AGREEMENT

Between

TOWN OF BELMONT BOARD OF LIBRARY TRUSTEES

And

BELMONT LIBRARIANS' ASSOCIATION

Effective: July 1, 2022

Expiring: June 30, 2025

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PURSUANT to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made and entered into effective as of the first day of July, 2022 by the TOWN OF BELMONT ("Town") acting by the TRUSTEES OF THE PUBLIC LIBRARY (hereinafter sometimes referred to as the "Employer") and the BELMONT LIBRARIANS ASSOCIATION (hereinafter sometimes referred to as the "Association").

ARTICLE 1 PREAMBLE

Recognizing that our prime purpose is to provide library service of the highest possible quality to the residents of Belmont and that good morale within the Professional and Paraprofessional Staff of the Belmont Public Library is essential to the achievement of that purpose, we, the undersigned parties to this contract declare:

Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Trustees of the Public Library, the Library Director, and the Belmont Librarians Association in the formulation and application of policies relating to wages, hours, and other conditions of employment for members of the Belmont Librarians Association. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 2 SCOPE

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining and any question arising thereunder, the Trustees of the Public Library recognize the Belmont Librarians Association as the exclusive bargaining agent and representative of all permanent full time professional and paraprofessional librarians, excluding the Library Director and the Acting Library Director.

ARTICLE 3 NON-DISCRIMINATION

The Employer and the Association agree not to discriminate in any way against the employees covered by this Agreement on account of age, race, religion, creed, color, national origin, sexual orientation, gender, gender identity, genetics, disability, veteran's status, or Association activities.

ARTICLE 4 AGENCY SERVICE FEE

An employee in the bargaining unit who is not a member of the Association shall, as a condition of employment, pay the Association an agency service fee proportionate to the cost of collective bargaining and contract administration which shall be limited to an amount equal to the Association's uniform membership dues set in accordance with its Constitution and By-laws. For new employees, payment shall commence after completion of the six months probationary period. The Association agrees to indemnify the Town for all liabilities or costs which it might incur under this section.

ARTICLE 5 EMPLOYER'S RIGHTS

The Employer shall exercise the right to manage and operate the Belmont Public Library ("Library"), including the right to select, hire, promote, and transfer employees and to suspend, discipline, and discharge employees and to relieve employees from duty because of lack of work or lack of funds. Notwithstanding anything in the Article to the contrary, any discipline or discharge of a permanent employee shall be subject to the provisions of this Agreement limiting the discipline or discharge of said permanent employees to just cause.

The Employer shall also exercise such rights and powers as are necessary to carry on the other customary functions of the Library as may be granted by the By-laws of the Town and the statutes of the Commonwealth to the Trustees of the Public Library, but said rights and powers shall not be exercised in an arbitrary or capricious manner or so as to violate any provision of this Agreement. The Employer shall determine the requirements for employment in all positions, the standards and methods of training, the number and qualifications of employees

required to operate the Library, and the assignment of work to each employee. The Employer shall determine the starting and quitting time of each employee, provided, however, that the working schedules shall not be determined arbitrarily or so as to discriminate against any employee. The Employer shall take such other measures as it deems necessary, not otherwise prohibited or restricted by this Agreement, to insure the adequate and efficient execution of library service.

ARTICLE 6 DISCPLINE AND DISCHARGE

<u>Section 1.</u> New employees shall be in a probationary status for a period of six (6) months following employment. Promoted or laterally-transferred employees shall be in a probationary status in their new positions for a period of three (3) months.

<u>Section 2.</u> The discharge of a new employee during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement, provided that such discharge does not violate the article on non-discrimination.

<u>Section 3</u>. A permanent employee shall not be disciplined nor shall said employee have his employment terminated except for just cause. Any dispute concerning the discipline or discharge of a permanent employee shall be subject to the grievance and arbitration provisions of this Agreement.

<u>Section 4</u>. Just cause shall include, among other things, absenteeism, failure to perform work to the normal standards of the Library, insubordination, discourteous conduct toward Library patrons or fellow workers, and failure to abide by the terms of this Agreement, provided, however, that discipline imposed under this Article shall not be arbitrary, discriminatory, or unreasonable and shall be appropriate to the offense.

ARTICLE 7 GRIEVANCE PROCEDURE

The following Grievance Procedure shall be in effect for the employees covered by this Agreement:

<u>Section 1.</u> <u>Definition</u>: A grievance is defined as a dispute involving the alleged violation, interpretation, or application of a specific provision of this Agreement.

<u>Section 2.</u> <u>Time Limits</u>: All time limits herein shall consist of calendar days exclusive of Sundays and legal holidays. The time limits indicated hereunder will be considered maximums unless extended by mutual agreement in writing.

<u>Section 3.</u> Grievances shall be processed as follows:

<u>Level One</u>: An employee with a grievance (the "Grievant") will present it to his immediate supervisor either directly or through the Association within ten (10) days of the occurrence of the event upon which the grievance is based. The supervisor shall give an answer within five (5) days.

Level Two: If the grievance is not resolved to the satisfaction of the Grievant or the Association, the Grievant or the Association may within ten (10) days of the Level One answer present the grievance in writing to the Library Director. The Library Director shall hold a hearing with the Grievant or the Association at a mutually agreeable time. A written answer shall be given by the Library Director or by the Library Director's designee within ten (10) days after receiving the written presentation.

Level Three: If the grievance is not resolved to the satisfaction of the Grievant or the Association, the employee or the Association may within ten (10) days of the Level Two answer present the grievance in writing to the Board of Library Trustees. The Board will hear the grievance at its next regularly scheduled meeting provided that the request has been submitted prior to the closing of the agenda. The Board may call a special meeting to hear the grievance. The Board shall render a decision and issue a written decision within fourteen (14) days after the hearing or at the next regularly scheduled meeting, whichever is sooner.

<u>Level Four</u>: If the grievance is not resolved to the satisfaction of the Association, the Association may within ten (10) days of the Level Three decision ·submit the grievance to the American Arbitration Association for binding arbitration in accordance with their current rules. The decision of the arbitrator shall be final and binding on both parties.

Section 4. General Provisions

- a. The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing.
- b. The costs for services of the arbitrator, including American Arbitration
 Association charges per diem, if any, and actual and necessary travel expenses
 will be borne equally by the Employer and the Association.
- c. The Employer acknowledges the right of the Association to participate in the processing of a grievance at any level, without loss of pay to the Association's representative.
- d. Provided the parties to this contract agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three.
- e. The Employer and the Association will cooperate with each other in their investigation of any grievance and further will furnish each other with such information as is necessary for the processing of the grievance.
- f. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- g. The arbitrator shall not add to, subtract from, alter any provisions of this Agreement, nor make any decision in conflict with the laws of Massachusetts.

ARTICLE 8 NO STRIKE CLAUSE

<u>Section 1.</u> No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services. The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

<u>Section 2.</u> Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Association shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Association shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith. Refusal of any employee or employees covered by this Agreement to cross a picket line at the facility where the employee works shall be

deemed a withholding of services and shall require the Association to disavow such action, refuse to recognize the picket line and to take reasonable means to induce the employees to terminate the withholding of services and return to work forthwith.

