

AGREEMENT

BETWEEN

**MIDDLETOWN PUBLIC LIBRARY BOARD OF
TRUSTEES**

AND

**MIDDLETOWN PUBLIC LIBRARY EMPLOYEES
ASSOCIATION/NEARI**

FOR THE PERIOD

FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2018

**MIDDLETOWN PUBLIC LIBRARY EMPLOYEES
ASSOCIATION/NEARI
NEGOTIATING TEAM:**

Susan Connor, Co-President

Candise Prewitt, Co-President

Linda LaClair, Assistant Executive Director/UniServ

**MIDDLETOWN PUBLIC LIBRARY BOARD OF TRUSTEES
NEGOTIATING TEAM:**

Lucie-Anne Dionne-Thomas, Trustee

Ernest Gibbons, Trustee

Timothy C. Cavazza, Esq., Board Legal Counsel

Theresa Coish, Director

TABLE OF CONTENTS

	Page
PREAMBLE	5
ARTICLE 1 – UNION SECURITY	6
Section 1.1 – Recognition.....	6
Section 1.2 – Dues.....	6
Section 1.3 – Union Officers and Representatives	6
Section 1.4 – Union Meetings	6
ARTICLE 2 – NON-DISCRIMINATION.....	7
Section 2.1 – General	7
Section 2.2 – Union Activity	7
Section 2.3 – Gender	7
ARTICLE 3 – MANAGEMENT RIGHTS.....	7
ARTICLE 4 – STRIKES AND LOCKOUTS.....	8
ARTICLE 5 – PROBATIONARY PERIOD.....	8
Section 5.....	8
ARTICLE 6 – SENIORITY	8
Section 6.1 – Definition of Seniority	8
Section 6.2 – Lay-off and Recall	10
Section 6.3 – Leaves of Absence.....	10
Section 6.4 – Grievability	11
ARTICLE 7 – Promotions/Vacancies/New Positions/Transfers.....	11
Section 7.1 – Promotions/Vacancies/New Positions	11
Section 7.2 – Probationary Trial Periods.....	12
Section 7.3 – Transfers	12
ARTICLE 8 – HOURS OF WORK/JOB DESCRIPTION/JOB REPLACEMENT	12
Section 8.1 – Normal Work Week	12
Section 8.2 – Overtime	13
Section 8.3 – Distribution of Overtime.....	14
Section 8.4 – Job Descriptions.....	14
Section 8.5 – Personnel Files	15
Section 8.6 – Performance Reviews	15
Section 8.7 – Leave of Absence	15

ARTICLE 9 – SALARIES AND WAGES.....	15
Section 9.1	15
Section 9.2 – Administration Position Classification	16
Section 9.3 – Employee Promotions.....	16
Section 9.4 – Temporary Disability Insurance.....	16
 ARTICLE 10 – PENSION.....	 17
 ARTICLE 11 – HOLIDAYS.....	 17
Section 11.1	17
Section 11.2	17
Section 11.3	18
Section 11.4	18
 ARTICLE 12 – ANNUAL LEAVE	 18
Section 12.1	18
 ARTICLE 13 – SICK LEAVE.....	 19
Section 13.1	19
Section 13.2 – Definitions	19
Section 13.3 – At Separation of Employment.....	20
Section 13.4 – Other Uses	20
 ARTICLE 14 – BEREAVEMENT LEAVE	 20
Section 14	20
 ARTICLE 15 – OTHER LEAVE	 20
Section 15	20
 ARTICLE 16 – MATERNITY AND PARENTAL LEAVE	 21
Section 16.1 – Maternity Leave.....	21
Section 16.2 – Maternity Leave Without Pay	21
Section 16.3 – Paternal/Family Leave	22
Section 16.4 – Other.....	22
 ARTICLE 17 – HEALTH AND DENTAL INSURANCE	 22
Section 17.1 Health Insurance	22
Section 17.2	24
Section 17.3	24
Section 17.4	24
Section 17.5	24
 ARTICLE 18 – INCLEMENT WEATHER.....	 24
 ARTICLE 19 – CAR ALLOWANCE	 24

ARTICLE 20 – STAFF DEVELOPMENT	24
ARTICLE 21 – BULLETIN BOARDS AND POSTING OF VACANCIES	25
Section 21.1 – Bulletin Boards	25
ARTICLE 22 – DISCHARGE AND DISCIPLINE	25
Section 22.1	25
ARTICLE 23 – GRIEVANCE PROCEDURE AND ARBITRATION	26
Section 23.1	26
ARTICLE 24 – SAVINGS CLAUSE	27
ARTICLE 25 – COST SAVINGS.....	27
ARTICLE 26 – TITLES.....	27
ARTICLE 27 – DURATION.....	27
APPENDIX A	29
APPENDIX B	30
APPENDIX C	31

PREAMBLE

This Agreement, entered into by and between the Middletown Public Library Board of Trustees, hereinafter referred to as the "Board", and the Middletown Public Library Employees Association/NEARI, hereinafter referred to as the "Union" or the "Association", has as its purpose the promotion of harmonious relations between the Board and its employees, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment at the Middletown Public Library (the "Library").

ARTICLE 1

UNION SECURITY

Section 1.1 Recognition

- a. The Board recognizes the Union as sole and exclusive bargaining agent for purposes of collective bargaining for all employees in the bargaining unit. The bargaining unit for purposes of this Agreement shall consist of all full-time employees and all part-time employees who are regularly scheduled to work 20 or more hours per week.
- b. The Board will not engage in collective bargaining for members of the bargaining unit with any organization other than the Union unless and until such time as the Union is no longer the duly certified sole and exclusive representative of said members for purposes of collective bargaining.

