

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PROVIDENCE PUBLIC LIBRARY

AND

UNITED SERVICE & ALLIED WORKERS OF RHODE ISLAND

July 1, 2009 to June 30, 2025

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This AGREEMENT made as of this first day of July 2006, by and between THE PROVIDENCE PUBLIC LIBRARY, herein called the "Library" and UNITED SERVICE & ALLIED WORKERS OF RHODE ISLAND hereinafter called the "UNION."

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to promote good relations between the Library, the Union, and the employees represented by the Union and to make clear the basic provisions upon which such relations depend; and

WHEREAS, it is the intent of both the Library and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment; and

WHEREAS, both the Library and the Union believe in and accept bargaining as a means of carrying out the purpose and intent of this Agreement;

NOW, THEREFORE, in consideration of the premises and of their mutual assent hereto as the terms and provisions of the contract between them, the Library and the Union agree as follows:

I. Recognition of the Union

The Library recognizes the Union as the sole and exclusive collective bargaining agency for all full-time and regular part-time employees working 20 hours or more employed by the Providence Public Library, excluding the following:

- All Senior administrative positions (Executive Director, COO, Assistant Director, Director of Marketing and Communications, Finance/Business Director)
- Administrative support positions (Human Resources positions, Business Office positions, Executive Assistant to Director and Development)
- Department Heads (Information Services, Children's/Youth/Teen, Reference, Technical Services, Information Technology, Programming, and Facilities)
- Agreed upon positions in the Education Department
- Youth/teen workers (volunteers, interns, summer helpers)
- Security personnel

- Confidential employees, and supervisors as described and certified by the National Labor Relations Board, in Case No. 1-RC-21945, dated September 19, 2005 for the purpose of all bargaining with respect to wages, hours and working conditions.

Full schedule of Union positions will be listed. Positions may be added or removed to the unit by agreement of both the library administration and the USAW-RI.

The Library accordingly will make reasonable arrangements to enable representatives of the Union to confer with representatives of the Library during working hours. The Library will also arrange for representatives of the Union to confer with bargaining unit members or with cognizant supervisors and managers in connection with grievances or other matters directly relating to the Agreement between the parties, during working hours. The Steward or other representative of the Union wishing to confer with an employee on Union business during working hours shall make arrangements to do so with the employee's Supervisor, or his or her designated representative. The Union may designate up to four (4) Stewards in writing to the Chief Operating Officer. Subject to prior arrangements with his or her Supervisor, the Steward shall be allowed, without loss of pay, up to four (4) hours of regular working time per month, to confer with Union members on Union business during working hours. There shall be one (1) steward (or more than one depending on staff count), who shall have super seniority in regards to layoff and recall in their department, provided they are capable of performing the available work.

II. Union Membership

1. All employees covered by this Agreement shall become members of the Union as a condition of continued employment within 30 days following the signing of this Agreement or within 30 days of their employment, whichever is later, and thereafter maintain their membership in the union. The obligation to become and remain a member is defined as the duty to tender the periodic dues and initiation fees uniformly required by the Union.
2. The Union will accept all employees who are covered by this Agreement as members on the same terms and conditions as generally applicable to other members.
3. Should the Union encounter an employee who fails to become or remain a member of the Union, they may inform the Library and the employee, whereupon if after 30 calendar

days the employee has still not paid either the dues or initiation fees required, the Library agrees to discharge the employee. The Library and the employee shall be so notified by the union in writing and the library shall have 30 calendar days following receipt of such notice within which to discharge such employee. If during such 30-day period the employee pays or tenders their initiation fees and/or delinquent dues as the case may be, the Library shall not be required to discharge such employee.

4. The Union agrees to indemnify and save the Library harmless against any and all claims, demands, or other forms of liability that may arise out of any action taken in fulfilling the terms of this section.
5. The Library shall cooperate with the Union in the collection of an initiation fee and dues by recognizing the Union's initiation fee and dues check-off forms and deducting those initiation fees and dues promptly upon receipt. Dues will be deducted from the 2nd payday in each calendar month. The Library shall pay all sums deducted to the Union during the month in which they are deducted. The Treasurer of the Union shall inform the Library annually or whenever there is a change of the correct amounts to be deducted

III. Management Rights

1. Except as expressly limited by the provisions of this Agreement, the Library retains all the rights which pre-existed the certification of the Union by the National Labor Relations Board, including the right to: manage the operations of the Library and direct the working force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the size and locations of its facility or facilities; determine the type and amount of equipment to be used and the assignment of work; transfer employees; discipline, suspend and discharge employees for just cause (subject to the grievance procedure); layoff for lack of work; determine the number of shifts, the number of days in the work week, hours of work, overtime, and the number of persons to be actively employed by the Library at any time; post and require employees to observe rules and regulations; determine the methods and scheduling of work, including the means and processes of such work; set standards of productivity and maintain performance records for all jobs; subcontract work; permit supervisory employees to perform bargaining unit work; and, in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed.

2. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement;
3. The parties further agree that this instrument represents the complete Agreement between the parties.

IV. Definition of Union Employee

Employees whose regular schedule consists of 30 or more hours per week will be considered full-time and employees whose regular schedule consists of less than 30 hours will be considered regular part-time. Employees who work under 20 hours are not part of the Union.

V. Seniority

1. Layoff shall be defined as an employer-initiated separation of an employee from service with the Library because of lack of work, shortage of funds, curtailment of services, elimination of positions, or any other reason except for voluntary separation or discharge of an employee for cause. If a layoff becomes necessary, it shall occur as follows:
2. The least senior employee shall be laid off first provided that a more senior employee has the qualifications and ability for the position.
3. Seniority for the purpose of layoff shall be calculated as the length of time each employee has been in a bargaining unit position (including all service prior to the union election).
4. The Library shall endeavor to provide one month's advance notice of layoff. If said notice is not provided, then the employee shall be entitled to one weeks' pay for each week they did not receive said notice up to a maximum of four (4) weeks' pay. This payment shall be in addition to any other compensation or benefits due the employee.