Section 3. In consideration of the performance by the Association of its obligation under Paragraph 1 and Paragraph 2 of this Article, there shall be no liability on the part of the Association nor its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Association.

ARTICLE 9 STABILITY OF AGREEMENT

<u>Section 1</u>. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

<u>Section 2</u>. The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such terms or conditions, and the obligations of the Association to the Employer to such performance shall continue in full force and effect.

ARTICLE 10 HOURS OF WORK, OVERTIME, REST PERIODS

<u>Section 1.</u> The work week shall normally consist of five (5) days of seven (7) hours duration each within a calendar week beginning on Monday and ending on Saturday for a total work week of thirty-five (35) hours.

Section 2. Sunday shall not be a regularly scheduled work day.

- a. Employees assigned to duties on Sundays, shall be paid at a rate of 2 times their regular rate of pay, with the scheduling for Sunday subject to the approval of the Library Director or their designee.
- b. No employee shall be required to work on Sunday if notification or request to work is made after 6:00P.M. on the Friday preceding the Sunday to be worked, and said employee will not be discriminated against in any manner whatsoever for refusing to work on Sunday upon receiving such short notice or request.

When notice of cancellation of scheduled work is received by an employee after 6:00P.M. the Friday preceding scheduled Sunday work, such employee shall be paid for two (2) hours straight time for having been available for Sunday work.

- c. No employee shall be required to work on the Sunday immediately preceding Labor Day.
- d. No employee shall be required to work on Sunday, July 3rd, nor required to work on Sunday July 6th.

Section 3.

- a. An employee who works on Saturday, from September through June, shall be compensated by the granting of another workday off at a straight compensatory time rate.
- b. An employee who works on a Saturday during July, and/or August, shall receive the following Monday off as compensatory time.
- c. No employee shall be required to work on the Saturday immediately preceding Labor Day.
- d. No employee shall be required to work on Saturday July 2nd nor required to work on Saturday, July 5th.

<u>Section 4</u>. No employee shall be required to work more than two (2) nights per week nor more than two (2) Saturdays per month.

<u>Section 5</u>. Without incurring overtime, daily work schedules may be extended by the Library Director to eight (8) hours provided another workday of the same work week is shortened by one (1) hour.

<u>Section 6</u>. Nothing in this Article shall limit or restrict the Employer from making work schedules that conform to other provisions of this Agreement for the mutual convenience of employer and employee.

<u>Section 7</u>. The employees covered by this Agreement shall be paid at straight time rate for those hours of work in excess of the regular work week and up to and including 40 hours and at a time and one-half rate for those hours of work in excess of 40 hours.

<u>Section 8</u>. When the Employer requests that a split day is to be worked, compensation shall be paid at the rate of one and one-half (1 ½) times the regular hourly rate for all hours worked after the employee's return to work, with a minimum guarantee of four (4) hours. A split shift shall be defined as occurring when an employee leaves and returns to work on the same day, or when a single shift is split across more than one day.

The member's supervisor will make the request for any split shifts 24 hours in advance of the beginning of the work day of the split shift. A discussion with the Library Director or Acting Library Director is required prior to a split shift request being made.

<u>Section 9</u>. For the purposes of this Article, the hourly wage rate of salaried employees shall be calculated as follows: annual salary multiplied by 7 divided by 365, divided by 35.

<u>Section 10</u>. Provided that the adequate and proper staffing of the Library can be maintained, a rest period or coffee break of fifteen (15) minutes shall be granted to each employee during each half of a work shift. At no time will the essential services of the Library be neglected by reason of rest periods. When no other employee is available to cover for an employee during a coffee break, he or she may be asked to take the break while on station.

Section 11. A Person-in-Charge shall be designated to take care of any emergencies which may occur outside of the normal business hours of the Library Director. The Person-in-Charge will be assigned on a rotating basis. The Person-in-Charge will be responsible for following procedures as outlined in the Town of Belmont Public Library's "Person-in-Charge Manual". All staff should notify the Person-in-Charge when any unusual or emergency situations occur in their areas. The Person-in-Charge will be clearly posted and communicated to all Library Staff, the Board of Trustees, and pertinent Town Departments (i.e., Town Administrator, Fire, Police, IT). In the event of illness, the Person-in-Charge duties should be assumed by the next person on the list who is on shift at the Library.

ARTICLE 11 VACANCIES

Section 1. Definitions

- a. Vacancy is defined as any opening in positions within the bargaining unit and includes new job classifications of comparable status and the reclassification of existing positions.
- b. Seniority, for the purposes of promotion, shall be measured by the length of actual and continuous service in the Belmont Public Library commencing with the date of employment in a position covered by this Agreement.
- c. Seniority, for the purposes of lateral transfer, shall be measured by the length of actual and continuous service in the grade within which transfer is sought.

¹ Per the parties, the word "Policy" was amended to "Manual" on 6-5-2018

<u>Section 2</u>. Suitable notice of all vacancies within the bargaining unit and resulting promotional opportunities and lateral transfer opportunities shall be given to the staff and to the Association President, and sufficient time will be allowed for employees to advance their candidacy. Notice shall be effected by posting for seven (7) consecutive workdays on suitable bulletin boards throughout the library. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with said position's classification, title, current salary range and requisite qualification.

<u>Section 3</u>. The selection of a new employee to fill a vacancy, or the selection of a current employee to fill a vacancy by promotion or lateral transfer shall be made on the basis of personal qualifications, education, ability, and seniority. The Association, if it so wishes, shall be entitled to receive written reasons for not filling vacancies with candidates from among its own membership whom it feels have the requisite qualifications.

<u>Section 4</u>. Employees accepting an internal promotion within the Association shall move to the step of the new grade as follows:

If increasing one grade, keep current step If increasing two grades, decrease one step If increasing three grades, decrease two steps If increasing four grades, decrease three steps, etc.

<u>Section 5.</u> The decision of the Employer under this Article shall be final. However, the Association shall be entitled to a hearing under the grievance and arbitration procedure up to and including Level 2 and not beyond, in order to be able to air its views in cases where the Association disputes the selection made by the Employer.

ARTICLE 12 TEMPORARY SERVICE IN A HIGHER POSITION

Section 1. Whenever the Library Director or his/her designee assigns an employee to a position classified at a grade higher than that of his or her regular position to fill on a fulltime basis a temporary vacancy created by the illness, leave of absence or resignation (but not the vacation) of another employee, said reassigned employee shall be compensated in accordance with the following procedures: commencing with said employee's eleventh (11th) consecutive working day of actual service in the higher position, payment shall be made for as long as the employee performs said services. Compensation shall be equal to that of the regular internal

promotion, see Article 11, section 4." Such compensation shall be paid retroactively to the first day of any performance of said service.