Section 1.2 Dues

- a. The Board agrees to deduct Union dues, as established by the Union, from the pay of each member of the bargaining unit in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization therefore in a form acceptable to the Board. The amount of such deductions for Union Dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month.
- b. All members of the bargaining unit who choose not to become members of the Union shall pay each month a lawful agency fee as a condition of continued employment. The Board shall deduct and transmit such fee in the same manner as provided for Union dues in paragraph (a), above. The Union agrees to indemnify the Board and hold it harmless for any and all claims and liabilities asserted against the Board and cost incurred by it which arise out of such payroll deductions.
- c. The Union will notify the Board in writing not less than thirty (30) days prior to any change in the amount of dues.

Section 1.3 Union Officers and Representatives

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

Section 1.4 Union Meetings

Employee union meetings may be held in the Middletown Public Library.

ARTICLE 2

NON-DISCRIMINATION

Section 2.1 General

Neither the Board nor the Union shall unlawfully discriminate against any employee in the bargaining unit because of such employee's age, sex, marital status, race, religion, color, creed, national origin, physical handicap, sexual orientation or political affiliation.

Section 2.2 Union Activity

The Board shall not unlawfully discriminate against any employee in the bargaining unit because of membership in, or legitimate activity on behalf of the Union.

Section 2.3 Gender

The use of the female gender in this Agreement shall be construed as including both the feminine and masculine genders and not as a restriction on sex, unless the context in which such reference is made implies a contrary construction.

ARTICLE 3

MANAGEMENT RIGHTS

- a. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, powers, rights, jurisdiction and responsibilities of the Board are retained by and reserved exclusively to the Board, including, but not limited to, the rights to manage the affairs of the Library; to determine the methods, means processes and personnel by which its operations are to be conducted; to determine the schedules and hours of work; to require from each employee the efficient utilization from each employee of her service; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; to establish and enforce personnel policies and rules relating to the duties, responsibilities and working conditions of employees; to require an employee, based on a valid reason, to submit to a physical examination by a physician of the Board's choice and at the Board's expense; and to take whatever action may be conducive to carrying out the mission of the Library. The above rights, responsibilities and prerogatives are inherent in the Board of Trustees and the Library Director by virtue of statutory and constitutional provisions and cannot be subject to

any grievance or arbitration proceeding except as specifically provided for in this Agreement.

- b. The only past practices of the parties which are intended to be binding on future conduct are those which the parties have expressly agreed upon as being binding practices in a writing signed by both parties and included in this Agreement.

ARTICLE 4

STRIKES AND LOCKOUTS

The Union will not cause, call or sanction any strike, work stoppage or slow-down, nor will the Board lock out its employees, during the term of this Agreement.

ARTICLE 5

PROBATIONARY PERIOD

- Section 5.**
- a. All original appointments shall be for a probationary period of one (1) year from the date of employment.
 - b. Probationary employees shall be entitled to receive salary increments and fringe benefits as provided by the Agreement.
 - c. Upon completion of the probationary period, these employees shall be considered as permanent employees. They shall be given credit on the seniority list retroactive to the date of actual service.
 - d. The provisions of Article 23 (Grievance Procedure and Arbitration) shall not apply to probationary employees.

ARTICLE 6

SENIORITY

Section 6.1 **Definition of Seniority**

- a. Seniority shall be defined as:
 - 1. **JOB CLASSIFICATION SENIORITY** - is the length of service of a bargaining unit member in a present position within a job classification (See Article 9 and Appendix A) within the bargaining unit.
 - 2. **BARGAINING UNIT SENIORITY** - is the total

length of service for all bargaining unit positions held by a bargaining unit member.

b. Seniority shall govern accordingly:

1. with respect to layoffs, recalls, transfers, promotions - by job classification seniority.
2. with respect to vacation preference and days off - by bargaining unit seniority.

c. Lists

Board shall establish two (2) seniority lists containing the seniority dates: (1) by job classification; and (2) by bargaining unit, which shall be updated annually on or before August 1. The Library Director shall provide the Union President with the initial seniority lists within thirty (30) days from the date of the execution of this Agreement. A copy of each list and annual update shall be furnished to the Union President upon completion, but no later than August 1.

Any disagreement as to the accuracy of said seniority list on the part of the Union, an employee or group of employees, shall be subject to the grievance and arbitration provisions of this Agreement and submitted to the Library Director within thirty (30) days of the Union President's receipt of said seniority lists, provided further that disputes as to the accuracy of the initial Bargaining Unit Seniority list must be submitted to the grievance and arbitration procedure within thirty (30) days of this Agreement, otherwise said seniority dates shall be permanent.

d. An employee shall forfeit all seniority and employment rights accrued in the event that the employee:

1. is discharged for a cause;
2. terminates employment voluntarily; or
3. fails to give notice within the five (5) working day period outlined in Section 6.2.c of this Article. This provision, Article 6.1.d.3 shall not control in extraordinary circumstances, e.g., the employee is medically unable to respond within the timelines;
4. Engages in gainful employment (other than Library employment) while on injury, sick, or disability leave;
5. Is on layoff for a period exceeding the period during which an employee has recall rights;
6. Takes an unauthorized leave of absence. The parties acknowledge that failing to report to work when a leave of absence expires is a violation of this provision.
7. Possesses alcohol (except for incidental possession of

closed containers in employees' automobiles), illegal drugs or a weapon on Library premises;

8. Is absent from work without notice to the Employer for two (2) consecutive work days provided the employer has made an attempt to contact the employee's designated emergency contact person, and also provided that this provision shall not be applicable if the employee was not able to contact the Library due to circumstances beyond his/her control, such as total physical or mental incapacity due to injury or illness, or;
9. Is absent from work for more than twelve (12) months for any reason other than military service leave or on-the-job injury, unless otherwise required by law.

