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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 professional and non-professional employees employed by the Library at its various locations, excluding literacy employees, maintenance employees, managerial employees, assistant director, associate director, associate director (Development), community services-VISTA, community services coordinator, co-regional librarian, department heads, director, EIS department head, Empire Branch Librarian, Head of Data Processing, human resources office assistant, library director, messenger/page,

READ Teen, E Teen, regional librarian, secretary, senior accountant, senior human resource administrator, Head of Clerical Services, Head of Reference, Head of Technical Services, Coordinator, Children's Programs, confidential employees, guards 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. 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 Associate Library Director. 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.

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.

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 in the first 2 regular paydays 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 Employee

Employees whose regular schedule consists of 25 or more hours per week will be considered full-time and employees whose regular schedule consists of 20 or more but less than 25 hours will be considered part-time.

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 posi-

tions, 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 he/she 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 his/her grade level and may elect to bump into any for which he/she is 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 his/her grade at the time of the layoff, nor shall s/he bump into a position lower than one s/he previously held in the library. Should an employee decline his/her 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 his/her permanent position before exercising his/her displacement rights.

11. In the event that any employee is displaced to a position in a lower grade, he/she 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 his/her 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 his/her intent to accept the position within five (5) working days of his/her 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 his/her 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.

(Bargaining history shall not be considered with reference to the Library withdrawing #21)

22. In the event of a group layoff or a restructuring that results in 5 or more employee 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 matter. 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 himself, others or property, the Library may suspend him immediately without making any efforts to arrange a meeting with the Steward, ex-

cept 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 his or her 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 insure 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). 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 he or she poses 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.

IX. Non-Discrimination Clause

The Library and the Union agree there will be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, marital status, sex, political affiliation, sexual orientation, handicap or status as a veteran or disabled veteran. 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 prohibits the harassment of any individual on any of the bases listed above.

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 provided to stewards for electronic dissemination throughout the Library for a period of 7 (seven) working days, prior to external postings. The Library may hire from within after the seven (7) days without resorting to an external posting. The postings will list classification, salary, hours, and job requirements.

All bids for consideration of job vacancies shall be submitted on standardized library applications. The Library will provide a simplified application form for incumbents who wish to apply for posted positions.

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 his or her former job, without loss of seniority, or benefits. Anyone incumbent in the former job shall also have the right to return to his or her 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 his or her 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. Holidays

The following days shall be recognized as holidays and provides all full-time and part-time regular employees time off with pay at their normal base rate regardless of whether or not it is a scheduled work day. If an employee is not scheduled for the day of the holiday, s/he will have another mutually agreed upon day off during that week.

New Years Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Victory Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

½ Day Christmas Eve when it is a working day

Christmas

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 if not required to work the employee will have the day off with regular pay.

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.

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 day.

XIV. Vacation Leave

Full time and part time employees who work at least 20 hours per week will accrue vacation time beginning with the first full month of employment. Part time employees (20 hours) will begin accruing vacation time retroactive to July 1, 2006, or date of hire, whichever is later.

Accrued vacation leave may be taken after 6 full months of employment. Accruals will be in accordance with the following schedule:

Professional: 1.83 days per month, or 22 per year

Specialist/Paraprofessionals: 1.375 days per month or 16.5 per year for the first five years, and 1.83 days per month or 22 days per year thereafter.

Clerical: 1 days per month or 12 days per year for the first 5 years, 1.375 days per month or 16.5 days per year for the second 5 years, and 1.83 days per month or 22 days per year thereafter.

Part time employees will accrue vacation on a pro-rated basis.

Temporary employees (who work less than 3 months) will not accrue vacation time.

Vacation time must be used before July 1 of each year, however, employees may carry 10 days of unused leave into the following year. Vacation time carried over must be used before September 30 of the year into which it is carried. However if an employee has worked less than 9 months by September 30, he or she may carry unused leave to his or her anniversary date.

