT device. If the employee is unable to provide sufficient amount of breath, the BAT shall direct the employee to again attempt to provide a complete sample. If the employee fails for any reason to provide the requisite amount of breath, the BAT shall contact the City. If an employee is unsuccessful in providing the requisite amount of breath, the City then must have the employee obtain, as soon as practical, an evaluation from a licensed physician chosen by the City concerning the employee's medical ability to provide an adequate amount of breath. If the physician determines that a medical condition has, or with a high degree of probability, could have precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will not be deemed a refusal to take the test.

If the physician is unable to make a determination that the employee was medically unable to provide a sufficient amount of breath, the employee will be regarded as refusing to take the test.

The BAT shall document any unusual behavior or appearance on the alcohol testing form.

Section 26. Medical Review Officer

The Medical Review Officer (MRO) must be a licensed doctor of medicine or osteopathy with knowledge of alcohol abuse disorders.

The MRO is responsible for performing the following functions:

1. Reviewing the results of the City's alcohol testing program;
2. Reviewing all positive and negative alcohol test reports, and making all reports of alcohol test results to the City;
3. Authorizing the confirmatory testing of the second sample when an initial test result is positive; and,
4. Within a reasonable time, notifying an employee of a confirmed positive or negative test result.

Section 27. Employee's Record Retention

The MRO is the sole custodian of the employee's test results. The MRO shall retain reports of individual positive test results for a minimum of five (5) years. Individual negative test results shall be maintained for a maximum of twelve (12) months.

Section 28. Record Retention of Test Procedures

The City or its agent is required to maintain the following records for two (2) years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the City's compliance with the Quality Assurance Plan (QAP) for each EBT it uses for alcohol testing;
3. Records of the training and proficiency testing of each BAT used in employee testing; and,
4. Any required log books.

The City or its agent must maintain for five (5) years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Section 29. Release of Alcohol Testing Information

The BAT shall inform the employee before testing that the City will be notified if the confirmatory test is at or above 0.04, since the employee will be removed from service. When a grievance is filed as a result of a positive test the employee shall authorize the City to obtain from the MRO their records relating to the alcohol test. Upon receiving the records, the City shall promptly provide copies to the appropriate official of the Union, provided that the employee has executed the consent form authorizing release to the Union. The consent request shall be given to the employee in conjunction with the request authorizing release of the information to the City.

Section 30. Paid For Time

The employee will be paid their regular straight time hourly rate of pay in the following manner:

1. For all time at the collection site.
2. a) If the collection site is reasonably en route between the employee's home and the work-site, and the employee is going to or from work, pay for travel time one (1) way between the work-site and the collection site or the collection site to the work-site; or
b) If the collection site is not reasonably en route between the employee's home and the employee's work-site, pay for travel time both ways between the work-site and the collection site.

Section 31. Retention of Employee's Negative Drug or Alcohol Testing Records

In the event that any initial or confirmatory drug or alcohol test proves negative or in the event that either initial or confirmatory test results are proved to be false positives, the employee's name and identification shall be removed from all City records of the initial test or confirmatory test. No evidence of probable cause suspicion of the employee whose test result has proved negative shall be retained in any Library or City personnel file.

ARTICLE 34
SICK LEAVE BANK

The CPLSA Sick Leave Bank (the Bank) shall be maintained at a minimum of 150 days. These will be accumulated by the following means:

1. A mandatory contribution of one day of sick leave per year by each member of the Bank, in January of each year, pro-rated for part-time staff based on their position's base work hours.
2. Voluntary contributions of Association members to the Bank in January of each year.
3. Voluntary contributions of Association members to the Bank upon retirement made with the Sick Leave Bank Voluntary Contribution form (Attachment E)
4. Mandatory contributions of sick leave beyond the one day per year only upon majority vote by Sick Leave Bank members.

Contributions made by members will not affect the earning of sick leave incentive pay or administrative days.