Section 6.2

Lay-Off and Recall

- a. Whenever layoffs become necessary, employees will be laid off on the basis of their job classification seniority and those with the least seniority shall be laid off first. Employees subject to layoff shall be entitled to two (2) weeks notice before layoff.
- b. Whenever it becomes necessary to increase the work force, laid-off employees who are within twenty-four (24) months of the date of their lay-off, shall be recalled in the reverse order of their layoff.
- c. An employee who is eligible for recall shall be given fourteen (14) calendar days' notice of recall. Notice shall be sent to the employee by certified mail at the address on file with the Library Director, with a copy to the Union. The employee must notify the Library Director of her intention to return within five (5) working days after receipt of notice of recall. The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the address provided by the Library Director with her latest mailing address.
- d. Seniority shall be cumulative during periods of layoff up to a maximum of two (2) years for purposes of job bidding, vacation bidding and other purposes of preference under this Agreement, but not for purposes of advancement or credit relating to any economic benefit except for wages.
- e. Upon recall the employee shall be compensated at employee's rate of pay at the time of lay off plus any increases that may have occurred under the provisions of Article 9 as may apply.

Section 6.3

Leaves of Absence

When an employee returns from a leave of absence, employee shall be reinstated in the position she previously held if the position still exists. When the previously held position no longer exists, the returning employee shall be permitted to exercise her: (1) job

classification seniority; and (2) bargaining unit seniority, provided she is qualified for the position employee seeks in accordance with the terms of Section 6.2 of this Article.

Section 6.4 Grievability

Any employee who feels that she has been aggrieved with respect of employee's seniority rights, as provided for in this Article, shall have the right to process the matter as a grievance under the grievance procedure provided for in this Agreement.

ARTICLE 7

**PROMOTIONS/VACANCIES/NEW POSITIONS/
TRANSFERS**

Section 7.1 Promotions/Vacancies/New Positions

- a. 1. Whenever a promotional position, vacancy or new position within the Library becomes available, the Board shall determine the minimum qualifications necessary for the position and shall conduct such review as is deemed appropriate to determine the qualification of the applicants. All promotional positions, vacancies, or new positions will first be posted internally with the minimum qualifications stated.
- a. 2. Bargaining unit members will be given preference for all promotional positions.
- b. Said positions shall be posted for a period of ten (10) working days. Such posting shall designate the job classification, job description, qualifications, department, rate of pay, and location of the job.
- c. The applicant who best meets the minimum qualifications, as determined by the Library Director, shall be offered the position, except that in the case of equal qualifications, bargaining unit seniority shall be the deciding factor.

At the Director's discretion, and upon request of the appropriate Department Head or at the Director's request, the appropriate Department Head may be present during applicable job interviews.

- d. An employee who bids for a higher paying position and is awarded said bid, shall be placed at the starting salary for that position (see Appendix A). Salary increments will be then based on the effective date of the reclassification in accordance with Section 9.6 (c).
- e. In the event of a dispute between the Library Director and the Union over the awarding of a position, the Board shall make the

assignment, which shall be subject to appeal through the grievance and arbitration procedures set forth in this Agreement.

Section 7.2 Probationary Trial Periods

- a. All trial period permanent employee promotional appointments and transfers within the Library shall be for a trial period of six (6) months. It is understood that during this period the employee will be given sufficient training to familiarize herself with the new position. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.
- b. If an employee is on leave without pay or under injury in the line of duty (for an extended period of time) during employee's probationary/trial period, that probationary/trial period will be extended to allow for a sufficient evaluation opportunity by the Library Director.

Section 7.3 Transfers

Whenever an employee shall accept a voluntary transfer, or be subject to an involuntary transfer, said employee shall retain all rights accrued pursuant to this Agreement prior to said transfer. Prior to any voluntary or involuntary transfer, the Library Director shall meet with the employee(s) and the Union President, or employee's designee, to discuss the need for said transfer.

ARTICLE 8

HOURS OF WORK/JOB DESCRIPTION/

JOB REPLACEMENT

Section 8.1 Normal Work Week

- (a)(1) All full-time positions filled prior to July 1, 2012 shall have a thirty-five (35) hour work week. For such positions, a work week is defined as five (5) seven (7) hour days, not necessarily consecutive, in a seven day week, exclusive of a one-half (1/2) hour unpaid lunch.
- (a)(2) All full-time positions filled on or after July 1, 2012 shall have at least a thirty-five (35) hour work week. For such positions, a work week is defined as five (5) seven (7) or eight (8) hour days, not necessarily consecutive, in a seven day week, exclusive of a one-half (1/2) hour unpaid lunch.
- b. Part-time employees are those employees hired and scheduled to work more than nineteen (19) and fewer than thirty-five (35) hours

per work week. No part-time employee shall be scheduled for less than a four (4) hour shift.

- c. Employees working a four hour shift will receive a paid fifteen-minute break.
- d. No employee without mutual consent will be scheduled to work more than one hour before the library opens or more than 15 minutes after it closes. However, by mutual agreement, two (2) staff members may be scheduled to work fifteen(15) minutes before the opening and leave their normal shift fifteen (15) minutes early. Any supervisor or full-time employee scheduled to work on Sundays will be scheduled to commence work twenty (20) minutes before the Library opens.
- e. In the event, due to illness or other unforeseen events, that the Library must close due to inadequate staffing, those employees scheduled to work on such occasions will not suffer a loss of pay. Any time that is paid but not worked pursuant to this subsection (e) or pursuant to Article 15 or Article 18 shall be paid at straight time rates, including but not limited to time on Sundays.
- f. The hours of all employees will be scheduled by the Library Director, subject to the above provisions. Such schedules will be prepared in one month increments and shall be posted no later than the first day of the prior month (i.e. the February schedule will be posted by January 1st). The Library Director will make every effort to be as consistent as possible in scheduling hours. Sunday regular hours will be placed on the schedule as follows: first by rotating job classification seniority among volunteers, and then, if there are insufficient volunteers, by rotating inverse job classification seniority.
- g. Schedules for all employees shall include a combination of all shifts and all days, including evenings and weekends, on a rotating basis except that Sunday shall be scheduled as set forth above. Every effort will be made to equitably distribute the Saturday rotation.