5. Following notification of layoff to the least senior members of the bargaining unit, the remaining employees shall be given the opportunity to exercise the following bumping rights:
6. Employees in positions to be vacated shall exercise their seniority in displacing other employees through the following procedure. First, employees in positions saved who are the least senior members of the bargaining unit shall be removed from their positions; these positions then will be defined as “vacated positions” for the purposes of displacement.
7. Beginning with the highest grade level with incumbents in positions to be vacated and continuing at each successive lower grade level, a displaced employee shall be informed of any available vacancies and/or any “vacated positions” in their grade level and may elect to bump into any for which they are qualified. Beginning with the least senior incumbent’s position in the grade the employee also shall be given a set of displacement options.
8. In no case shall an employee displace another employee whose seniority for layoff purposes is greater than that of the displacing employee. No displacing employee shall bump into a grade higher than their grade at the time of the layoff, nor shall they bump into a position lower than one they previously held in the library. Should an employee decline their options or fail to have options by virtue of seniority at any grade level, the employee will then move to the next lower level and relinquish rights to any previously tendered positions.
9. Any “vacated position” not selected by displacing employees shall be filled by recalling the most senior employee qualified to fill the position.
10. Any incumbent to a position who holds “Acting” status and who is displaced by a more senior employee shall be returned to their permanent position before exercising their displacement rights.
11. In the event that any employee is displaced to a position in a lower grade, they shall be placed in the step which is closest to their current weekly base wage.
12. All employees who are either laid off or displaced shall be placed on a recall list in order of seniority.

13. Whenever a position becomes available, the Library shall offer the position to qualified employees on the recall list who are at or above the grade level of the position in order of seniority.
14. Such notice shall be sent to the employee at their last known address by registered mail, with a copy to the Union.
15. To be eligible for recall, the employee must notify the Personnel Office of their intent to accept the position within five (5) working days of their receipt of the written notice, and must report to work within fifteen (15) working days from receipt of the written notice, unless the employee can demonstrate extraordinary conditions which delay their return to work.
16. Employees who have been laid off shall be returned to work in the inverse order in which they have been laid off provided that they are qualified and have the ability to perform the work available.
17. An employee's right to be recalled and the right of laid off employees to accumulate seniority shall cease after 21 months.
18. An employee returning to a position from recall status shall have their sick leave restored. Vacancies which are to be filled during the time in which any employees remain on recall status shall first be filled through recall.
19. All laid off employees with seniority rights shall be given an opportunity to return to work if qualified and able to perform the work available before any new employees are hired by the Library.
20. Upon completion of displacement, the Parties will consider the feasibility of requests to convert full-time positions to part-time or job-sharing positions, and job exchanges within the same grade level. Where the Library approves such requests, the affected positions shall be converted, and any resulting available positions shall be subject to the provisions enumerated herein.
21. In the event of a group layoff or a restructuring that results in 5 or more employees being laid off within a 30 day period, the employer will give the Union 30 days notice of said layoffs and an opportunity to state their concerns and suggest alternatives. The 30 day notice in the preceding sentence will not be above and beyond that set forth in the subcontracting provision of this agreement.

VI. Grievance Procedure

This Agreement sets forth the basic terms and conditions of employment and is intended to continue the present and good relations between the Library, its employees, and their Union. In the event of any grievance between the employees and the Library, the representatives of both agree to make prompt and earnest efforts to settle such matters. Except as provided hereafter all grievances shall be handled as follows:

Step 1: The Union Steward and employee shall take up the matter with the immediate supervisor concerned within ten (10) working days after the occurrence first giving rise to the grievance. If the matter is not settled as a result of their discussion, the steward will submit the grievance to the supervisor in writing, explaining as specifically as possible the nature of the complaint and the contract provision affected. The supervisor shall give a written answer to the written grievance within eight (8) working days of the meeting.

Step 2: If the matter is not settled within eight (8) working days after the first step meeting, it shall be taken up by the Associate Director of the Library and the principal officers of the Union, or their designated representatives. Every effort shall be made to arrange the meeting within five (5) working days, but in any event the Library's decision shall be given within thirty (30) calendar days after the second step meeting has been requested.

Step 3: If settlement is not reached in Step 2, and if the matter in dispute involves the interpretation or application of this Agreement, or any memoranda or other agreements relating to the collective bargaining agreement, then either party may by written notice to the other, demand that the grievance be submitted to arbitration provided that such notice is given within ten (10) calendar days after the Library has given its decision in Step 2. The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within five (5) working days, the matter shall be submitted to an arbitrator appointed under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of the Agreement. The arbitration filing fees shall be borne by the party seeking arbitration. All other fees and charges of the arbitrator shall be equally divided between the parties.

Special Procedure in Discharge Cases: The procedure set forth above will be modified in discharge cases as follows: The Library agrees that subject to the rights of suspension by the Library, no employee covered by this Agreement will be finally discharged without being given a

hearing, provided that a request for a hearing is presented in writing and signed by the affected employee within three (3) working days after notice of suspension and/or discharge. Any such request for hearing shall constitute a grievance entered at Step 2 and (shall) be handled as hereinafter provided.

- A. The Step 2 meeting will be held five (5) working days after having been requested.
- B. The library's answer in Step 2 will be given within ten (10) working days after the Step 2 meeting.
- C. Otherwise the procedure will be as above.

If it is ultimately decided that such suspension and/or discipline is unjust, the employee may be reinstated without loss of pay, as agreed to by the parties.

Prior to discharging an employee, the Library shall make reasonable efforts to contact the Steward to arrange for a meeting between the supervisor, the employee and the Steward. If the Library is unable to reach the Steward, the Library may suspend the employee and will arrange for a meeting with the employee and the Steward held on the next working day. If the employee's condition constitutes a danger to themselves, others or property, the Library may suspend them immediately without making any efforts to arrange a meeting with the Steward, except that the Library will arrange for such a meeting to be held on the next working day.

Pay for Grievance Time: Where Steps 1, and 2 of the grievance procedure take place during working hours, the Library will pay for any regular straight-time wages actually lost by the Union representatives and the employee involved in the grievance meeting. The Library shall not be bound to pay for the time lost in attending Step 3 of the grievance procedure. The Union agrees that this provision will not be abused and will be utilized in a reasonable manner.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and the grievance and arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized.