The initial loan of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) working days per calendar year. Under special circumstances, the Sick Leave Bank Committee will consider requests for up to an additional twenty (20) working days within the same calendar year. Any employee who requests and receives time beyond the initial twenty (20) working days waives their right to request that time from the Sick Leave Bank during the next calendar year. Under no circumstances will loans be made that result in more than one hundred (100) days being owed by an employee. All loans are expected to be repaid by the employee out of future sick leave earned by the employee.

Upon retirement, before receiving any cash payments for accrued sick time, any employee who has been loaned time from the Bank will be required to return that time to the Bank.

The Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members representing the Association and two (2) members representing the City/Library. The Sick Leave Bank Committee, by majority vote, shall determine eligibility for the use of the Bank and the amount of leave to be loaned.

The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate evidence of non-work related serious illness or injury;
2. Prior utilization of all eligible sick leave, personal, vacation, administrative and compensatory time.
3. Participation in the Sick Leave Bank as demonstrated by this policy:

Using the Sick Leave Bank Membership Authorization form (attachment C), current members represented by the bargaining unit must decline or accept

membership in the Bank within thirty (30) working days of ratification of this contract. New CPLSA members must decline or accept membership within thirty (30) working days of becoming a member of the bargaining unit. Current members, in order to maintain eligibility, must contribute the time specified above to the Bank in January of each year and whenever there is a majority vote by CPLSA Sick Leave Bank members to contribute additional time. If an individual declines to accept membership in the Bank or subsequently renounces their membership, that individual may rejoin the Bank, but must wait one (1) year after joining/rejoining before requesting a withdrawal of time from the Bank.

4. Propriety of use of previous sick leave;
5. Number of hours available in the Bank; and,
6. Number of working days owed to the Bank by employee.

Application Process: Eligible employees may apply to receive time from the Bank by submitting a Sick Leave Bank Request form (Attachment D) and supporting medical documentation to either the Assistant Director for Human Resources or to the President of the CPLSA Executive Board. If an employee is unable to make the request for himself/herself, the application may be made by a family member or union representative.

Members requesting to use time from the Sick Leave Bank must provide adequate evidence of their serious illness or injury in the form of a medical certification signed by a physician or physician's assistant. The certification should be on a physician's letterhead and should specify the nature of the illness or injury, state why it is medically necessary for the employee to remain out of work and provide a date on which the employee is expected to return to work. In the alternative, an employee may submit a Family and Medical Leave Act (FMLA) form signed by a physician or physician's assistant.

Reconsideration Process: If the Sick Leave Bank Committee rejects an application for leave, the employee may submit a written request for reconsideration to the Sick Leave Bank Committee within ten (10) days of the date of the original decision. Any decision made by the Sick Leave Bank Committee as a result of a reconsideration request will be final and there will be no further avenue for any rejected applicant thereafter.

The above paragraph shall not apply to a member of the Bank who experiences a change in circumstances relating to their illness or injury. Any such member is welcome to submit a new request to the Sick Leave Bank Committee accompanied by a doctor's note that clearly describes the change in circumstances.


Repayment: Upon adoption, each new loan of sick leave granted by the Sick Leave Bank Committee will be repaid to the Bank according to the following provisions. On January first of each year, any employee with an outstanding balance owed to the Bank, will pay back five (5) days or 50% of their accrued amount of sick leave, whichever is lower. This payment will be made after and in addition to the annual (1) day payable to the Bank for continued membership. Employees who decline membership in the Bank will still be required to pay back any balance owed.

Witness our hands and seals this 16th day of March, 2022.