Section 8.2

Overtime

- a. All full-time thirty-five hour employees covered by the Agreement shall be paid time and one half their regular rate of hourly pay for all work performed in excess of eight (8) hours in one (1) day or thirty five (35) hours in one (1) week officially ordered or approved by the Library Director or designee. All full-time forty (40) hour employees covered by this Agreement shall be paid one and one-half (1.5) times their regular rate of hourly pay for all work in excess of forty hours in one week officially ordered or approved by the Library Director or designee. All part-time employees shall be paid time and one half their regular rate of hourly pay for all work performed in excess of eight (8) hours in one (1) day or thirty-five (35) hours in one week officially ordered or approved by the Library Director or designee.

- b. Time and one-half shall be paid to an employee for all work performed in excess of thirty five (35) hours per week or her normal work day. The foregoing shall apply only to employees hired prior to July 1, 2012. For employees hired after July 1, 2012 overtime pay shall be paid when an employee works in excess of forty hours in one work week when officially ordered or approved by the Library Director or designee. Sunday hours will be paid at one-and-one-half times the normal. Sunday employment will be assigned by:
 - 1. Job Seniority (high-to-low) and rotating on a voluntary basis.
 - 2. Job Seniority (low-to-high) and rotating on a non-voluntary basis.

Note – Option 1 will always receive priority consideration whenever possible.

There shall be no pyramiding of premium pay. In other words, for any hour worked for which a premium is owed under this Agreement only one premium, the highest, shall be paid.

- c. The January 2010 “Agreement on Sunday Assignment,” as amended, and the August 2012 “Agreement on Call List for Sunday Schedule,” as amended, are included as Appendices C & D respectively.

Section 8.3 Distribution of Overtime

- a. Regular and foreseeable overtime shall be offered by job classification seniority to employees on a rotating basis, as mutually agreed to by the Library Director and an employee according to the established job classification seniority list.
- b.
 - 1. First preference for overtime work shall be offered to the employee for whose job the work is necessary, to be rotated on the basis of job classification seniority.
 - 2. Second preference shall be offered to any employee within the same Department capable of doing the job, to be rotated on the basis of job classification seniority.
 - 3. Third preference shall be offered to any member of the bargaining unit capable of doing the job, to be rotated on the basis of seniority.
- c. No employee shall be required to work overtime. The Union acknowledges that the Board may, at its discretion, develop a list of qualified substitutes to work in situations when no employee is available for overtime.

Section 8.4 Job Descriptions

- a. All job descriptions for positions that are covered by this Agreement shall be considered as a part of this Agreement. A copy

of each job description for each bargaining unit position shall be furnished to the Union President.

- b. The modification of any present job description or the creation of a new job description shall be discussed with the Union in advance, and the Union has the right to review and comment on such modifications or new job descriptions.
- c. The Union President or Union designee shall be informed of any proposed changes in job descriptions of positions covered by this Agreement.

Section 8.5 Personnel Files

An employee has the right to see the official personnel file regarding employee's job performance maintained by the Library Director. An employee has the right to attach any material as a rebuttal or explanation of performance.

An employee, in writing, may grant permission to allow a Union representative designated by the Union President, to view and obtain copies of material contained in her file.

Section 8.6 Performance Reviews

The Library Director or his/her designee will conduct all evaluations and performance reviews.

Section 8.7 Leave of Absence

When an employee is on a leave of absence, current employees will be given an opportunity to work any required hours, in addition to their current position's hours, (up to a maximum of 8 hours per day or 30 hours per week) before a temporary employee is hired.

ARTICLE 9

SALARIES AND WAGES

Section 9.1 Effective July 1, 2015, all part-time Library Assistants' base salary will start at \$12.50, prior to the 2% salary increase listed below.

Effective July 1, 2015, the full-time Library Assistant's base salary will start at \$15.00, prior to the 2% salary increase listed below.

Salary increases:

Effective July 1, 2015 all employees will receive a salary increase of 2%; and effective January 1, 2016 all employees will receive a salary increase of 2%.

Effective July 1, 2016 – June 30, 2017, all wage rates will be increased by 1.5%.

Effective July 1, 2017 – June 30, 2018, all wage rates will be increased by 1.5%.

Section 9.2 Administration Position Classification

This is a listing of job classification position titles. The respective current job classification position titles and job descriptions shall remain the same and become sub-classifications of the generic job classifications.

Current Position Title	Grade Classification	Generic Job Classification
Fulltime position		
Professional Responsibilities		
Head of Reference	L10	Professional
Head of Childrens' Services	L10	Professional
Head of Technical Services	L8	Pre-Professional
Circulation Supervisor	L8	Pre-Professional
Library Assistant	L6	Library Assistant

Part-time positions		
Librarian Assistant	L4	Library Assistant

Section 9.3 Employee Promotions

- a. **Salary Determination.** An employee who is promoted to a higher classification shall be placed at the starting salary for that position . (see Appendix A).
- b. **Work in Higher Classification.** If an employee feels that she is being required to work out of classification, or that additional duties are being added to the job not covered by the classification, the employee may either follow the grievance procedure or may have an informal hearing directly with the Board. Such employee retains the right to have a Union representative attend the hearing with the Board.