An employee who feels aggrieved by an order to perform a certain task shall not refuse to perform that task; but shall perform the same and then submit their protest as a grievance. Otherwise, a

refusal shall be grounds for appropriate discipline, but such discipline shall be subject to the grievance and arbitration procedure.

The Library shall have the right to initiate Steps 2 and 3 of the grievance procedure with respect to any grievance, dispute or difference. Such initiation shall be by letter from the Library to the Business Agent of the Union.

The time limits specified in this section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Library and the Union, which consent shall not be unreasonably withheld by either party. The terms “working day” and “working days” wherever used in this section shall mean and include any calendar day other than a Saturday, Sunday or holiday.

VII. Discipline and Discharge

The Library has the right to establish and enforce standards of performance and conduct for employees. The Library will follow a program of progressive discipline to ensure a fair and consistent method of disciplining employees. Employees who fail to meet standards may be disciplined or have their employment terminated for just cause. Probationary employees (employees who have worked at the library less than 6 months) may be terminated without notice or cause.

The goals of progressive discipline are to correct behavior rather than to punish employees. The type of discipline imposed should reflect the seriousness of the problem. Some offenses are so serious as to justify suspension or dismissal on the first offense (illegal acts, insubordination, fighting in the workplace, harassment). For those offenses which do not justify serious discipline on the first offense, progressive discipline is applied. In assessing employee conduct and behavior, such factors should be considered:

- A. Employee's length of service
- B. Employee's past record
- C. Mitigating circumstances

The Library will engage in progressive discipline. This will normally involve at least one verbal warning from the immediate supervisor. The oral warning should be documented for the supervisor's record and a copy given to the employee. The disciplinary sequence will be as follows:

- A. At least one verbal warning from the employee's supervisor
- B. At least one written warning from the immediate supervisor, intermediate supervisor, or the Human Resources Department;
- C. A suspension of 3 days;
- D. Dismissal

Disciplinary notices and/or measures will remain effective for the following periods of time

- A. Verbal notices: 6 mos.
- B. Written notices: two years
- C. Suspensions: three years

An employee may request the presence of a steward at any time during the discipline process. In the event that a steward is not immediately available the Library may suspend the employee with pay if they pose a danger to him or herself, others or property for a period not to exceed 24 hours. If a steward is not available after 24 hours have passed the Library may suspend the employee without pay until a steward is available. If it is ultimately decided that such suspension and/or discipline is unjust, the employee will be reinstated without loss of pay.

VIII. Strikes & Lockouts

The Union and the Library agree that there shall be no strikes, lockouts, stoppage of work, sit-ins or picketing during the term of this Agreement. During the consideration of a grievance no one concerned therewith, whether directly or indirectly, shall utilize any coercive or retaliatory measures to attempt to influence any party involved. It is also agreed between the parties that during the term of this Agreement or any renewal, or extension hereof, whether or not there shall be a grievance dispute pending, there shall be no strike, lockout, stoppage of work, sit-in, demonstrations, displays, banners, picketing or advertisement concerning any matter in dispute arising out of this Agreement. This paragraph shall not apply where the Library or the Union

refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid arbitration award.

IX. Non-Discrimination Clause

The Library and the Union agree there will be no discrimination against any employee or applicant for employment on the basis of race, color, religion, gender, sex, national origin, citizenship, ancestry, genetics, age, physical disability (including pregnancy, childbirth or related medical conditions), mental disability, veteran status, marital status, gender identity or expression, sexual orientation, or other protected status. There shall be no discrimination by supervisors or other agents of the Employer against any employee because of their Union activity or membership. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training. The Library strongly disapproves of and will not tolerate any form of harassment of any kind by anyone. Employees should refer to the Employee Handbook for more detailed information.

X. Bargaining Unit Work

No employee paid by the library outside the bargaining unit shall perform the work of unit employees, except:

- A. Managers, Supervisors and Administration may perform bargaining unit work without restriction
- B. Temporary employees will be limited to replacing employees who are temporarily out and, if employed in the library for longer than three months, will become members of the bargaining unit with all the rights and benefits thereof.
- C. The Library and the Union may agree to the use of volunteers for some tasks which would otherwise be performed by bargaining unit employees, however volunteers shall not be permitted to do work in lieu of a laid off employee, nor shall the use of volunteers be permitted to contribute to the loss of bargaining unit positions.

XI. Employment, Transfer, Promotion

The Library is committed to promoting employees from within the bargaining unit to vacant positions therein where appropriate. Qualified applicants within the bargaining unit shall be given

preference over applicants outside the bargaining unit unless an outside applicant is substantially more qualified. Within the bargaining unit, the most qualified applicant will be selected. If equal, seniority will determine.

All bargaining unit job vacancies will be posted on the employee bulletin boards and disseminated electronically by the HR department. The postings will list classification, salary, hours, and job requirements.

All bids for consideration of job vacancies shall be submitted to HR on standardized library applications and should also include an updated resume. When more than one (1) job is posted, employees desiring to bid for more than one (1) job shall note their preference next to their names by numbering (1), (2), (3), etc. Employees interested in applying for each such posted job or jobs shall express their interest in writing to the library's Office of Human Resources, stating their qualifications for the posted job or jobs. Except in cases of emergency or after consultation with the business agent or steward of the Union, no person shall be hired for a posted job until the expiration of the posting period. The Office of Human Resources shall thereafter schedule any necessary interviews and shall inform the employees of their acceptance or rejection for the posted job or jobs. The determination as to whether an employee is qualified to fill a vacancy shall rest with the Library.

The promoted or transferred unit employee shall have a probationary period of 90 days. If the promoted or transferred employee is removed or requests removal from the new job during the probationary period, the employee shall be returned to their former job, without loss of seniority, or benefits. Any incumbent in the former job shall also have the right to return to their former position.