CITY OF CAMBRIDGE:


CAMBRIDGE PUBLIC LIBRARY STAFF
ASSOCIATION, MLSA, LOCAL 4928,
MFT, AFT, AFL-CIO:

BY:


Louis A. DePasquale, City Manager

BY:


CPLSA Board Member


Sheila Keady Rawson, Personnel Director


CPLSA Board Member


Maria McCauley, Director of Libraries



CPLSA Board Member


Joy Kim, Deputy Director of Libraries


CPLSA Board Member



Approved for Form:


Nancy E. Glowa, City Solicitor
City of Cambridge

ATTACHMENT A

WAGE RATES

Job Title	Step	Hourly Rate 7/1/21	Hourly Rate 1/1/22	Hourly Rate 7/1/22	Hourly Rate 1/1/23	Hourly Rate 7/1/23
Library Clerk	1	21.4698	21.6845	22.0098	22.2299	22.7857
	2	22.4489	22.6734	23.0135	23.2436	23.8247
	3	23.4279	23.6622	24.0171	24.2573	24.8637
	4	24.4069	24.6510	25.0208	25.2710	25.9028
	5	25.3860	25.6398	26.0244	26.2847	26.9418
Library Assistant	1	25.2595	25.5121	25.8948	26.1538	26.8076
	2	25.7239	25.9811	26.3708	26.6346	27.3004
	3	26.1886	26.4505	26.8472	27.1157	27.7936
	4	26.6528	26.9193	27.3231	27.5963	28.2862
	5	27.1178	27.3889	27.7998	28.0778	28.7797
Librarian II	1	26.4347	26.6991	27.0996	27.3706	28.0548
	2	26.8996	27.1686	27.5761	27.8519	28.5482
	3	27.3639	27.6376	28.0521	28.3326	29.0410
	4	27.8291	28.1074	28.5290	28.8143	29.5346
	5	28.2936	28.5765	29.0052	29.2952	30.0276
Library Associate	1	28.4874	28.7723	29.2038	29.4959	30.2333
	2	29.2734	29.5661	30.0096	30.3097	31.0674
	3	30.0816	30.3824	30.8382	31.1466	31.9252
	4	30.9147	31.2239	31.6922	32.0092	32.8094
	5	31.4481	31.7626	32.2390	32.5614	33.3755
Staff Librarian	1	31.6353	31.9517	32.4309	32.7552	33.5741
Senior Technician	2	32.7573	33.0849	33.5811	33.9169	34.7649
Program & Event Technician	3	33.8791	34.2179	34.7312	35.0785	35.9554
	4	35.0009	35.3509	35.8812	36.2400	37.1460
	5	36.1227	36.4839	37.0312	37.4015	38.3366
Branch Manager	1	35.3163	35.6695	36.2045	36.5665	37.4807
Senior Librarian	2	36.5722	36.9379	37.4920	37.8669	38.8136
Graphic Designer	3	37.8288	38.2071	38.7802	39.1680	40.1472
Literacy Specialist	4	39.0858	39.4766	40.0688	40.4695	41.4812
	5	40.3415	40.7449	41.3561	41.7697	42.8139

ATTACHMENT B

LIBRARIANS PROGRESS PLANNING REPORT

**Cambridge Public Library
Librarian's Progress and Planning Report**

Name _____ Title _____

Unit

Dates of Coverage

(This form is used to evaluate professional librarians with supervisory responsibilities)

Factors Evaluated and Performance Characteristics:

1. **Leadership** (ability to create an atmosphere that encourages employees to achieve goals; setting an appropriate example for employees; ability to motivate others)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

2. **Planning and Organizing** (setting priorities and performing important tasks first; ability to identify goals and organize work patterns to achieve these goals; delegates authority and responsibility when appropriate; works within budget)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

3. **Decision Making** (the ability to identify problem, solicit suggestions and formulate strategies for problem solving; consistency of judgment; anticipates potential problems)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments

4. **Communicative Skills** (ability to instruct clearly; ability to work effectively with colleagues and patrons; ability to give clear and concise instructions; ability to communicate a friendly, helpful attitude to the public; ability to effectively publicize and promote services; enhance library services through community outreach)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: .

5. **Supervisory Skills** (fairness and impartiality toward staff members; willingness to recognize and resolve grievances; recognition of meritorious ideas and work of individuals/groups; ability to provide appropriate insight and assistance to facilitate problem solving for employees; encourages the professional advancement of employees)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

6. **Initiative** (extra efforts to attain goals; seeks better ways to achieve results; creative thinking; resourceful)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

7. Overall Performance

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Evaluator's Comments (Performance factors rated either "Unsatisfactory" or Outstanding" must be explained individual).