Section 9.4 Temporary Disability Insurance

The Board agrees to deduct the statutorily required amounts from each employee's salary to cover the Rhode Island Temporary Disability Insurance Program.

ARTICLE 10

PENSION

The existing pension plan will be continued for current full-time employees. The parties agree that the Board may employ or retain any administrator for purposes of investing, assisting the Board in determining and altering investment strategies from time to time and otherwise administer the plan and its funds, provided, however, that the benefits owed to present and future retirees shall not be affected by any change in administrators, investments or investment strategies, as the parties intend this to be a defined benefit plan.

All full-time employees hired after July 1, 1996 and all part-time employees are eligible to participate in a deferred compensation plan of the type designated as a Section 457 Non-Qualified Plan in the Internal Revenue Code. Any full-time employee hired before July 1, 1996 who is not actively enrolled in the existing pension plan for full-time employees, is eligible to participate in a deferred compensation plan as described in the previous sentence.

Eligible employees must elect to defer compensation through any of a group of investment vehicles as designated by the Board. The Library will provide a deferred compensation match of 80% of every dollar deferred by the employee up to 5% of the employee's salary. The maximum amount that an employee can contribute shall be determined by the limitations set by the Internal Revenue Code.

Information on or about the status of each employee's account in the pension plan, as well as other pertinent information, will be provided to the employee at least on an annual basis.

ARTICLE 11

HOLIDAYS

Section 11.1 All employees covered by this Agreement shall be entitled to twelve (12) paid holidays. (Part-time employees will receive 1/5 of their average weekly pay for these holidays - i.e. a 20 hour per week employee will receive 4 hours pay.) The holidays are as follows

- a. New Year's Day
- b. Martin Luther King's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Victory Day
- g. Labor Day
- h. Columbus Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. The day before Christmas
- l. Christmas Day

Section 11.2 Whenever a holiday falls during an employee's scheduled vacation, said employee shall not be charged for that day off.

Section 11.3 Whenever a holiday falls during a period of sick leave, such employee shall not be charged for that day.

Section 11.4 The library will close at 5:00 P.M. on the day before Thanksgiving and on New Year's Eve. The schedule for each of these weeks will be adjusted, if necessary, so that employees will be able to work their normal number of hours. The schedule for these days will be equitably divided among the staff.

ARTICLE 12

ANNUAL LEAVE

Section 12.1 a. Annual leave shall be granted to members of the bargaining unit according to Appendix B.

Annual leave in employee's bank as of July 1, 2006 will remain in employee's annual leave bank.

In the event that an employee's yearly annual leave time as of June 30, 2006 is greater than the yearly annual leave time granted in Appendix B, the employee will retain the June 30, 2006 yearly annual leave time accrual rate.

- b.
 1. The Library Director shall be responsible for the approval of annual leave for employees in accordance with the principle and concept of seniority as contained in this agreement. Requests for annual leave shall not be unreasonably denied and all employees are encouraged to take annual leave.
 2. Requests for annual leave time shall be made prior to posting of schedule for the month in question. All other granting of annual leave shall be at the discretion of the Library Director
- c. A maximum of fifteen (15) days of annual leave may be carried to the following year.
- d. Personal leave of 1 day per year.

ARTICLE 13

SICK LEAVE

Section 13.1 Earning Rate and Annual Usage

Sick leave shall be granted to members of the bargaining unit according to Appendix B.

A maximum of thirty days sick leave may be carried to the following year.

Sick leave in employee's bank as of July 1, 2006 will remain in employee's sick leave bank, until an employee uses such leave.

In addition, if an employee does not take any sick leave during the months of January 1, through June 30, full-time employees shall be entitled to seven (7) additional hours of personal leave with pay and part-time employees will be entitled to four (4) additional hours of personal leave with pay, which will be credited as of July 1. If an employee does not take any sick leave during the months of July 1 through December 31, full-time employees shall be entitled to seven (7) additional hours of personal leave with pay and part-time employees will be entitled to four (4) additional hours of personal leave with pay, which will be credited as of January 1. Unused personal leave may not be carried over to the next fiscal year. The Library Director shall furnish, upon request, the amount of sick leave and annual leave an employee has in the banks.

Section 13.2 Definitions

Sick leave shall be granted for physical illness or incapacity rendering the employee unable to perform the duties of employee's position or the duties of another position in the Library. In unusual circumstances, sick leave shall be granted for the purpose of appointments for medical care. In any event, sick leave may be discharged in one (1) hour increments. Employees shall schedule medical appointments outside of their scheduled working time whenever possible.

After an absence due to illness exceeding three days, the Director may require a physician's note from an employee. Such requests shall not be made unreasonably.

Section 13.3 At Separation of Employment

Any employee covered under this agreement, upon retirement, death or resignation from Board employment, shall be paid for all unused, accrued sick leave. Said employee shall be paid at the rate of 50% of hourly wage up to \$800. The above payment shall be included for pension purposes.

Section 13.4 Other Uses

Employees shall have the right to use accrued sick leave for the purpose of caring for an ill parent, spouse, or child. Said days shall be deducted from accrued sick leave.

ARTICLE 14

BEREAVEMENT LEAVE

- Section 14**
- a. Bereavement leave of up to three (3) days shall be granted, without loss of pay for employees, following a death in their immediate family
 - b. Immediate family is defined as husband, wife, child, parent, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, step-child, step-parent, and domestic partner. Domestic partner shall be defined as a person for whom the employee has obtained domestic partner health insurance benefits pursuant to the Library's group medical insurance plan carrier's then-prevailing rules.
 - c. In the case of other family members, appropriate time off shall be granted for the purpose of attending the wake and/or funeral.
 - d. More time in individual cases, due to unusual circumstances or for reasons other than those cited above shall be subject to the discretion of the Library Director.
 - e. If a death occurs in the immediate family during the employee's vacation, the days, not to exceed three (3), following within the funeral week will not be charged to vacation time.
 - f. Additional time, when required, may be charged to annual leave.