<u>Section 2</u>. The Employer shall not make temporary assignments for the purpose of avoiding permanent appointments to vacancies within the bargaining unit. Any question as to whether the appointing authority acted arbitrarily, capriciously, or unreasonably in making temporary assignment for said purpose shall be subject to the grievance and arbitration procedure under this Agreement.

<u>Section 3</u>. Division of responsibilities to cover a vacancy in a higher position shall not be used as a device by the Employer to defeat the overall intent of this article.

<u>Section 4.</u> Should an employee serve in a temporary capacity in a higher position, with the requisite compensation level, the step anniversary date will be recognized as the first date that the employee assumed the higher-level responsibilities.

ARTICLE 13 NEW EMPLOYEES

Employees who have experience and additional qualifications significantly above the minimum qualifications prescribed for a position covered by this Agreement may be hired at a step rate in the salary scale above the minimum for the job classification for said position, if in the Employer's sole judgment, such hiring will contribute to the effective operation of the library.

ARTICLE 14 PART TIME AND TEMPORARY EMPLOYEES

Section 1. The provisions of this Agreement shall apply on a proportionate basis to permanent part-time employees working a minimum of twenty (20) hours per week in paraprofessional and professional positions covered by this Agreement. These employees shall be entitled to the amount of salary, sick leave, and annual leave per year which corresponds to the ratio between the number of hours the employee regularly works per week to thirty-five (35) hours per week. Part-time employees who work twenty (20) or more hours per week shall be entitled to receive pay for holidays not worked, provided that the part-time employee is

ordinarily and regularly scheduled to work on the day of the week on which the holiday falls and provided further that the amount of such holiday pay shall not exceed that proportion of a full holiday's pay which equals the ratio between the hours per week regularly worked by the employee and thirty-five (35) hours.

<u>Section 2.</u> In the event an employee is hired to fill temporarily a position covered by the terms of this contract and has worked at the library for over six months and is then appointed to fill that position as a full time, permanent staff member, that employee shall be credited with the time worked when placing him or her on the permanent salary scale.

<u>Section 3.</u> It will be permissible to hire interns. They are to be compensated at the ongoing paraprofessional librarian rate as listed on the Master Pay Classification Schedule.

Further, the following criteria will apply for interns:

- 1. The intern will not displace regular employees, but works under the close supervision of existing staff.
- 2. The intern is not a substitute for regular staff at any time.
- 3. The internship should be of a fixed duration, established prior to the outset of the internship. If the Library Director and BLA Member supervising the intern agree, then an internship may be extended.

ARTICLE 15 ANNUAL VACATION LEAVE

<u>Section 1</u>. Employees shall earn annual vacation leave from the first day of employment at the rate of one and two-thirds (1 and 2/3) days per month which equals twenty (20) working days or four (4) weeks per year.

<u>Section 2</u>. After 20 years of service, employees shall earn annual vacation leave at the rate of 2.15 days per month which equals twenty-five (25) working days or five (5) weeks per year.

<u>Section 3</u>. During an initial probationary period, an employee shall be entitled to take vacation as accrued and upon approval of the Director.

<u>Section 4</u>. An employee may accumulate vacation leave up to forty (40) working days or eight (8) weeks.

<u>Section 5</u>. For vacation requests of five (5) days or greater in length, a minimum of two (2) weeks' notice to the Director is required. For vacation requests of four (4) days or less in length, a minimum of 48 hours' notice to the Director or the Department Head is required. Under

extenuating circumstances, the prior notice provision may be waived at the discretion of the Library Director.

<u>Section 6</u>. In order for an employee to take more than twenty (20) working days or four (4) weeks of vacation at one time, the Association will guarantee that the library schedule can be maintained without hiring additional help and without incurring overtime.

<u>Section 7</u>. The dates on which annual vacation leave will be taken shall be subject to the approval of the Library Director upon submission to him or her of a written request in advance.

<u>Section 8</u>. Librarians will receive a copy of their attendance records (hours of work, sick leave, vacation leave, personal leave, and any other relevant absences from work) by the end of the first full week of every month. Librarians will be responsible for reviewing the reports and reporting to the library office any discrepancies within five days of receiving their report.

ARTICLE 16 HOLIDAYS

<u>Section 1</u>. The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous People's Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve at Noon**
Independence Day	Christmas Day

The Library will close at 6:00pm on the day before Thanksgiving Day and New Year's Eve. When New Year's Eve falls on a Friday or Saturday the Library will close at 5:00pm.

**For those years where Christmas Eve falls on a Friday, Saturday or Sunday, library employees will be required to work their regularly scheduled hours on the days immediately preceding the holiday, and will be granted one (1) Half Day Floating Holiday as follows:

When Christmas Eve falls on a Friday

Thursday December on	Employees Will Work Regularly	(1) Half Day Floating
Thursday, December 23	Scheduled Hours	Holiday Granted
Friday, December 24	Library Closed in Observance of Christmas Day	
Saturday, December 25	Library Closed	
When Christmas Eve falls on a Saturday		
Friday, December 23	Employees Will Work Regularly Scheduled Hours	(1) Half Day Floating Holiday Granted
Saturday, December 24	Library Closed at 12:00 noon	
Sunday, December 25	Library Closed	
Monday, December 26	Library Closed in Observance of Christmas Day	
When Christmas Eve falls on a Sunday		
Friday, December 22	Employees Will Work Regularly Scheduled Hours	
Saturday, December 23	Employees Will Work Regularly Scheduled Hours	(1) Half Day Floating Holiday Granted
Sunday, December 24	Library Closed	
Monday, December 25	Library Closed	

Where indicated in the chart above, Library employees who are scheduled to work past 12:00 noon, and who report for their regularly scheduled shift, will receive a half day floating holiday, to be used at any time during the following twelve (12) month period, with prior approval of their department head based upon scheduling and operational needs.

<u>Section 2</u>. Employees shall be entitled to three floating holidays with pay to be used each year.

<u>Section 3.</u> If a paid holiday falls during an employee's annual vacation leave, the day will be considered a paid holiday and not charged to annual leave.

<u>Section 4</u>. If a holiday falls on a Saturday the library will be closed that Saturday and all members of the Association will work a 4-day week either the week of the holiday or the week immediately following the holiday unless other arrangements for the holiday time off is made with the Library Director.

<u>Section 5</u>. Nothing in this Article shall preclude the Employer from giving any additional paid holiday time off as custom or practice may dictate either by action of the Employer alone or in compliance with practice followed by the Select Board.

ARTICLE 17 SICK LEAVE

Section 1. Employees shall be granted sick leave as paid time off at the rate of one and one-quarter (1 and 1/4) days per month for a total of fifteen (15) days per year.

<u>Section 2</u>. Sick leave credits shall be entered on an employee's record in advance for the Town's full fiscal year, or other appropriate accounting period.

<u>Section 3</u>. New employees shall receive sick leave credits on a proportionate basis, in advance, for the same period as used in paragraph 2, above.

Section 4. Unused sick leave credits shall be cumulated indefinitely.