Employee Development (Give suggestions as to what an employee can do to develop or improve performance and what the Evaluator can do to assist)

Signatures of Supervisors

This report is based on my observation and/or knowledge. It represents my best judgment of the employee's performance.

Signature of Evaluator _____ Date _____

Signature of Administrator Officer _____ Date _____

Employee Acknowledgement

I have reviewed this report and have had the opportunity to discuss it with my supervisor. My signature does not necessarily mean that I agree with the report. I understand that I may attach comments if I desire.

Signature of Employee _____ Date _____

Cambridge Public Library Librarian's Progress and Planning Report

Name _____ Title

(This form is used to evaluate paraprofessionals and non-supervising professional librarians)

Factors Evaluated and Performance Characteristics:

1. **Attendance** (absenteeism; punctuality; remaining on job)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

2. **Quantity of Work** (quantity of acceptable work completed within reasonable time limits)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

3. **Quality of Work** (accuracy; creativity; reliability; thoroughness; knowledge of principles relating to job performance; ability to integrate; ability to set priorities, ability to execute excellent judgment)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

4. **Adaptability & Attitude** (cooperation with others to further the objectives of the library and unit; willingness to fill in for colleagues when necessary; receptivity to suggestions; adaptability and flexibility; openness to change)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

5. **Knowledge** (understands needs and requirements of job; stays abreast of library and unit policies, procedures, objectives, and initiatives; keeps current on changes in profession)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

6. **Initiative** (Notices issues and takes action; seeks extra efforts to attain goals and achieve results; creative and innovative thinking; resourceful)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

7. **Communication and Personal Relations** (ability to work effectively with, give clear and concise instructions to; and communicate a friendly, helpful, and professional attitude to colleagues and the public)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

8. **Dependability** (ability and willingness to follow instructions; meet deadlines and fulfill responsibilities (including regular forms and communications) without direct supervision or reminders)

Excellent Performance	Exceeds Position Requirements	Meets Position Requirements	Improvement Needed	Unsatisfactory Performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

9. Overall Performance

Excellent
Performance

Exceeds Position
Requirements

Meets Position
Requirements

Improvement
Needed

Unsatisfactory
Performance

Comments:

Evaluator's Comments (*Performance factors rated either "Unsatisfactory" or "Outstanding" must be explained individually.*)

Employee Development (*Give suggestions as to what an employee can do to develop or improve performance and what the Evaluator can do to assist*)

Signatures of Supervisors

This report is based on my observation and/or knowledge. It represents my best judgement of the employee's performance.

Signature of Evaluator _____ Date _____

Signature of Administrator Officer _____ Date _____

Employee Acknowledgement

I have reviewed this report and have had the opportunity to discuss it with my supervisor. My signature does not necessarily mean that I agree with the report. I understand that I may attach comments if I desire.

Signature of Employee _____ Date _____

ATTACHMENT C: SICK LEAVE BANK MEMBERSHIP AUTHORIZATION

CPLSA, MLSA, LOCAL 4928, MFT, AFT, AFL-CIO
SICK LEAVE BANK MEMBERSHIP AUTHORIZATION

Check one:

- I decline to become a member of the CPLSA Sick Leave Bank.
- I accept the terms and conditions of membership in the CPLSA Sick Leave Bank as set forth in Article 34 of the collective bargaining agreement.

I understand that I must wait one (1) year after joining before requesting a withdrawal of time from the CPLSA Sick Leave Bank. I understand that application to The Sick Leave Bank Committee for a loan of sick time would authorize the Committee to request from the Library an accounting of my sick leave status, and access to medical information regarding my condition. I understand that I will have no legal or equitable relief or recourse against the Library, City or Local 4928 as a result of decisions made by the Committee.