ARTICLE 15

OTHER LEAVE

- Section 15**
- a. **Union Business Leave.** The President and one (1) officer of the Union shall be granted reasonable time off during working hours without loss of pay for negotiations.
 - b. In addition, the President or her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, attend meetings, including grievance hearings with the Library Director, Board of Trustees, and/or arbitrator.
 - c. **Jury Duty.** Employees called for jury duty shall be compensated for all scheduled hours and suffer no loss of pay, vacation, or other privileges for jury service. Funds received for jury duty will be signed over to the Town Finance Director.

ARTICLE 16

MATERNITY AND PARENTAL LEAVE

Section 16.1 Maternity Leave

- a. A pregnant employee so certified by the physician shall be entitled to use accrued sick leave for anytime she is unable to work for medical reasons.
- b. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- c. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.
- d. Employment practices and policies including commencement and duration of leave, the availability of leave extensions, accrual of seniority, all health and temporary disability insurance, and all other benefits and privileges shall be applied equally to female employees on leave due to pregnancy, miscarriage and childbirth and upon return, they shall be restored to the position they held at the time such leave commenced.

Section 16.2 Maternity Leave Without Pay

- a. An employee who becomes pregnant may elect to request maternity leave, without pay, not to exceed one (1) year, at any time upon submission of a doctor's statement certifying pregnancy and the anticipated date of childbirth. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave.
- b. An employee on such leave shall be entitled to reinstatement in the same position upon return, provided the Department Head is

notified thirty (30) days in advance of the employee's intent to return.

- c. Any sick leave taken pursuant to Article 13 herein and/or leave taken pursuant to this Article 16 shall run concurrently with any leave entitlement under applicable family medical leave laws and / or the Rhode Island Temporary Caregiver Insurance act, unless otherwise required by law.

Section 16.3 Parental/Family Leave

- a.
 - 1. In lieu of a maternity leave, an employee may elect a parental or family leave not to exceed one (1) year, as defined in Title 28, Chapter 48.
 - 2. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave.
- b. A member on a parental/family leave may remain in the Board group health and dental insurance plans by making the employee's health and dental insurance premium payments for the first thirteen (13) weeks of such leave. After the first thirteen (13) weeks of such leave, the employee may remain on the Board's group health and dental insurance plans for up to one (1) year, but he/she shall be responsible for paying the entire cost of such health and dental insurance premiums if he/she elects to continue receiving such coverage(s).
- c. At the expiration of Parental/Family leave, the employee shall be returned to the position from which employee is on leave at the same step of the then current range for employee's class of position.
- d. If the employee makes a request to return to work earlier than the date specified in granting the leave, the Board will reemploy employee upon written notice of thirty (30) days to the Board.

Section 16.4 Other

- a. All accumulated sick leave and all other leave benefits to which an employee was entitled at the time employee's leave of absence commenced shall continue upon return to duty.
- b. The provisions of this Article shall not, in any way, diminish the rights of bargaining unit members under Chapter 28-48 of the General Laws of Rhode Island.

ARTICLE 17

HEALTH AND DENTAL INSURANCE

Section 17.1 All active, full-time, regular employees shall be provided with

health insurance benefits comparable to those, which presently exist, Preferred Provider product, individual or family, as appropriate, as long as the benefits are available to the Library. The plan design for the PPO product shall consist of:

A \$250 (individual)/\$500 (family) deductible/coinsurance plan
Primary Care Physician office visits \$15.00
Specialist's office visits \$25.00
Urgi-Medical Centers \$50.00
Emergency Room visits \$100.00
Vision Rider \$100.00
Chiropractic office visits – 12 annual visits
Prescription Plan - \$ 7.00 Generic Brands
 \$30.00 Preferred Brand Name
 \$50.00 Non-Preferred Brand
 \$50.00 Specialty Rx
Legal dependents as required by law

In FY2016 (7/1/2015 – 6/30/2016) and FY2017 (7/1/2016 – 6/30/2017) only, the Library will reimburse each active employee's actual deductible expenses incurred during the fiscal year, up to a maximum amount per year of \$375 for a family plan or \$187.50 for an individual plan. To receive such reimbursement, employees receiving health insurance shall submit verifiable proof of their deductible expenses to the Library Director during the thirty (30) days immediately following the end of each quarter during the fiscal year for which the reimbursement is sought. For instance, to receive reimbursement from the Library for deductible expenses incurred in the first quarter of FY2016, the employee must submit proof of such expenses to the Director between September 1, 2015 and September 30, 2015; to receive reimbursement from the Library for deductible expenses incurred in the second quarter of FY2016, the employee must submit proof of such expenses to the Director between January 1, 2016 and January 30, 2016; to receive reimbursement from the Library for deductible expenses incurred in the third quarter of FY2016, the employee must submit proof of such expenses to the Director between April 1, 2016 and April 30, 2016; and to receive reimbursement from the Library for deductible expenses incurred in the fourth quarter of FY2016, the employee must submit proof of such expenses to the Director between July 1, 2016 and July 30, 2016. Provided, however, such reimbursement shall not exceed \$375 for a family plan and \$187.50 for an individual plan in either FY2016 or FY2017."

- Section 17.2** Employees hired after July 1, 1996 shall pay 20% of the cost of such coverage.
- Section 17.3** Dental Insurance - Delta Dental Levels, I, II, III, IV. Individual or Family dependent on marital status. Employees hired after July 1, 1996 shall pay 20% of the cost of such coverage.
- Section 17.4** Employees hired on or before July 1, 1996 shall pay 12% of the cost of such health and dental coverage effective July 1, 2015.
- Section 17.5** In the event that the Trustees offer to bargaining unit members other health plans made available by the Middletown Public Library and the cost of coverage exceeds the cost stated in Article 17.1, above, the employee shall be responsible for the difference in said costs.