Section 5. New employees who transfer directly and without interruption of service from other public or school libraries within the Commonwealth of Massachusetts shall receive transferred sick leave credit consisting of five (5) sick leave days for each year of prior library experience, but not to exceed a total of thirty (30) days. The transferred sick leave will be credited only upon the employee's actual assumption of duties within the Belmont Public Library.

<u>Section 6</u>. Employees may use sick leave credit, up to and including no more than ten (10) days per year, for their necessary presence during the illness of a spouse, child, parent, or member of the employee's immediate household.

<u>Section 7</u>. In exceptional circumstances, such as long term illness, additional sick leave beyond that accumulated by the employee may be granted at the discretion of the Trustees. Section 8.

- a. No employee shall be entitled to sick leave without loss of pay unless the employee has notified the Library of the absence and the cause of said sick leave at a reasonable time prior to the expiration of the first hour of absence.
- b. The Employer may require, following a period of absence of five (5) working days, as a condition precedent to said Employer's approval of a charge to sick leave credits, evidence in the form of a physician's certificate for the necessity of such absence, or, if the cause of the absence is not such to require the services of a physician, a written statement signed by the employee, setting forth the reason for the absence.
- c. The Library Director and the Trustees may require an employee returning from sick leave to take a medical examination.

Section 9. Employees who are on annual leave may charge any sickness occurring during that leave to their cumulative sick leave credits and have said annual leave restored on their personnel records. The Library Director may require medical proof of such illness.

Section 10. In the case of incapacity because of injury sustained in the course of employment, employees will receive Workers' Compensation Benefits and will receive supplementary compensation up to the amount of their regular rate until their sick leave credits are exhausted.

Section 11. An employee who uses not more than four (4) sick leave days per year during the period of July 1 to June 30, shall be allowed two (2) days off without loss of pay on reasonable notice to the Library Director during the twelve (12) months following each such period. An employee may elect to take one (1) or two (2) of such days in cash at the per diem rate then in force.

ARTICLE 18 FAMILY AND MEDICAL LEAVE ACT POLICY

<u>Section 1.</u> Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the Trustees agree to apply the provisions of the FMLA to all employees in the Association who have been employed for twelve (12) months.

<u>Section 2</u>. The Trustees agree that each eligible employee is entitled to take up to 12 weeks of leave per fiscal year, but in no event shall an employee take a continuous leave of more than twelve (12) weeks in a year.

<u>Section 3</u>. Eligible employees are entitled up to twelve (12) weeks of FMLA leave for one or more of the following reasons:

- a) The birth of an employee's child; A leave for birth, adoption, or foster care placement must conclude within twelve (12) months of the birth or placement of the child.
- b) The placement of a child with an employee for adoption or foster care;
- c) The need to care for the employee's child, spouse, parent, or parent-in-law who has a "serious health condition";
- d) The employee's "serious health condition" which renders the employee unable to perform his or her job. "Serious health conditions" shall include, but are not limited to, heart attacks, strokes, cancer, severe respiratory conditions, back conditions requiring surgery or extensive therapy, severe arthritis, pneumonia,

appendicitis, nervous disorders and complications or illnesses related to pregnancy. "Serious health condition" shall mean an illness, injury, impairment or physical or mental condition that involves:

- i. any period of incapacity or treatment connected with in-patient care in a hospital, hospice or residential medical care facility;
- ii. any period of incapacity requiring absence of more than three calendar days from work, school or other regular activities that also involves continuing treatment by or under the supervision of a health care provider;
- iii. continuing treatment by or under the supervision of a health care provider for a chronic or long- term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or prenatal care. Leave may be taken on an intermittent basis when medically necessary or when agreed to by the Library Director and the employee.

<u>Section 4</u>. During such leave, an employee will be paid any sick leave, vacation, emergency, and personal leave benefits accrued as of the beginning of such leave, except that in the event the leave is taken because of;

- a) The serious health condition of the employee or family member, up to one-half of the employee's annual vacation benefit may be reserved by the employee and taken during the same year, but no earlier than two months after the expiration of the FMLA leave.
- b) The birth, adoption, or foster care of a child, the employee may reserve up to 10 (ten) days to be taken within six months of their return to work.

These benefits shall continue to accrue for so long as the employee is on the Library's payroll. Once these benefits have been exhausted, the remainder of the leave shall be unpaid. An employee's seniority shall continue to accrue until the end of the leave.

<u>Section 5.</u> An employee who has exhausted her or his entitlement to paid leave under this Agreement and who is taking FMLA leave because of his or her own illness may apply to the Sick Leave Bank for additional paid leave, as long as this does not extend the length of the FMLA leave.

<u>Section 6.</u> If the need for FMLA leave is foreseeable, an employee shall notify the Library Director of her or his intention to take such leave thirty (30) calendar days prior to the commencement of such leave. Where the need for FMLA leave is not foreseeable, the employee

should give the Library Director notice as soon as is practicable. The employee must also provide medical certifications supporting the need for leave due to a serious health condition.

Section 7. During FMLA leave, an employee shall be provided with continued health insurance benefits as long as the employee continues to pay the same contribution rate as paid by the employee prior to leave. In the event the employee fails to return to work at the end of the leave, the Trustees retain the right to recover the health insurance premiums the Town paid to maintain the employee's health insurance during the leave, unless the reason the employee does not return is due to the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA or is due to other circumstances beyond the employee's control, such as where an employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work site; a relative or individual other than an immediate family member has a serious health condition and the employee is needed to provide care; the employee is laid off while on leave; or the employee is a "key employee" who decides not to return to work upon being notified of the employer's intention to deny restoration because of substantial and grievous economic injury to the employer's operations and is not reinstated by the employer.

Section 8. The Trustees retain the right to require that a request for leave be supported by medical certification issued by a health care provider. "Health Care Providers" should be those professionals listed in the FMLA. The Trustees also reserve the right, in good faith, to require that the employee obtain a second medical opinion by a health care provider designated by the Trustees, so long as such provider is not employed on a regular basis by the Town, with the exception of the Town doctor. The expense of the second opinion shall be borne by the Library, unless the employee's medical insurance would cover such expense. If the first and second opinions differ, the Trustees may require the employee to obtain medical certification from a third health care provider, to be designated or approved jointly by the Trustees and the employee. If the Trustees do not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the Trustees will be bound by the first certification. If the employee does not attempt, in good faith, to reach agreement regarding the identity of the third health care provider, then the employee will be bound by the second certification. The third medical opinion shall be binding, provided that the third health care provider has reviewed the first and second certifications, along with each parties' written reasons for not accepting the prior certification.

<u>Section 9</u>. Where an employee has taken FMLA leave because of his or her own serious health condition, the Trustees may require, as a condition for returning to work, fitness for duty

certification from the employee's health care provider with regard to the particular health condition that caused the employee's leave.