I understand that upon retirement, before receiving any cash payments for accrued sick time, any employee who has been granted time from the Sick Leave Bank will be required to return that time to the Bank.

I understand that on January first of each year, any employee with an outstanding balance owed to the Bank, will pay back five (5) days or 50% of their accrued amount of sick leave, whichever is lower. This payment will be in addition to the annual (1) day (which will be paid first) payable to the Bank for continued membership. Employees who decline membership in the Bank will still be required to pay back any balance owed.

- I hereby withdraw my membership in the CPLSA Sick Leave Bank.

FULL NAME (please print or type):

Last Name: _____ First Name: _____

Signature:

Date:

Received by the Sick Leave Bank Committee

Date:

Initials:

ATTACHMENT D: SICK LEAVE BANK REQUEST FORM

CPLSA, MLSA, LOCAL 4928, MFT, AFT, AFL-CIO
SICK LEAVE BANK REQUEST

FULL NAME (please print or type):

Last Name: _____ First Name: _____

AMOUNT IN HOURS OF TIME REQUESTED:

REASON FOR REQUEST:

Have you exhausted all other paid leave?

(circle one) Yes No

Is the illness or injury related to an on-the-job injury or workers' compensation matter?

(circle one) Yes No

Which supporting medical documentation have you attached to this form?

(circle one) Doctor's Note FMLA form

I understand that all sick time loans are expected to be repaid as set forth in Article 34 of the collective bargaining agreement.

Signature:

Date:

Received by the Sick Leave Bank Committee

Date Received:

Initials:

Reviewed by Sick Leave Bank Committee

Request is: (circle one) Approved Denied

If approved, time in hours awarded:

Date:

Initials:

ATTACHMENT E: SICK LEAVE BANK VOLUNTARY CONTRIBUTION FORM

CPLSA, MLSA, LOCAL 4928, MFT, AFT, AFL-CIO
SICK LEAVE BANK VOLUNTARY CONTRIBUTION

FULL NAME (please print or type):

Last Name: _____ First Name: _____

Check one:

- I wish to donate ___ hours to the CPLSA Sick Leave Bank.

I understand that this donation is voluntary and may affect any cash payments for accrued sick time that I may have earned.

- I am retiring and wish to donate ___ hours to the CPLSA Sick Leave Bank.

I understand that this donation is voluntary and may affect any cash payments for accrued sick time that I may have earned.

Signature:

Date:

Received by the Sick Leave Bank Committee

Date:

Initials:

SIDE LETTER 1

SUNDAY HOURS

The parties recognize that the criteria for requiring Sunday work by new hires are multi-faceted, involving full-time and part-time status, necessary skills and qualifications, and availability. The parties will have continuing discussions through a labor-management committee (2 members each) of sharing concerns and developing procedures to avoid one or more employees having a clearly disproportionate number of Sundays required as compared to other employees with similar status, skills and qualifications, and availability.

SIDE LETTER 2

DELIVERY OF PAYCHECK

The City reserves the right to modify the manner in which paychecks are delivered to branch employees not on direct deposit. Upon notice to employees of this modification, such checks will be available for employees to pick up at the Main Library by 12 noon on Thursday. Any checks not picked up will be placed in a sealed envelope, by branch, and delivered by noon on Friday. The Library's newsletter will still be available to all employees at the same time in electronic format.

SIDE LETTER 3

COPIES OF COLLECTIVE BARGAINING AGREEMENT

The parties agree that an electronic version of the final collective bargaining agreement will be made available to all Union members on a shared hard drive (currently, the "S" drive). Printed copies of the agreement will be available to individuals only upon request.

SIDE LETTER 4

CHILDCARE

The City recognizes that finding reliable, affordable childcare is a challenge for many of its employees, including those in this bargaining unit. Therefore, should it convene a working group or committee to study the feasibility of aiding employees in this situation, whether through a financial or other service or benefit, at least two members of this bargaining unit, selected by the Union, will be invited to participate in that group or committee.