ARTICLE 18

INCLEMENT WEATHER

The Library Director, or her designee if she is not on site, or the Person in Charge, after consultation with the Director or the Board Chair, may suspend work, without loss of pay for scheduled employees, during extreme weather conditions.

ARTICLE 19

CAR ALLOWANCE

Employees who agree to use their personal automobiles on library business approved by the Director shall be compensated for the actual miles driven on library business at the current IRS rate.

Employees shall carpool whenever practicable.

ARTICLE 20

STAFF DEVELOPMENT

The practice of allowing and paying for employees to attend pertinent conferences approved by the Library Director and of reimbursing tuition for relevant courses approved by the Library Director will be continued. Approved conferences will be considered part of the employees work day. Tuition will be reimbursed at \$100 per course with evidence of a satisfactory grade.

ARTICLE 21

BULLETIN BOARDS AND POSTING OF VACANCIES

Section 21.1 a. Bulletin Boards

The Board agrees to provide bulletin board space where notice of Board and Union matters may be posted.

b. Posting of Vacancies

The Board agrees to post vacancies within ten (10) calendar days of the occurrence. The President of the Middletown Public Library Employees Association/NEARI will be notified of any vacancies which may affect members of the Union within seven (7) days of the occurrence.

ARTICLE 22

DISCHARGE AND DISCIPLINE

Section 22.1 a. Termination of any employee who has completed the probationary period may be made only for just cause and in accordance with the following provisions.

b. Each employee shall be furnished with a copy of all disciplinary entries in employee personnel record maintained by the Library Director and shall be permitted to respond thereto. The contents of any employee's personnel record shall be disclosed to the employee upon employee's request.

c. No materials derogatory to an employee's conduct, service, character or personality will be placed in employee's personnel file unless employee has had an opportunity to review the material. Upon review, the employee will be asked to sign and date the item employee has read. The signature will not be considered an agreement with the item; it merely shows that it has been reviewed. The employer shall consider material obtained relative to an employee's initial employment, including reference, confidential and not subject to review. No anonymous material may be placed in an employee's personnel file; provided, however, that this shall not preclude such material from being kept by the Library Director nor preclude the employer from seeking its introduction in any proceeding whatsoever.

d. Arbitrary Firing – In order to improve employee's work performance and to avoid arbitrary firing, when the Library Director is not satisfied with the work performance and a written reprimand is to be placed in the employee's personnel file, the employee shall be counseled in the presence of employee's Union representative.

- e. Written reprimands – Official documents placed in the employee’s personnel file which identify a behavior or practice that must be modified and the time which the employee has to change the practice or behavior.

ARTICLE 23

GRIEVANCE PROCEDURE AND ARBITRATION

Section 23.1

- a. The purpose of the grievance procedure is to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale.

STEP 1: The employee(s) involved and/or the Union representative shall meet with the Library Director in an effort to resolve the grievance.

STEP 2: If no agreement is reached at Step 1, the grievance shall be reduced to writing and submitted to the Library Director within twenty (20) days of the occurrence of the incident. The written grievance shall be forwarded by hand or by mail. Within five (5) working days the Library Director shall meet and discuss the grievance with the Union representative and grievant. A written decision will be given by the Library Director within five (5) working days after such meeting.

STEP 3: Before any Demand for Arbitration is filed, the Union shall place the grievance in abeyance and, after meeting with its members, will meet with the Board at a mutually convenient time in an effort to resolve the grievance. During the meeting with its members, the Union President/Co-Presidents will encourage the members to attend the meeting with the Board. At their meeting, the parties will discuss: a) the merits of the grievance; b) the impact on Library operations, including the staff’s morale; and c) the costs of arbitration.

- b. If a grievance involving the interpretation or application of the terms of this Agreement is not resolved under the steps outlined above, it may be submitted to arbitration within ten (10) days after the meeting at Step 3. Said arbitration will be held under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses incident to the arbitration procedure shall be borne equally by the Board and the Union. The arbitrator shall have no power to add to, delete from, or modify any of the terms or provisions of this Agreement.

- c. The Union shall have the right to initiate a grievance where the action complained is of a general nature or affects the Union itself. Such a grievance shall be processed beginning at Step 2.

ARTICLE 24

SAVINGS CLAUSE

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25

COST SAVINGS

The Middletown Public Library Employees Association will work cooperatively with management to assist in identifying potential cost savings to the Middletown Public Library.

ARTICLE 26

TITLES

None of the titles of Articles or Sections within this Agreement shall be given any substantive effect. The parties intend them only as a means of differentiating one section from another.

ARTICLE 27

DURATION

This Agreement shall be effective as of the first day of July 1, 2015 and shall remain in effect until June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this _____ day of June, A.D., 2015

[SIGNATURES TO FOLLOW ON SUBSEQUENT PAGES]

FOR THE MIDDLETOWN PUBLIC LIBRARY EMPLOYEES ASSOCIATION

Cynthia Prewitt 6/22/2015
Susan Connor 6/22/2015

DATE

FOR THE MIDDLETOWN PUBLIC LIBRARY BOARD OF TRUSTEES

Stephen E. Grendel 6/16/2015
Sarah M. Dauch 6/16/2015
Jeanne-Anne Widmer-Morris 6/16/15
Christine Bagley 6/16/15
Susan Heater 6/16/15
Ellen W. Withers 6/16/15
Ernest B. Gibbons Jr. 16 JUN '15

Appendix A

Workers will be placed in to one of three following classifications. Classification will be used to determine the appropriate pay scale.