Section 10. An employee who returns to work at the end of FMLA leave shall be restored to the same position or an equivalent position with the same pay, benefits and working conditions, unless the employee is a "key" employee or would have been laid off or otherwise terminated during the employee's leave. If an employee on FMLA leave would have been laid off or otherwise had his or her position terminated during the leave period, then the Trustees will not be required to reinstate the employee at the end of the leave; provided, however, that such employee shall retain any bumping rights he or she may have under this Agreement. A key employee is a salaried employee and among the highest paid ten percent (10%) of employees employed by the Town.

Section 11. The Trustees may deny job restoration to a key employee taking FMLA leave in order to prevent substantial and grievous economic injury to the Library. To exercise this option, the Library Director must notify the key employee in writing at the time FMLA leave is requested that the employee is a key employee. If the Trustees later decides to deny job restoration to the key employee, the employee must be provided with written notice explaining the reasons for the decision. The employee must also be given a reasonable opportunity to return to work after this notice. A key employee who does not return to work after receiving such notice retains all of his or her FMLA rights until the conclusion of the leave. At the conclusion of his or her FMLA leave, the key employee remains entitled to request reinstatement. The Trustees must then determine whether there will be substantial and grievous economic injury from reinstatement and notify the employee in writing if reinstatement is denied.

<u>Section 12</u>. In the event both spouses are employed by the Library and are Eligible Employees, they are jointly entitled to a combined total of twelve (12) work weeks of FMLA leave if the leave is taken (1) for the birth of a son or daughter or to care for the child after birth, (2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent "in-law") with a serious health condition. <u>Section 13</u>. Any violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement. The arbitrator may look at the provisions of the FMLA in fashioning his or her decision and award.

ARTICLE 19 SICK LEAVE BANK

<u>Section 1</u>. The purpose of the sick leave bank ("Bank") shall be to permit employees who have exhausted their paid sick leave accumulation to continue on paid sick leave by withdrawing paid sick leave days from the Bank's general fund.

<u>Section 2</u>. The Bank's general fund shall be the accumulation of contributions by individual employees. Individual employees will contribute to the general fund one (1) day of paid sick leave each year from their personal accumulation as needed and may contribute up to three (3) additional days of paid sick leave each year from their personal accumulation.

- a. The one (1) day will not be deducted from the four (4) day provision in Article 17, Section
 11. Days will be transferred from the individual accounts into the Bank in July of each year.
- b. The Bank will have a maximum accumulation of two hundred (200) days. If, in the event that the total number of days in the bank falls below two hundred (200) days, the bank shall be refunded by each BLA member contributing one (1) of their accumulated sick leave days during each year of the agreement as necessary.

<u>Section 3</u>. The Bank shall be administered by a three (3) member committee ("Committee") consisting of two (2) representatives of the Association and one (1) representative of the Board of Library Trustees.

- i. Formal requests to use Sick Bank Leave should be addressed to all members of the Committee
- ii. The Committee has ten (10) business days upon request to use Sick Leave Bank to respond. The response must be in writing, and either approve the use of the Sick Leave Bank or give reasons why it is not approved.
- iii. Approval of the Committee is indicated by a majority vote

<u>Section 4</u>. Employees who have exhausted their personal sick leave accumulation may be allowed to withdraw from the Bank's general fund. Said withdrawals shall be requested by the employees, and must be approved by the Committee. It is understood that the Bank is to be

used only in cases of an employee's legitimate illness. Parental Leave is not considered to be a legitimate illness for the purpose of utilizing time from the Sick Bank.

<u>Section 5.</u> Decisions of the Committee are final. The grievance and arbitration procedure of this Agreement shall not apply regarding Sick Leave Bank decisions. The decision shall, in any event, be fair and equitable.

ARTICLE 20 AUTHORIZED LEAVES OF ABSENCE

The following types of authorized leave shall be granted to employees when in the judgment of the Library Director they do not conflict with the adequate and proper staffing of the Library or create inequities in the treatment of employees covered by this Agreement.

- a. <u>Meeting and Conference Leave</u>. Employees will be permitted to attend professional meetings and conferences approved by the Library Director without loss of pay.
- b. <u>Professional Leave</u>. When an employee is asked to participate in a program of a professional nature approved by the Library Director, one or more days, as deemed necessary, may be granted for preparation thereof, without loss of pay.
- c. Advanced Study Leave. Employees will be allowed to take graduate and undergraduate accredited courses in library science or library-related fields approved by the Library Director on library time up to five (5) hours per week of actual classroom time spent, without loss of pay. The Library agrees to reimburse employees for certain costs of job related courses. The Library will pay up to \$400 or 100% of the cost per course, whichever is less, for two courses per employee per year. Payment will be made upon successful completion of the course. The Library Director has full discretion regarding which courses are job related for each employee.
- d. <u>Personal Leave</u>. Employees shall be entitled to two personal days per year without loss of pay subject to the operating needs of the Library and the approval of the Library Director. These days will not accumulate from year to year.
- e. <u>General Leave of Absence</u>. Employees may be granted a general leave of absence without pay at the discretion of the Library Director and with the approval of the Trustees according to the requirements of the Library.

ARTICLE 21 FUNERAL LEAVE

In the event of a death which directly affects an employee, paid funeral or bereavement leave shall be granted according to the following schedule, provided that payment will be made only for those days upon which the employee has professional responsibilities and shall not apply to holidays, days on which the employee is not scheduled to work, or days falling within the employee's vacation period.

<u>Section 1</u>. For the death in the immediate family, defined as spouse, child, mother (in-law), father (in-law), brother, sister, grandparents (in-law), or close relatives residing with the employee, the employee may receive up to three (3) working days.

<u>Section 2</u>. In exceptional circumstances additional time may be granted at the discretion of the Employer.

ARTICLE 22 JURY DUTY

An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding the allowance for travel.

ARTICLE 23 MILITARY TRAINING LEAVE

The Town shall provide military leave to members of the bargaining unit pursuant to the provisions of G.L. c. 39, sec. 59.

ARTICLE 24 PARENTAL LEAVE

Section 1. The Employer will provide up to six (6) months of parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. If said employee is eligible for leave under the Family Medical Leave Act, the six (6) month leave of absence shall run concurrent with the twelve (12) weeks of FMLA leave. Eligible employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a person who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy. A physician's certificate of fitness may be required before an employee may return to work.

<u>Section 2</u>. An employee who is on parental leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave except to the extent required by law. Upon return from a parental leave of absence, an employee shall be reinstated to their former position on the same step of the salary schedule which they held prior to the commencement of such leave. Health insurance benefits are maintained throughout an FMLA leave. During the leave, the employee continues to pay the employee portion of the premiums, while the Town of Belmont pays the Employer portion of the premiums. In the event that the Town of Belmont permits an employee to take a parental leave of absence (longer than 12 weeks covered by FMLA) the employee may maintain their insurance, however they are responsible for the entire cost of the health insurance after the conclusion of the 12-week FMLA leave period.