In the event of a temporary or permanent vacancy, the Library will determine the title to be filled provided the library may elect not to transfer employees with outstanding discipline or performance issues. Current employees holding that title (and qualifications, if the title is generic) will be offered the opportunity to voluntarily move into that assignment. If there are multiple qualified applicants, the assignment will be awarded to the most senior applicant. If there are no qualified internal applicants and the Library has chosen not to hire from the outside for the position, the most junior

person holding the same title will be transferred to that assignment. In the event the transferred employee's position needs to be filled, the same procedure will apply.

In the event that the Library elects to change, modify or update a job description, the library will give the union 30 days notice and an opportunity to comment on the proposed changes, modifications, or updates before implementing the job description.

The Library also agrees to meet with representatives from the union at least twice during the contract year to formally hear any and all concerns with regard to job descriptions which members have. Such meetings will be initiated by the union.

Whenever it is necessary for the Library to temporarily transfer an employee to another job covered by this Agreement, the employee shall receive their regular rate of pay or the rate of pay for the job, whichever is higher. Employees permanently transferred shall be entitled only to the rate of pay for the job to which they are transferred.

XII. Health and Safety

The Library shall continue to comply with legal regulations governing safety of working conditions, and will otherwise provide insofar as possible for the health and safety of library employees. A joint employee-elected and Employer appointed health and safety committee shall be formed.

Parties will review and recommend safety regulations as agreed to by the parties including, but not limited to the following:

- Computer Terminals
- Hazardous substances
- Ergonomic Hazards
- Infectious Diseases
- Indoor Air Quality
- Noise
- Workplace Violence
- Vehicle Safety

XIII. Paid Holidays

The following days shall be recognized as paid holidays and provides all regular full-time and part-time employees with time off with pay at their normal hourly rate regardless of whether or not it is a scheduled work day. All part-time employees have their holiday hours prorated based on their FTE status. If an employee is not scheduled for the day of the holiday, she/he will have another mutually agreed upon day off during that pay period.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Victory Day
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

If an employee is required to work one of the above listed holidays, the employee will be paid time and one half for such hours worked.

Paid days off will be granted on December 24 (christmas eve) and December 31 (new years eve).

The library will be closed and staff will have the day off with pay. If the day should fall on a Sunday it will be paid as straight time at the employee's regular hourly base rate of pay. If an employee is required to work on Christmas eve or New Year's eve, the employee will be paid straight time for such hours worked as well as getting paid for the day.

For those employees assigned to a work week which includes a Sunday, Easter shall also be observed if an employee is required to work, the employee will be paid double time for such hours worked.

Whenever any of the holidays listed above falls on a Saturday or Sunday, the holiday shall be observed on the preceding Friday or succeeding Monday (whichever is designated as a holiday by the State of RI for its employees).

In order to be eligible for holiday pay, a regular employee must work the scheduled shift immediately prior to and immediately following the holiday, unless on approved paid leave. Employees on illness leave on either side of a holiday/vacation day will receive holiday/vacation pay, if eligible, without having the time charged to illness pay allowances.

An employee may observe a special or religious holiday by charging time off to accumulated vacation or personal time.

XIV. Vacation Leave

Full time and part time employees who work at least 20 hours per week will accrue vacation time at the end of each month. Accruals for new hires will be prorated based on their hire date. Accrual for part-time employees will be prorated based on the number of hours they work each week. Contractors, volunteers, and temporary employees do not accrue vacation time.

Accrued vacation time may be taken after 6 full months of employment. Staff would start the higher tier accrual the month following their anniversary date. Accruals will be in accordance with the following schedule (in effect as of 1/1/2022):

- 0 – 4 years of service – 16.5 days
- 5 – 9 years of service – 22 days
- 10 – 14 years of service – 25 days
- 15+ years of service – 30 days

Vacation time will not accrue during unpaid leaves of any kind. Vacation time must be used before January 1 of each year, however, employees may carry 5 days (prorated for part time staff based on FTE) of unused leave into the following year. However, if an employee has worked less than 9 months by December 31, they may carry all their unused vacation time into the new calendar year.

Employees hired prior to the monthly accrual system will continue to receive their entire allotment of vacation days on January 1. This vacation time will be assumed to have been earned in the previous year, and will be prorated to reflect the portion of the year actually worked.

Approval process: Requests for vacation leave may be submitted at any time. Requests will be considered on a first come first served basis, and approved or disapproved within 7 days. In no event will an employee be required to find his or her own replacement when they are on vacation, however, employees will be responsible for informing their manager when they are taking vacation.

Any regular full-time employee who is regularly scheduled to work six (6) days per week may, if they wish and so notifies the employer prior to the beginning of their vacation, take six (6) vacation days for any week they are on vacation; provided, however, that the sixth day will be paid for at straight time rates and will be charged against the employee's vacation entitlement for the year in question.

XV. Jury Duty

Any employee who is absent from scheduled work with the Library for jury duty shall receive three (3) paid days at their regular straight time rate of pay had they been at work provided (a) the employee furnishes the Library with evidence of jury duty from the clerk of the court wherein they served as a juror and (b) the employee reports for work on a regularly scheduled work day when they are excused from jury duty. Jury duty pay shall be limited to one (1) call for Federal jury duty in any twelve (12) month period, and shall be limited to one (1) call for non-Federal jury duty in any twelve (12) month period.

Any employee scheduled to a work week other than the Monday through Friday, shall be temporarily rescheduled to work the normal Monday through Friday during such time as they are required to appear in court as a juror or witness

Appearances in court for traffic or other violations or as a party in a lawsuit may be charged to absent without pay, or to vacation or personal time.

XVI. Military Leave

The Uniformed Services Employment and Reemployment Rights Act (USERRA) is administered by the Veterans' Employment and Training Service (VETS). USERRA applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also gives rise to rights under USERRA. In addition, under the Public Health Security and Bioterrorism Response Act of 2002, certain disaster response work (and authorized training for such work) is considered "service in the uniformed services."

Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members, as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

USERRA prohibits employment discrimination against a person on the basis of past military service, current military obligations, or intent to serve. An employer must not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment to a person on the basis of a past, present, or future service obligation. In addition, an employer must not retaliate against a person because of an action taken to enforce or exercise any USERRA right or for assisting in an USERRA investigation.