- LAS - Library Assistant
- PRE-PROF – Head of Technical Services
Circulation Supervisor
- PROF – Reference Librarian
Head of Children’s Services

Individuals hired during the term of this contract will start at the following rates of pay:

Current Position/Title	Generic Job Classification	Starting Salaries
Fulltime Position/Classification		
Professional I (Head of Childrens’ Services)	Professional	To be negotiated, but not less than \$18.00/hr
Professional II (Head of Reference)	Professional	To be negotiated, but not less than \$18.00/hr
Head of Technical Services	Pre-Professional	To be negotiated, but not less than \$16.00/hr
Circulation Supervisor	Pre-Professional	To be negotiated, but not less than \$16.00/hr
Library Assistant	Library Assistant	To be negotiated, but not less than \$12.50/hr
Part-Time Positions		
Librarian Assistant	Library Assistant	To be negotiated, but not less than \$12.50/hr

NOTE: The minimum wage will precede application of the salary rate increase as indicated in Article 9 for an employee whose current salary is at or below the minimum wage when the minimum wage takes effect.

APPENDIX B

0-6 months = 0 time accrued or to use.
 Year is defined as the employee's anniversary date.

	Sick Leave	Annual Leave
6 months – 1 year (prorated use)	12 days (84 hrs FT; 48 hrs PT)	5 days (35 hrs FT; 20 hrs PT)
At the completion of Year 2	12 days (84 hrs FT; 48 hrs PT)	10 days (70 hrs FT; 40 hrs PT)
At the completion of Year 3	12 days (84 hrs FT; 48 hrs PT)	10 days (70 hrs FT; 40 hrs PT)
At the completion of Year 4	12 days (84 hrs FT; 48 hrs PT)	10 days (70 hrs FT; 40 hrs PT)
At the completion of Year 5	12 days (84 hrs FT; 48 hrs PT)	10 days (70 hrs FT; 40 hrs PT)
At the completion of Year 6	12 days (84 hrs FT; 48 hrs PT)	15 days (105 hrs FT; 60 hrs PT)
At the completion of Year 7	12 days (84 hrs FT; 48 hrs PT)	15 days (105 hrs FT; 60 hrs PT)
At the completion of Year 8	12 days (84 hrs FT; 48 hrs PT)	15 days (105 hrs FT; 60 hrs PT)
At the completion of Year 9	12 days (84 hrs FT; 48 hrs PT)	15 days (105 hrs FT; 60 hrs PT)
At the completion of Year 10	12 days (84 hrs FT; 48 hrs PT)	15 days (105 hrs FT; 60 hrs PT)
At the completion of Year 11	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 12	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 13	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 14	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 15	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 16	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 17	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 18	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 19	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)
At the completion of Year 20	12 days (84 hrs FT; 48 hrs PT)	20 days (140 hrs FT; 80 hrs PT)

APPENDIX C

AGREEMENT ON SUNDAY ASSIGNMENTS

The undersigned parties agree to amend their FY2015-FY2018 collective bargaining agreement as follows:

The Library will assign employees to work Sunday hours as follows:

1. Supervisors will be assigned to work Sunday shifts in the following order of preference:
 - (a) Qualified part-time supervisors may volunteer as part of their regular work week.
 - (b) Supervisors who work full-time may volunteer. Any such volunteer will Take six hours compensatory time off during the same pay period in lieu of pay for the Sunday work.
 - (c) Qualified non-supervisory personnel may volunteer to perform as reference librarian/supervisor for the shift as part of their regular work week. (Qualified, for purposes of this section 1(c), means that the employee has an MLS degree.) The rate of pay for such an employee on Sundays will be the starting salary for a reference librarian, paid with the Sunday premium (i.e., time and a half the starting reference librarian rate).
 - (d) Part-time supervisors will be scheduled as part of their regular work schedule, rotating in inverse order of seniority.
 - (e) Full-time supervisors will be scheduled, on the compensatory time arrangement described in (b) above, rotating in inverse order of seniority. In order to establish the equivalent of a 7 hour work shift, a full-time supervisor will be scheduled to work 4 hours and 20 minutes on Sunday, provided the full-time Supervisor must make up 30 minutes of non-Sunday hours during the same pay period.
 - (f) Qualified non-supervisory staff will be scheduled, on the terms described in (c) above, as part of their regular work week, rotating in inverse order of seniority.

2. Non-supervisory, LAS, staff who work full-time may volunteer. Any such volunteer will take six hours compensatory time off during the same pay period in lieu of pay for the Sunday work. In order to establish the equivalent of a 7 hour work shift, a full-time employee volunteering to work on Sunday will be scheduled to work 4 hours and 20 minutes on Sunday, provided the full-time employee must make up 30 minutes of non-Sunday hours during the same pay period.

3. Non-supervisory, part-time staff will be scheduled, on a rotating basis in order of seniority, among those volunteering to work Sundays, as part of their regular work week. In the event no part-time employee volunteers, then the assignment will be made on a rotating basis in inverse order of seniority among qualified employees as part of their regular work week.

4. In the event a scheduled supervisor calls in sick, the Library will still open.

Reference: Minimum Standards for RI Public Libraries, Standard 14. For safety reasons, a minimum of two staff members including custodians, security staff and pages are in the building during all open hours.

5. This Agreement on Sunday Assignments may be cancelled, and shall be null and void, upon ninety days written notice from one party to the other.

MIDDLETOWN PUBLIC LIBRARY

MIDDLETOWN PUBLIC
EMPLOYEES' ASSOCIATION,
NEARI

By: *Stephen G. Covert*

By: *Candice Prewitt / Susan Connor*

Date: *6/16/2015*

Date: *6/22/2015*