ARTICLE 25 MISCELLANEOUS

- Section 1. Adverse Conditions Affecting Health and/or Safety
 - a. The Library Director may at his/her discretion close the entire Library, or any of its subdivisions, due to any condition which may affect the health and/or safety of patrons and/or employees. Such conditions shall include:
 - (1) Extremely hot days which create adverse conditions of heat and humidity within the Library facilities.
 - (2). Power or mechanical failures, or other occurrences which make working conditions difficult, impossible or hazardous to patrons and/or employees.
 - b. When the Library is closed for any of the above reasons before the start of the working day, the Library Director shall cause notice to be telephoned to the employees that the Library is to be closed before the time said employees would normally leave for work. The Library Director may, at his/her discretion, determine that the Library should be closed during the course of the day due to any of the above causes.
 - c. Employees excused from work under this Article shall incur no loss of pay.
 - d. Whenever any part or department of the Library is closed because of adverse conditions but other parts of the Library remain open, the Employer may at his/her discretion assign employees scheduled to work in the closed parts to work instead in other parts of the Library, provided the place they are assigned to is readily accessible and safe under said adverse conditions.
 - (e) For weather related issues, the Library Trustees will make a determination relative to the closure of the Library based upon consultation with the Library Director and/or the Town Administrator. Road conditions, as reported by the DPW Director, parking bans put in place by the Town, or any driving restrictions/recommendations put in place by the Governor that affect the Town of Belmont, will be taken into consideration when making a decision to close the library. If the library is to have a delayed opening, or is to be closed for the day, employees will be notified, at minimum, two hours prior to the normally scheduled opening time. If it is determined that the library will close early for the day, employees reporting for afternoon or evening shifts will be notified, at minimum, two hours prior to the start of their shift.

<u>Section 2</u>. <u>Life and Health Insurance</u>. For those employees hired before January 1, 2015, the Town of Belmont will contribute 80% towards the HMO plan. For those employees hired on or

after January 1, 2015, the Town of Belmont will contribute 75% towards the HMO plan. The Town of Belmont will contribute 50% towards the PPO and basic group life insurance.

<u>Section 3</u>. <u>Bulletin Boards</u>. The Employer shall make space available on bulletin boards at suitable locations in the library for the posting of Association notices. The Association shall have the right to post Association notices on said bulletin boards. Such notices shall not deal in personalities or contain any scurrilous matter.

<u>Section 4.</u> <u>Mileage Reimbursement</u>. The mileage reimbursement for authorized travel on Library business will be the mileage increase per Town policy.

<u>Section 5</u>. <u>Direct Deposit</u>. Direct payroll deposit will be required of all employees covered under this Agreement.

<u>Section 6.</u> <u>Association Dues.</u> The Library shall pay unit members' dues to either the American Library Association or the Massachusetts Library Association, at the option of the employee.

<u>Section 7.</u> Employees covered by this agreement will be required to use a badge identifying them as an employee of the Belmont Public Library. These will be made available as lanyards and magnetic badges. The choice of either is up to the employee. The badge will be required to be worn when staff is visible to the public.

<u>Section 8.</u> <u>Biweekly Payroll.</u> The parties agree to consider reopening this agreement if it is deemed of mutual interest to pursue the concept/change to a biweekly payroll system. If there is a discussion, it would be the goal to produce a memorandum of understanding related to the implementation of such a biweekly payroll system. Either party may initiate the request for the discussion to be initiated.

ARTICLE 26 ANNUAL PERFORMANCE EVALUATIONS

The Library Director may conduct annual performance evaluations, inclusive of annual goal setting, of all Department Heads in the Librarians' Association. The Library Director may ask all Department Heads in the union to conduct annual performance evaluations, inclusive of annual goal setting, of all department staff that are members of the union. The forms for the annual performance evaluations are attached to the end of the contract.

ARTICLE 27 POSITION CLASSIFICATION

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

Grade 11	Professional Librarian, including but not limited to Reference, Reference and
	Technical Services Librarian, Young Adult Reference Librarian, Reference and
	Local History Librarian, Children's or Branch Librarian, with an accredited
	Master's degree in Library Science or equivalent degree
Grade 12	Professional Librarian, including but not limited to Generalist Librarian, with an
	accredited Master's degree in Library Science or equivalent degree.
Grade 14	Technology Librarian and Community Outreach Librarian, with an accredited
×	Master's degree in Library Science or equivalent degree.
Grade 15	Coordinator, including but not limited to, Coordinator of Reference and Public
	Services, Coordinator of Technology and Technical Services, and Coordinator of
	Children's Services with an accredited Master's degree in Library Science.

In the event that a position is offered to a candidate who does not possess the required Master's degree, said degree must be required to be obtained within six (6) months of date of hire, as a condition of employment.

ARTICLE 28 COMPENSATION PLANS

<u>Section 1</u>. For the period of July 1, 2022 to June 30, 2025, the hourly pay scales for positions covered by this agreement shall be as follows:

FY2023							
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	27.922	28.949	30.013	31.117	32.262	33.470	34.726
10	29.689	30.781	31.912	33.087	34.306	35.591	36.926
11	31.471	32.630	33.831	35.077	36.368	37.732	39.147
12	33.254	34.479	35.749	37.065	38.431	39.873	41.368
13	35.038	36.327	37.667	39.055	40.494	42.015	43.590
14	36.820	38.177	39.583	41.043	42.558	44.155	45.810
15	38.550	39.971	41.444	42.972	44.557	46.230	47.963
FY2024							5 married
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	28.480	29.528	30.613	31.739	32.907	34.139	35.421
10	30.283	31.397	32.550	33.749	34.992	36.303	37.665
11	32.100	33.283	34.508	35.779	37.095	38.487	39.930
12	33.919	35.169	36.464	37.806	39.200	40.670	42.195
13	35.739	37.054	38.420	39.836	41.304	42.855	44.462
14	37.556	38.941	40.375	41.864	43.409	45.038	46.726
15	39.321	40.770	42.273	43.831	45.448	47.155	48.922
FY2025							12
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
9	29.050	30.119	31.225	32.374	33.565	34.822	36.129
10	30.889	32.025	33.201	34.424	35.692	37.029	38.418
11	32.742	33.949	35.198	36.495	37.837	39.257	40.729
12	34.597	35.872	37.193	38.562	39.984	41.483	43.039
13	36.454	37.795	39.188	40.633	42.130	43.712	45.351
14	38.307	39.720	41.183	42.701	44.277	45.939	47.661
15	40.107	41.585	43.118	44.708	46.357	48.098	49.900

The Parties understand and agree that the inclusion of the individual employees' titles and grades in this Agreement neither creates nor negates the Employer's future bargaining obligations.

Employees who obtain fifteen (15) years of service are eligible for Step seven of the compensation plan, with the same percentage difference between the steps.

Section 2. Longevity Pay

All full time, permanent employees shall be entitled to longevity pay in the following amounts:

	The second secon
5 through 9 years of service	\$1,000.00
10 through 14 years of service	\$1,250.00
15 through 19 years of service	\$1,500.00
20 through 24 years of service	\$1,750.00
25 through 29 years of service	\$2,000.00
30 or more years of service	\$2,250.00

Longevity pay will be split into two equal payments, each to be received on July 1 and December 31 of each year. For calculating retirement contributions longevity pay shall be included as part of regular pay.