The pre-service employer must reemploy service members returning from a period of service if those servicemembers meet five criteria:

1. The person must have been absent from a civilian job on account of service in the uniformed services;
2. The person must have given advance notice to the employer that they are leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
3. The cumulative period of military service with that employer must not have exceeded five (5) years;

4. The person must not have been released from service under dishonorable or other punitive conditions; and
5. The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable.

USERRA establishes a five-year cumulative total of military service with a single employer, with certain exceptions allowed for situations such as call-ups during emergencies, reserve drills, and annually scheduled active duty for training. USERRA also allows an employee to complete an initial period of active duty that exceeds five (5) years.

Returning service members are to be reemployed in the job that they would have attained had they not been absent for military service, (the “escalator” principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. USERRA also requires that reasonable efforts (such as training or retraining) be made to enable returning service members to qualify for reemployment. If the service member cannot qualify for the “escalator” position, they must be reemployed, if qualified, in any other position that is the nearest approximation to the escalator position and then to the pre-service position. USERRA also provides that while an individual is performing military service, they are deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights and benefits accorded other similarly-situated individuals on non-military leaves of absence. The time limits for returning to work are as follows:

- Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.
- 31 to 180 days: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- 181 days or more: The employee must apply for reemployment no later than 90 days after completion of military service.
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Health and pension plan coverage for service members performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however, they may be required to pay up to 102 percent of the full premium. For military service of less than 31 days, health care coverage is provided as if the servicemember had remained employed.

USERRA pension protections apply to defined benefit plans and defined contribution plans as well as plans provided under Federal or state laws governing pension benefits for government employees. For purposes of pension plan participation, vesting, and accrual of benefits, USERRA treats military service as continuous service with the employer.

XVII. Bulletin Board

The Library will provide the Union with the privilege of posting notices of Union meetings, election of officers and stewards, and its social affairs on bulletin boards (both actual and electronic) to be designated by the Library.

XVIII. Family/Medical Leave

Library employees covered by this agreement shall be at a minimum eligible for leave as follows:

Family Medical Leave: Leaves qualifying under FMLA and/or RIFFMLA will run concurrently. The use of sick or vacation time also runs concurrently with FMLA and RIFFMLA and will not extend the length of the leave. In the event any questions arise as to the meaning or application of these policies, the following rules shall apply; if the question involves FMLA and/or RIFFMLA rights of the employee or the employer, those laws will decide the issue. All other issues will be resolved by the Human Resources Department, in its discretion. All absences by employees which qualify for FMLA and/or RIFFMLA shall be designated as such by the Library even if the employee does not request such leave.

Eligibility for a Federal or State Leave

The federal Family and Medical Leave Act (FMLA) and Rhode Island Parental and Family Medical Leave Act (RIFFMLA) apply to employers with fifty (50) or more employees. Sometimes these laws do not apply to the Library since our staff count can be below 50 employees. However, as long as the other below leave requirements are met, no matter the number of employees the

Library employs, the Library will grant employees unpaid time off as if these laws applied to the Library for purposes of illness, injury, or for the birth, adoption, or foster care of a child. The two other requirements are as follows:

Federal: (1) Employee must be continuously employed for 12 months and (2) have worked a total of 1250 hours preceding the leave date. Federal leaves grant employees with 12 weeks of unpaid time off and are allowed once a year calculated on a 12 month rolling basis measured backwards from the date the employee's previous leave commences.

State: (1) Employee must be continuously employed for 12 months and (2) work an average of 30 hours per week (1560 hours a year) preceding the leave date. RI leaves grant employees with 13 weeks of unpaid time off and are allowed to take 13 weeks in any 2 calendar years.

Depending on several factors, you may be required to follow the federal or state leave laws. Employees should speak to a member of HR to determine which leave laws you should follow. Eligible employees are entitled to a leave of absence for the following:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition; (RIPFMLA also allows for parent-in-laws)
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;"
- Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Employees requesting a Military Caregiver Leave should refer to the Employee Handbook section 8.5 entitled Military Caregiver Leave.

The FMLA and the RIFFMLA are both unpaid absences from work; however, the library does require employees to use and exhaust all available and earned sick time. For specific definitions and more information on how to request a leave, employees should refer to Section 8.4 Family and Medical Leave of Absence of the Employee Handbook for more detailed information.

Any violation of either the FMLA or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in federal and state laws as well as remedies provided for under this Agreement shall be applicable for any violations of these laws.

- (a) Other Leaves. Unpaid leaves of absence may be granted at the discretion of the Library to all employees for a specific period and for a specified reason such as disabilities, family illness, study or travel. All requests for such leave shall be made in writing at least one (1) month prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. Such leaves may be granted for a period of up to six (6) months, and the granting of such leaves will not be arbitrarily withheld. Employees who are on approved sick leave under this subsection (c) will receive, for the first three months of such unpaid sick leave, holiday pay for any holidays occurring during those three months.
- (b) When an employee returns following all authorized unpaid leaves of absence, the employee shall be reinstated to the employee's former position unless the position has been filled. In such event, the Library shall offer a position covered by this Agreement requiring similar or comparable skills if such a position is available. If such a position is not available, the Library shall offer the employee the first available job opening covered by this Agreement requiring such similar or comparable skills. Should a position of comparable or similar skills be made available to the employee either upon the employee's return from unpaid leave or subsequently, and should the employee refuse to accept such a position, the Library's responsibilities to the employee shall cease.
- (c) Health Insurance coverage shall be continued for a period of six months for employees out of work because of an injury compensable under Workers Compensation and for three months for employees out sick for other reasons.

XIX. Sick Leave

The Library provides regular full-time staff with 10 days* per year accrued at a rate of 5.83 hours per month. Regular part-time employees are eligible to accrue sick time on a prorated basis. Temporary employees, contractors, interns, and volunteers, are not eligible to earn or receive sick time.

New employees who are absent due to illness or disability during their first three months of employment will not be compensated.