Employees hired prior to the monthly accrual system will continue to receive their entire allotment of vacation days on July 1. This leave will be assumed to have been earned in the previous year, and will be prorated to reflect the portion of the year actually worked. All accrued vacation leave must be used before June 30 of the fiscal year in which it is received, however 10 days may be carried over into the next year. Leave carried over must be used before September 30 of the year into which it is carried.

Approval process: Request for vacation leave may be submitted at any time. Request 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 he or she is on vacation, however employees will be responsible for informing Human Resources when they are taking vacation.

XV. Jury Duty

Any employee who is absent from scheduled work with the Library for jury duty shall receive the difference between what the employee would have earned at his or her regular straight time rate of pay had he or she been at work and the payment received for such jury duty provided (a) the employee furnishes the Library with evidence of jury pay from the clerk of the court wherein he or she served as a juror and (b) the employee reports for work on a regularly scheduled work day when he or she is excused from jury duty at such time as will permit the employee to work at least four (4) hours. 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 workweek other than the Monday through Friday, shall be temporarily rescheduled to work the normal Monday through Friday during such time as he/she is 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 leave without pay, or to vacation days.

XVI. Military Leave

Employees who are members or who become members of a reserve component of the United States Armed Forces will be granted a leave of absence (“Reserve Leave”) as required by law for the purpose of fulfilling any required military obligation without loss of pay, seniority status, vacation, sick leave or other benefits to a maximum of sixteen and one-half (16-1/2) working days in one calendar year during which the employee is required to serve in order to keep current his/her status with the National Guard or Reserve Forces. Any amounts paid under this provision shall be offset by amounts received by the employee in return service.

- a. In the event that such an employee is called to active duty, he or she will be granted a leave of absence for the duration of his/her tour of duty (“Military Leave”). Employees on military leave will receive the same benefits as employees who are on an approved unpaid leave of absence.
- b. Employee(s) must give advance written or verbal notice of a Military Leave or Reserve Leave to Human Resources.

Employees returning from Military Leave status will be offered reemployment in accordance with the terms of the Uniform Services Employment and Reemployment Rights Act.

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

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

2. Family Medical Leave: Consistent with the federal Family Medical Leave Act of 1993, (FMLA) and the Rhode Island Family Leave Act (RIACT) employees are guaranteed the right to up to 13 weeks of unpaid leave per year for:

- a) The birth and care of a newborn child;
- b) The placement with the employee of a child for adoption or foster care and to care for the newly placed child;
- c) Care for an immediate family member (spouse, child or parent)
- d) When the employee is unable to work because of a serious health condition including prenatal care.

3. The leave year for FMLA purposes shall be based on a calendar year (package).

4. In addition to family members as defined by the FMLA, employees shall be permitted up to 13 weeks unpaid leave per year to care for a domestic partner or anyone where the employee is the legal guardian. The library reserves the right to require verification of the legality of said relationship.

5. Notwithstanding the provisions of the FMLA:

- a) An employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the FMLA leave period.
- b) An employee taking FMLA leave for childbirth, newborn care, adoption and foster placement leave shall be allowed to voluntarily take FMLA leave on an intermittent or reduced schedule basis, as may be agreed to by the library.

6. An employee shall have the option to receive vacation pay during their FMLA leave but shall not be obligated to do so. Employees shall be obligated to use sick leave when the leave is due to the employee's serious health condition.

7. Such leaves and benefits may be extended at the discretion of the Library. The Library will not grant or deny such extensions in an arbitrary or capricious manner.

8. Health insurance (for up to six months, provided the employee continues to pay their normal co-payment), pension, long-term disability and life insurance benefits shall continue during FMLA leaves and extended medical leaves under paragraph 7 above.

9. Employees on FMLA or extended medical leaves shall have the right to return to their original positions, unless the original position no longer exists. In that case they shall be returned to an equivalent position.

Any violation either of 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.

XIX. Sick Leave

Employees hired before the date of this contract, who work a regular schedule of at least 20 hours per week, will be eligible for 15 days of sick leave per calendar year, to a maximum of 150 available days.