<u>Section 3</u>. Professional Development Fund. There will be a \$5,000 annual fund for professional development, renewed upon the fiscal year. This fund will enable Association members to make use of professional development. Expenses covered include: conference fees, travel, accommodations, and meals. In order to apply, Association members will submit a request to the Library Director for approval at least two weeks in advance of the expected event. The request will include: date, event, and reason for attendance

<u>Section 4</u>. The Town shall reimburse members for a single pair of prescription eyeglasses necessary for their work. This reimbursement shall not exceed one hundred seventy-five dollars (\$175.00) per member, per fiscal year.

ARTICLE 29 SENIORITY IN LAYOFFS

<u>Section 1</u>. In the event that layoffs from positions covered by this Agreement become necessary because of a lack of work, a shortage of funds or for other legitimate reasons, employees shall be laid off from the affected positions in accordance with their seniority in the bargaining unit and their ability to perform the work available with no more training than would be required of a new employee. When two (2) or more employees are qualified to fill the position, the employee(s) with the least seniority shall be laid off first.

Nothing in this Article shall be construed to mean that the Town shall be obligated to rehire any laid-off employees.

<u>Section 2</u>. Seniority for the purpose of layoffs, shall be measured by the length of actual and continuous service, excluding general leaves of absence, in the Belmont Public Library, commencing with the date of full-time employment.

<u>Section 3</u>. In the event positions become available, laid-off employees shall be notified of openings. Such right of notification shall lapse at the end of a two (2) year period following the date of separation from employment.

<u>Section 4</u>. The reinstatement of an employee from layoff shall be made in reverse order of the layoff. The employee shall be reinstated to the position or comparable position from which he or she was laid off. This prior statement does not preclude employment in a lesser position should the original or comparable position remain vacant.

<u>Section 5</u>. The employee and Association shall be entitled to receive written reasons for layoffs from positions covered by this Agreement.

<u>Section 6</u>. An employee who is to be laid off temporarily or permanently shall receive from the Library Director notice of layoff at least thirty (30) days prior to the effective date of the layoff, but nothing in this clause shall alter the provisions of Articles V and VI of this Agreement or Section 10 of the Belmont Personnel Policy Guide.

ARTICLE 30 SAVINGS CLAUSE

<u>Section 1</u>. If any provision of the Agreement shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

<u>Section 2</u>. In the event that any provision of the Agreement shall be found to be contrary to law, all other provisions of this Agreement shall remain in effect.

ARTICLE 31 DURATION OF AGREEMENT

<u>Section 1</u>. This Agreement shall be effective July 1, 2022 through June 30, 2025, and shall thereafter automatically renew itself for successive terms of one (1) year unless, by November 1st

next prior to expiration of the Contract year involved, either the Employer or the Association shall have given the other written notice of its desire to modify or terminate the Agreement. If, after giving any such notice and after a reasonable period of negotiating, the Employer and the Association have failed to reach agreement by the following June 15th, or at the end of an agreed extension period, they, each of them or jointly, may petition the State Board of Conciliation and Arbitration to initiate fact finding in accordance with Section 9 of Chapter 150 E of the General Laws of Massachusetts.

<u>Section 2</u>. Any changes in the Agreement agreed to by both parties will be reduced to writing, signed by both parties and become new appendices which shall replace those previously in effect. They shall thereupon become a part of this Agreement.

<u>Section 3</u>. The Association and the Employer agree that each has had the opportunity to bargain for any provision that they wished in this Agreement and each expressly waives the right to reopen the Agreement for any further demands of proposals, except as provided in this Article. Each agrees that this Agreement constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate as a sealed instrument on the day and year first set forth above.

Agreed, subject to mutual ratification and funding by Town Meeting, this _____ day of May, 2023.

BELMONT LIBRARIANS ASSOCIATION	BELMONT BOARD OF LIBRARY
	TRUSTEES
	11 4 1-1
Mm N Mouran	(an he
Ellen Girouard, President	Kathleen Keohane, Chair
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Lauren Pfendne	Elaine Alligood, Chair
	Jamie Helie Olastal
	Corinne McCue Olmsted, Vice Chair
	/ kand h
2	Gail Mann, Secretary

Mark Carthy

11

Mary Stearns

EMPLOYEE GOALS

NAME:	DATE:		
POSITION:	EVALUATION PERIOD:		

These should be set by the employee and his/her immediate supervisor, directly related to the employee's duties and job description, the library's long range plan and to any criteria in which the employee's performance has been rated as needing improvement in current or previous evaluations.

Goals should be:

- Realistic
- Measurable
- Consistent with both Town and Library goals
- Related to the employee's job description and to the employee's responsibilities and tasks
- Built upon the performance improvements identified in the current as well as the previous evaluations
- Related to professional and personal growth in the job
- Related to opportunities, needs, and tools to learn the job better
- Supportive of the efforts to promote teamwork

	POSITION:		DATE:		
			<u> </u>		
			_ EVALUATION PERIOD:		
	Goal #1				
	Date Goals Set:				
Goal:			Expected date for accomplishing this goal:		
How is	this going to be achie	eved?	How and when will progress be measured?		
		neck:	Initials: Employee		
	Supervisor				
What	progress has been ma	de?			
	Date of Review:				
□ Ach	ieved	Was the goal completed to yo	ur satisfaction?		
☐ Part	ially Achieved				
□ Not	Achieved				

Are there suggestions for future improvement?		

NAME:	5	DATE:		
Goal #2 Date Goals Set:				
Goal:		Expected date for accomplishing this goal:		
How is this going to be acl	nieved?	How and when will progress be measured?		
Date of Midpoint (Supervisor_	Check:	Initials: Employee		
What progress has been n	nade?			
Date of Review: _				
☐ Achieved	Was the goal completed to yo	our satisfaction?		
☐ Partially Achieved				
☐ Not Achieved				

Are there suggestions	for future imp	rovement?			
8					
*	•				

NAME:		_ DATE:
		EVALUATION PERIOD:
Goal #3 Date Goals Set:		
Goal:		Expected date for accomplishing this goal:
Guai .		Zapectou unit zor net angle a g
How is this going to be achie	eved?	How and when will progress be measured?
Supervisor		Initials: Employee
What progress has been ma	de?	
Date of Review:		
☐ Achieved	Was the goal completed to yo	ur satisfaction?
☐ Partially Achieved		
□ Not Achieved		

Are there suggestions for future improv	rement?	
		22

	NAME:		_ DATE:
	Goal #4		
	Date Goals Set:	·	
Goal:			Expected date for accomplishing this goal:
How is	this going to be achi	eved?	How and when will progress be measured?
		heck:	Initials: Employee
	Supervisor		
What	progress has been ma		
	ē.		
	Date of Review:		
☐ Ach	ieved	Was the goal completed to yo	ur satisfaction?
□ Part	ially Achieved		
□ Not	Achieved		

Are there suggestions for future improvement?							