*Staff hired before July 6, 2010 can accrue up to 150 days (1050 hours for a 35 work week).

*Staff hired on or after July 6, 2010 can accrue up to 65 days (455 hours for a 35 hour work week).

Employees may use their sick time for any of the following reasons for themselves or a family member. Definition of Family Member includes: child(ren), step-child(ren), spouse, domestic partner, civil partner, parent (including spouse or partner's), sibling, grandparent, grandchild, care recipients (individuals for whom an employee is responsible for providing or arranging health- or safety-related care) and members of the employee's household.

- To care for themselves or their family member suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend their own medical appointments or an appointment for a family member as defined above.
- To address domestic violence, sexual assault, or stalking which impacts an employee or covered family member.
- Closure of the employee's place of business, or a child's school or place of care, by order of a public official due to a public health emergency.

Exempt employees do not need to use accrued sick time if both the supervisor and the employee agree that the employee will work an equivalent number of additional hours during the same week or the following week to make up for the time the employee was absent. However, the Library will not require an employee to work additional hours to make up for the hours during which the employee was absent; but, if the time is not made up and if the employee does not

have enough sick time accrued to cover the time out, the employee will be unpaid for the time the employee was absent.

The Library recognizes that sick time is often taken on an emergency or last-minute basis. Nevertheless, employees must make a good faith effort to provide their supervisor with advance notice of any foreseeable sick time. Where the use of sick time is pre-scheduled or anticipated, employees should provide at least 7 days' notice. Employee's should call their supervisor as soon as possible if they are going to be out sick and the employee is also required to record the time off in the time keeping system as soon as possible.

Sick leave will not accrue during unpaid leaves of any kind.

Sick leave may be used in increments of one hour followed a quarter hour.

The Library retains the right to request verification from a licensed health-care provider for any absences due to illness or disability of three or more consecutive days (5 consecutive days for facility staff) or if there is a reasonable question of misuse. Sick pay may be withheld if a satisfactory verification is not received.

Employee absences due to illness lasting longer than five days will be covered by sick time as available, even if an employee is receiving TDI.

Unused sick leave will be lost when an employee leaves the library. No payment will be made for accrued, unused sick leave. In the event that an employee who loses unused sick leave due to involuntary layoff is subsequently rehired under the seniority provision of the contract, his or her sick leave accumulation will be reinstated in full.

XX. Catastrophic Illness / Injury Bank (CIB)

After 18 months of employment, union members will receive a bank of time, in the amount of 20 working days (prorated for part time employees) to be used in the event of a catastrophic illness or injury for oneself. This bank of time will assist union employees who have encountered a non-work related catastrophic illness or injury which results in a long-term absence from work and who have exhausted all of their accumulated paid time off and who have exhausted their RI

Temporary Disability Insurance. If the initial request is less than 20 days, the employee may request the additional balance of time at any time it is needed. Once the bank of time has been completely exhausted, it will replenish to 20 days (prorated for part time staff) 3 years from the date of the last day used.

A catastrophic illness or injury is defined as an acute or prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability which results in the employee's inability to work. Examples of a catastrophic illness or injury include, but are not limited to, a serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility. High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death. Terminal illness such as cancer.

In order to use time from the bank an employee must:

- Have exhausted all accumulated sick, vacation, personal time, and other paid time off and
- Have exhausted their RI Temporary Disability/Caregivers Insurance, and
- Have a note from a health care provider documenting the non-work related catastrophic illness or injury.

Exclusions

- Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.
- Pregnancy and childbirth does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.
- Employees on worker's compensation or disability leave are not eligible for the catastrophic illness/injury bank benefits.

If an employee should terminate for any reason, any time in the bank will not be paid out.

Nothing herein contradicts or restricts an employee's entitlement to an FMLA leave. In addition, the use of catastrophic illness/injury hours shall be counted towards an employee's entitlement under FMLA.

XXI. Leave of Absence

An unpaid leave of absence of up to 13 weeks may be granted to any full-time or regular part time employee who has completed at least one full year of employment. Such leaves will be granted on an ad hoc basis, and will be dependent on the circumstances at the time the leave is requested. Each request will be reviewed and considered individually in the context of the constraints that apply at the time, and will be approved or denied accordingly. Granting of such leaves shall not be arbitrarily withheld.

- a. Requests for leave of absence must be made in writing at least 30 days prior to the date of the proposed leave. Requests should be submitted to the department supervisor, and the Human Resource Office. Exceptions will be made for emergencies, where such notice is impossible.
- b. No leave of absence, or leave without pay will be granted until an employee has exhausted their accrued PTO.

Paid time off will not accrue during a leave of absence. There are also certain benefits that will stop when on an unpaid leave absence, for example, 403B company matching. Employees may, however, continue their group health coverage for the duration of the leave by paying the full employee premium. Please speak with HR for a list of benefits that may cease.

XXII. Union Leave

At the written request of the Union, the library shall grant either an officer of the Union or a duly elected or appointed representative of the Union, a leave of absence without pay or benefits, but with no loss of seniority, for a period not to exceed one (1) year or the period of the elected office, whichever is greater, provided that such operation shall not interfere with the operations of the library.

Such leave is intended to permit the employee to work for the union on union business and may be extended upon written request thirty (30) days prior to the termination thereof.

Unpaid Leaves of absence without loss of benefits or other privileges shall be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organizations. Such leave will require the prior approval of the Library. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.

Paid Union Leave of Absence: Leaves of absence without loss of wages, benefits or other privileges may be granted to the Union negotiating committee members for attendance at negotiation sessions with the Library and related Union caucuses. Such leave will require the prior approval of the Library and will cease upon the earlier of 60 days after expiration date of the agreement or upon a strike or work stoppage by the union (it is understood that any extension of the agreement will extend the expiration date).

Leaves of absence without loss of wages, benefits or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the Library.

XXIII. Subcontracting

The Library shall have the right to subcontract. In the event that subcontracting results in a loss of bargaining unit positions, the Library agrees to provide 45 days notice to the union before signing any subcontract.