Employees hired after the date of this contract who work a regular schedule of at least 20 hours will be eligible for 10 sick days of sick leave per calendar year, to a maximum of 30 available days. Employees working less than 37.5 hours per week will accrue sick leave on a pro-rata basis. Employees who work less than 20 hours per week will not be eligible for sick leave.

Leave will be accrued on a monthly basis, beginning with the first full month of employment. Employees will be eligible to take paid sick leave after three months of employment.

Sick leave may be taken for personal illness or injury or for the care of a spouse or child provided that the employee is the legal guardian of the child, and the child is less than 18 years of age.

Absences for routine medical and dental appointments will be treated as sick leave.

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

Sick leave may be used in increments of one 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 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, or if an employee is on TDI and has sick time available, the Library will pay the difference between

TDI and the employee's base compensation (gross straight time pay) and will charge said amounts to the employee's sick time.

Health insurance will be continued for a period of six months in the event that a covered employee is out for an extended period due to illness.

A sick leave bank shall be established for bargaining unit employees, for their use in the event of serious illness resulting in long-term absence from work. Each employee who wishes to voluntarily participate in the sick leave bank shall donate a minimum of one day each year to the sick leave bank by written notification to the Union and the Human Resources Department within 30 days of the beginning of the benefit year, or for newly hired employees within 14 days following completion of their probationary period. The donated days shall be deducted from each employee's individual sick leave allotment.

A bargaining unit employee participating in the sick leave bank who has depleted his or her sick leave and needs additional sick leave days as a result of any serious illness or injury may request up to a maximum of twenty working days in any calendar year from the bank for his or her personal use, or the number of days in the bank, whichever is less. A letter from an employee's physician verifying the seriousness and long-term nature of the illness or injury must accompany a request for sick days from the bank.

A Labor-Management Committee shall be established to administer the sick leave bank, composed of two labor and two management representatives. The committee shall have complete discretion regarding the number of sick leave days to be allotted to any individual provided the amount does not exceed twenty working days, or the number of days in the bank, whichever is less, per calendar year.

An employee who is absent because of illness must notify, or if unable, have another notify, Human Resources at or before the time they are scheduled to begin work on the day of the absence. A procedure

will be established to notify the branch or department on those times when the HR office is not staffed.

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. Leave of Absence

An unpaid leave of absence of up to three months 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, or 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 his or her accrued vacation time.

Benefits will not be accrued during an unpaid leave of absence. Employees may, however, continue their group health coverage for the duration of the leave by paying the full premium.

XXI. 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 of 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.

XXII. 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 effects 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.

XXIII. 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.

XXIV. Hours Of Work And Overtime

1. Work schedules will be determined by the Department Head.
2. A normal full time workweek will consist of 37 ½ hours of work over 5 days. Employees working a full-time shift starting on or after 12 noon will have an hour for dinner and one 15 minute break and be credited with 7 ½ hours of work.

3. 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.
4. 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 12:00 pm the following Saturday.
5. 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.
6. 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.
7. 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 supervi-

sor, 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.

8. 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 pay, but shall not be required to do so. 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.
9. 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.
10. The employer will post schedules of work for all employees and send the union a copy of those postings.
11. Whenever possible, Prior to any permanent schedule change necessitated by business reasons such as a change in hours of operation, the branch or 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.

12. 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.
13. 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.
14. 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.

XXV. 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, when the employee's biological or adoptive mother or father, current spouse, domestic partner, or biological or adopted child dies.
2. Regular full and part-time employees will be allowed up to three (3) consecutive working days of paid leave, including the day of the funeral, in the event of the

death of a stepparent, stepchild, foster child, grandparent, grandchild, sibling, or parent in-law.

3. 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. 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 his/her home, upon request for such a leave, personal days or vacation days 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 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.

XXVI. Meals And Breaks

All employees working a full 7.5 hour day will be entitled to one hour lunch and two fifteen-minute rest breaks, one before the lunch break and one after the lunch break.

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.