Belmont Librarian Association

Self Evaluation and Supervisor Review

This document allows the Library Director and Department Heads to evaluate Belmont Library Association members performance successes and needs, and for staff to evaluate themselves. The focus is areas of management, analysis, and public service/community relations, as well as the accomplishment of long and short-term goals. Through the self-evaluation process, the Department Head will recognize strengths, offer positive feedback, and suggest any areas that may require more focus. Managers will use this evaluation as a tool to drive individual success.

Process and Schedule of Deliverables

- 1. Self-evaluation forms will be distributed on July 1st each year and will be due back to the Department Head or Library Director by August 1st.
- 2. Review meetings will be scheduled for the last 2 weeks of August, schedules permitting, and the process will be complete by September 15 for Department Heads, and September 30th for Librarians.
- 3. Staff will submit to their supervisor graded and written **self-evaluations** for each section including a report on goal achievement.
- 4. The supervisor will also complete identical sections.

PERFORMANCE EVALUATION

Evaluation Levels

OUTSTANDING

Staff member consistently and significantly performs far above what is expected for a person in that position, based on the job description. Demonstrates a great deal of initiative in solving problems or overcoming obstacles that might otherwise impede performance.

Performance is so exceptional that few persons obtain this rating.

STRONG PERFORMANCE

Performs beyond requirements, objectives and expectations of current position. Performance requires less than normal direction. This rating describes consistently commendable work.

SATISFACTORY

Meets position requirements, objectives and expectations, but definable areas may exist where performance is below what is required or expected. This rating describes what good and solid work is.

NEEDS IMPROVEMENT

Performance does not meet minimum performance requirements, objectives and expectations. In definable areas, performance is marginal or unacceptable. Closer supervision is required than what should be given level of responsibility and/or experience in the position. Goals will be established to improve performance.

UNACCEPTABLE

Performance is below standards. Work is regularly incomplete in some respect. Needs frequent supervision in areas of judgment and demonstrates little ability to handle emergencies. Resists most changes strongly. Seldom seeks new or improved ways of doing things. Lacks fundamental skills and knowledge and shows little to no interest in acquiring them.

Staff Member's Ratings:

LEADERSHIP AND DECISION-MAKING

	0	SP	S	NI	U	N/A
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Establishes a clear sense of direction, sets specific objectives, and mobilizes the resources to meet those objectives Contributes to an effective teamwork environment			
3. Defines problems, generates multiple options and develops effective solutions			
4. Exercises good judgment under difficult, pressurized circumstances			
5. Follows through in the implementation of Department Head's decisions			

Staff Member's Comments:

Department Head's Ratings:

LEADERSHIP AND DECISION-MAKING

	О	SP	S	NI	U	N/A
1. Establishes a clear sense of direction, sets specific objectives, and mobilizes the resources to meet those objectives						
3. Contributes to an effective teamwork environment						
6. Defines problems, generates multiple options and develops effective solutions						
8. Exercises good judgment under difficult, pressurized circumstances						
9. Follows through in the implementation of the Department Head's decisions						

Department Head's Comments:

Staff Member's	Ratings:
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PLANNING AND ORGANIZING

	0	SP	S	NI	U	N/A
1. Sets realistic goals for completion of projects						
2. Prioritizes and plans work activities				-		
3. Uses time effectively						
4. Meets deadlines and schedules						
5. Works in an organized manner						

Staff Member's Comments:

Department Head's Ratings:

PLANNING AND ORGANIZING

	О	SP	S	NI	U	N/A
1. Sets realistic goals for completion of projects						
2. Prioritizes and plans work activities						
3. Uses time effectively						

4. Meets deadlines and schedules			
5. Works in an organized manner			

Department Head's Comments:

Staff Member's Ratings:

COMMUNICATION

	О	SP	S	NI	U	N/A
1. Handles controversy or conflict constructively by reducing tensions, sorting out the real issues and generating ideas for bridging differences						
2. Writes succinctly when presenting information and ideas in an organized and thoughtful way that reflects the needs of the particular audience						of .
3. Listens openly and intently to others, acknowledging their ideas and suggestions, even if not in agreement.						
4. Uses technology, such as email, to communicate effectively with the public						
5. Contributes to positive morale within the department through effective, consistent, and balanced communication and actions						

Staff Member's Comments:

Department Head's Ratings:

COMMUNICATION

0	SP	S	NI	II	N/A
	51	٥	111	U	IN/II

1. Handles controversy or conflict constructively by reducing tensions, sorting out the real issues and generating ideas for bridging differences			
2. Writes succinctly when presenting information and ideas in an organized and thoughtful way that reflects the needs of the particular audience			
4. Listens openly and intently to others, acknowledging their ideas and suggestions, even if not in agreement.			
5. Uses technology, such as email, to communicate effectively with the public			
6. Contributes to positive morale within the department through effective, consistent, and balanced communication and actions			

Department Head's Comments:

Staff Member's Ratings:

PUBLIC SERVICE / COMMUNITY RELATIONS

	0	SP	S	NI	U	N/A
1. Projects a positive image of the Library in the community						
2. Is reasonably open and available to the public and responsive to citizen complaints or requests	85					
3. Interacts with the public professionally, responsively, and respectfully						
4. Acts to improve services and creates innovative measures to serve the public						
5. Maintains an appropriate attendance record						-

Staff Member's Comments:

Department Head's Ratings:

PUBLIC SERVICE / COMMUNITY RELATIONS

	О	SP	S	NI	U	N/A
1. Projects a positive image of the Library in the community						
2. Is reasonably open and available to the public and responsive to citizen complaints or requests		·				
3. Interacts with the public professionally, responsively, and respectfully						
4. Acts to improve services and creates innovative measures to serve the public				17		
5. Maintains an appropriate attendance record						

Department	Head's	Comments
Denaimment	III au S	Comments.

Staff Member's Ratings:

JOB KNOWLEDGE

	О	SP	S	NI	U	N/A
Skills for performing assignments are either understood and possessed or being developed						
2. Performance is consistent with currently accepted techniques, standards and procedures						
3. Participates actively in staff, networking and professional groups to remain informed on current trends and pending legislation affecting profession	48					

	2.		

Staff Member's Comments:

Department Head's Ratings:

JOB KNOWLEDGE

	О	SP	S	NI	U	N/A
1. Skills for performing assignments are either understood and possessed or being developed						
2. Performance is consistent with currently accepted techniques, standards and procedures						
3. Participates actively in staff, networking and professional groups to remain informed on current trends and pending legislation affecting profession						
4. Seeks new and creative ways to perform the functions and responsibilities of the job		4				
5. Spends materials budget in a timely and precise manner in accordance with sound collection development principles and patron demand	-					

Department Head's evaluation determination

Staff member is

Outstanding

y factor rated <u>Unacceptable</u> or <u>Needs</u>	
evelop the employee's capabilities to	
<u> </u>	
Date	
Date	
,	ist below the actions that the Staff M evelop the employee's capabilities to Date

comments regarding the review.	
Staff Member	Date
Staff Member's Comments:	