Said notice will include an explanation of the Library's rationale for the decision to subcontract. During the notice period the Library will meet with the union to hear its concerns, and listen to suggested alternatives.

In the event that a subcontract is signed that results in the layoff of bargaining unit employees, the Library will (i) meet with the union to affects bargain; and (ii) make an effort to have displaced and interested employees hired by the subcontractor. Employees displaced by said

subcontracting will have the bumping rights set forth in this agreement, or they may receive severance as negotiated by the parties at the time of the subcontracting.

XXIV. Invalidity Under Law

If any provision of this Agreement is held to be in violation of the law, the invalidity of such provision will not affect the remainder of the Agreement.

XXV. Hours Of Work And Overtime

1. Work schedules will be determined by the Department Head. However, prior to making any changes in the hours of work and work schedules, the library will notify the union of such changes and provide the union with an opportunity to discuss such changes before they are implemented.
2. A normal full time workweek will consist of 35 hours of work over 5 days, 7 hours per day. The weekly schedule will be posted six (6) weeks in advance. If the library determines the need to alter from the seven hour per day, five days per week schedule, it will notify the Union and meet and confer prior to making any changes.
3. Employees will receive a 10% pay differential on their base rate of pay for hours worked after 5:30pm. For exempt employees, comp time may be available by library policy.
4. Non-exempt employees will be paid overtime at the rate of time and a half of an employee's regular hourly rate for all hours worked in excess of eight (8) in a day or forty (40) in any workweek.
5. All work performed on Sunday shall be paid at the rate of time and one half, without duplication. The work week begins at 12:00 am on Sunday and ends at 11:59 pm the following Saturday.
6. Exempt employees will receive a salary, and will not normally be paid overtime, with the exception that exempt employees will be paid overtime at the rate of one and one half times the employee's average hourly rate, for hours worked on legal holidays, including Sundays.
7. Travel Time: Travel time shall be considered as time worked when it occurs during the employee's normal hours of work and is from work site to another. Employees who are asked to travel to another Providence library location will be allowed up to ½ hour for

such travel, with consideration given for public transportation, and compensated appropriate mileage rate or bus fare.

8. Telecommuting, Flextime and Alternative Work Schedules: The Union and the Library recognize that productive work by employees can be delivered in a variety of ways, including alternative work schedules, telecommuting and flextime. To that end, the Library agrees to consider alternate methods of work delivery. No one will be arbitrarily denied. Employees may request to work their usual number of hours in a week within the hours of 7 a.m. and 5 p.m. and may take a one-half hour lunch rather than the usual one-hour. Employees may vary their schedule, with the approval of their supervisor, within these hours by arranging schedules at least two weeks in advance. Such requests shall not be unreasonably denied. Exceptions to the 7 to 5 schedule range may be approved upon written request.
9. In the event that, due to snowstorms or other Acts of God, employees covered by the agreement are sent home prior to the end of their regularly scheduled shift or told not to report to work, they will be paid for the time lost. Employees who work during hours when other employees covered by this agreement are being paid while not working pursuant to the preceding sentence, will be paid for such hours at the rate of time and one half an employee's regular hourly rate. Employees who are unable to report for work due to the weather when employees are expected to report, shall have the option of utilizing vacation or personal time, but shall not be required to do so. When possible, depending on schedules and necessary in-person tasks, employees may also be able to work from home. This provision will also apply to days when the Library is closed early due to extreme heat but not to employees working in air-conditioned areas or facilities. Maintenance staff who are required to come in early to clear snow will be allowed to park in the lot behind the library for the duration of the storm. Maintenance staff who are required to come in and remove snow will be paid at 1.5 times their hourly rate for any time spent doing snow removal in addition to their time lost for the day.
10. The employer will periodically post schedules of work for all employees and send the union a copy of those postings. The employer may change or modify those schedules at any time, at its discretion.
11. Assignments to cover for special events will be rotated among the facilities employees involved, with the first assignment going to the most senior employee, the next to the next

senior, etc. If an employee declines an assignment they will be skipped in the next rotation.

12. Overtime On Recall (facility staff only)

Facility employees who are recalled to work following the end of their regular workday, or on a day not regularly scheduled to work, shall be guaranteed a minimum of four hours pay. However, the employees who are 'on call' will be guaranteed a minimum of four hours pay if they are called into work. In addition, it is understood that one employee each week will be on call and will receive Forty-five dollars (\$45) a week on call pay. Such employees will be expected to respond to any call that week. If an employee who is on call is called in more than once during the week in question, their on-call pay would be credited towards pay earned for being called in. In any week in which a holiday occurs and an employee works all scheduled hours that week, overtime for callback hours worked by the employee that week will be computed by treating paid holiday hours as hours worked.

13. Whenever the temperature-humidity index reaches 90 and the temperature is at least 85 F inside the building, employees working in that building will either be transferred to an air conditioned building or sent home, without loss of pay.

14. Whenever possible, prior to any permanent schedule change necessitated by business reasons such as a change in hours of operation, the department affected will be notified at least 21 calendar days in advance. The union shall retain the right to grieve the Library's decision to change such schedules on the basis that it is arbitrary or capricious.

15. Assignments to cover for special events will be on a volunteer basis and will be rotated among the employees with the first assignment going to the most senior employee, the next to the next senior, etc. In the event that there are no volunteers, employees will be assigned to work such events on the basis of reverse seniority.

16. The Library retains the right to establish and change schedules, both in the short and long term. However, every effort will be made to provide staff with schedules which include a consistent rotation of weekends and evenings that does not change due to temporary adjustments.

17. In the event a temporary change in schedules is needed the Library will make a reasonable effort to (i) obtain volunteers, and (ii) when no volunteers are available, rotate the selection of impacted employees by cluster, and, if necessary, system wide in an effort to evenly distribute schedule changes.