XXVII. Health Insurance

a. All regular employees who work at least 25 hours a week will be covered under the Library's current group health plan, as the same may be amended from time to time. Employees working at least 20 hours will be entitled to individual coverage (up to 87% as provided for in c) and may apply the same library contribution towards family coverage.

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 87% of the less expensive individual plan and 60% of the less expensive family plan. Effective February 1, 2007, the Library will pay 88% of the less expensive individual plan offered and 62% of the less expensive family plan. Employees will pay 12% and 38%, respectively for each 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. Effective February 1, 2008, the Library contribution to family coverage will rise to 65% (the employee contribution would then be 35%)

If an employee is covered under another plan elsewhere he or she may waive coverage under the Library plan. The Library will pay \$56.50 monthly to an employee who waives coverage.

Healthcare Reopener

The parties agree that between January 1, 2009 and January 31, 2009 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.

XXVIII. 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

XXIX. Pension Plan

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

XXX. 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. 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 agencies, except as follows:

At the request of the employee, we will confirm employment status, including job class and title, the dates thereof, circumstances of termination and/or prospect of continued employment to prospective employers, and we will confirm such information and salary for mortgage and loan lenders.

d. We will comply with legitimate requests from government and law enforcement agencies and in connection with legal proceedings.

e. We will share information as necessary with vendors and contractors to conduct library business. For example, 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.

We will also share such information when employees request employment references, or wish to have their employment records released to other entities.

XXXI. Wages

The Library will increase wages by \$24.50 per week retroactive to July 1, 2006 (prorated), or 3%, whichever is larger. Employees not at maximum will receive step increases effective January 1, 2007. Wage increase of 3.5% for years 2 and 3 will be effective on July 1 of each year. Employees not at maximum will receive step increases on January 1 of each year.

Employees with 20 years of service or more on June 30, 2008 will receive a one time \$500 longevity bonus (prorate) on June 30, 2008.

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 exceeds 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.

XXXII. Employee Assistance Program

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

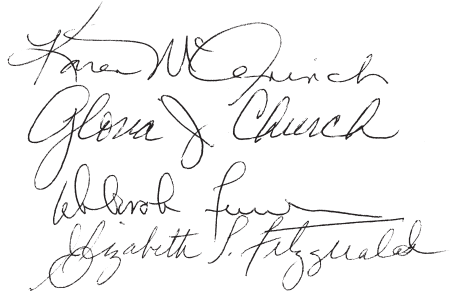
XXXIII. Education and Training

1. 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.

2. 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.

XXXIV. Duration

Duration: This contract will expire on June 30, 2009.



MEMORANDUM OF UNDERSTANDING

15 Minutes

This is a Memorandum of Understanding entered into between The Providence Public Library (“Employer”) and United Service & Allied Workers of Rhode Island (the “Union”).

Hourly employees who open departments or branches to the public shall be allowed to clock in at least 15 minutes prior to opening for preparation of their area. The employer shall pay this preparation time at the normal rate. Likewise if said employee is responsible for the closing of a branch or department, they will be paid for closing time (not to exceed 15 minutes past scheduled closing unless required to stay longer, such as in the event a child would otherwise be left unattended). In any event, employees will be paid for all hours worked in accordance with the time clock or other record.

This will expire in one year from the date of this agreement.

PROVIDENCE PUBLIC LIBRARY

UNITED SERVICE & ALLIED WORKERS
OF RHODE ISLAND

By: David S. Ambler

By: Karen M. French

MEMORANDUM OF UNDERSTANDING
Past Practice

This is a Memorandum of Understanding entered into between The Providence Public Library (“Employer”) and United Service & Allied Workers of Rhode Island (the “Union”).


The following past practices survive the execution of the contract:

- (i) allowing staff to purchase materials through the Library’s discount; and
- (ii) assigning open parking spaces in the Library lot to staff on a lottery basis.

PROVIDENCE PUBLIC LIBRARY

UNITED SERVICE & ALLIED WORKERS
OF RHODE ISLAND

By: 

By: 

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