XXVI. Bereavement Leave

1. Regular full and part-time employees will be allowed up to five (5) consecutive working days of paid leave, including the day of the funeral, for the death of a parent (biological, adoptive, step, in-law), spouse, domestic partner, child (biological, adopted, step, foster), grandparent, grandchild, or sibling.
2. Regular full and part-time employees will be allowed up to one (1) day off with pay on the day of the funeral where there is a death of a relative not covered above or for a co-worker. For the funeral of a deceased coworker, the Supervisor or designee determines the number of employees who may attend.
4. If a death of an immediate family member requires the employee to travel over five hundred (500) miles from their home, upon request for such a leave, personal time or vacation time may be used in addition by an employee beyond that provided for elsewhere in this section.
5. Bereavement leave will normally be taken within ten days of the demise or notification of the date of death of the family member. Exceptions must be approved by Human Resources. At the Library's discretion, employees may be required to provide appropriate documentation to support a request for bereavement leave, such as a death notice or an obituary.
6. Employees will receive pay only for days/hours when they are normally scheduled to work.

XXVII. Meals And Breaks

All employees, with the exception of maintenance staff, who work a full 7 hour day will be entitled to a one hour lunch and two fifteen-minute rest breaks, one before the lunch break and one after the lunch break. Maintenance staff are entitled to a half-hour lunch break and two fifteen-minute rest breaks, one before the lunch break and one after the lunch break. Lunch breaks are unpaid time, except for boiler operator positions which require staff to remain in the building during lunch.

Supervisors shall not mandate that employees take an unnatural lunch hour (for example, if an employee works from 9:30 to 6 and must take lunch at 11).

Employees working a partial day which comprises at least four sequential hours of work will be entitled to one fifteen minute rest break. Rest breaks will be paid.

- a. Lunch breaks are unpaid time, unless the employee is required to remain in the building during lunch, in which case the lunch break will be paid.
- b. Rest breaks cannot be taken during the first or last hour of work, or the half hour before or after the lunch break. Rest breaks not taken are lost.

XXVIII. Health Insurance

- a. All regular employees who work at least 30 hours a week will be covered under the Library's current group health plan, as the same may be amended from time to time.
- b. Coverage under the plan is effective on the first of the month following thirty days of employment.
- c. Premiums for the health insurance will be divided between the employee and the Library. Currently, the Library pays 88% of the less expensive individual plan, 75% of the less expensive individual plus child(ren), 70% of the less expensive individual plus spouse plan, and 65% of the less expensive family plan. In the event that more expensive plans are offered, the Library will pay the same dollar amount paid toward the less expensive plan toward the higher cost plan if the employee chooses that plan.

If an employee is covered under another plan elsewhere they may waive coverage under the Library plan. The Library will pay \$75 monthly to an employee who waives coverage.

Healthcare Reopener

The parties agree that between each year they will negotiate over the healthcare benefits provided under this article. The provisions of the Strikes & Lockouts article of this agreement will remain in full force and effect during said reopener. If the parties do not reach an agreement, said benefits remain the same.

XXIX. Long Term Disability Insurance

The Library will cover members of the bargaining unit under its current long term disability insurance plan, as the same may be amended from time to time

XXX. Pension Plan

The Library will continue to provide coverage for members of the bargaining unit under its present 403B plan, as the same may be amended from time to time.

XXXI. Personnel Records and Employment References

- a. The Human Resource Office will maintain employee personnel records for each employee. These records will be considered private and treated as such in the Human Resource Office.
- b. Employees may review their personnel files in the presence of a member of the Library's HR staff or in the presence of someone appointed by HR. Employees who wish to review their files must make an appointment to do so with the Human Resource office.
- c. The library will make every effort to not release information to outside people or agencies, except as follows:

The library will verify employment status, job title, hire and term dates, and prospect of continued employment. The library will also, at the request of the employee, verify their salary or reason for termination.

The library will also share employment information when employees request employment references or wish to have their employment records released to other entities.

- d. The library will comply with legitimate requests from government and law enforcement agencies and in connection with legal proceedings.
- e. The library will share information as necessary with vendors and contractors to conduct library business, i.e., health insurance providers, actuaries, auditors, and legal counsel.
- f. The Union will be provided access to personnel records for bargaining Unit employees as necessary for them to fulfill their obligations to their member. All requests will be made in writing to the HR department and HR will have 3 working days to gather the requested information.

XXXII. Wages

Pay Differential

1. Pay differential shall be used to compensate for work performed in a higher classification, and for work performed as a lead person who is not a supervisor.
2. Unit employees who are temporarily assigned work in a higher classification and which exceed 3 consecutive days shall receive a pay differential increase of no less than the base rate of the higher classification for the hours worked out-of-class.
3. Unit employees who perform work as a “lead” person shall receive a five percent (5%) differential for performing lead work duties in their department. Such duties may include, but not be limited to:
 - a) Assign and reassign tasks to accomplish prescribed work efficiently
 - b) Give direction to workers concerning work procedures
 - c) Transmit established standards of performance to workers
 - d) Review work of employees for conformance to standards
 - e) Provide informational assessment of workers' performance to supervisor
 - f) Orient or train or supervise new employees

Employees will be assigned to a lead position at the discretion of the Library.

XXXIII. Employee Assistance Program

The Library will purchase an Employee Assistance Program for the benefit of bargaining unit employees.

XXXIV. Education and Training

The Library agrees to provide unpaid leave for library specific training insofar as such leave can be accommodated at the time it is requested. Such leave will not be arbitrarily granted or denied.

The Library will make available minimum standards training in basic computer skills to bargaining unit employees, including such software as Word, Excel, Outlook, basic searching in Millennium and the use of the internet for patron requests.

XXXV. Uniforms

The Library will supply uniforms to bargaining unit employees, which will be worn at all times when members are working. Members will maintain the uniforms so that they always present a clean and neat appearance. Uniform pants will be replaced at least once a year. The Library will reimburse bargaining unit employees up to \$100 annually for the purchase of work boots.

XXXVI. Job Evaluation.

The Library shall have the right to change existing jobs, create new jobs and write or revise job descriptions; provided, however, that if the Union is dissatisfied with the rate established for a new job or if changes to existing jobs are substantial and the rate is not adjusted accordingly, the Union may file a grievance questioning only the rate for the new or changed job.

XXXVII. Duration

Duration: This contract will expire on June 30, 2025.