



# AGREEMENT

between

THE BERKSHIRE ATHENÆUM

and

BERKSHIRE ATHENÆUM EMPLOYEES ASSOCIATION

July 1, 2020 - June 30, 2023

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## DEFINITIONS

When used in this Agreement, the following terms shall only have these meanings:

- Association:** Berkshire Athenaeum Employees Association
- Director:** The Library Director of the Berkshire Athenaeum.
- Eligible employee:** All full time employees and all employees in positions which are regularly scheduled 20 hours or more per week. These employees are entitled to full or pro-rated benefits based on their hours of work.
- Seniority:** The length of time an employee has worked for the Trustees of the Berkshire Athenaeum. Excused absences of less than two years shall be computed as service when determining seniority.
- Service date:** The prorated calculation of prior service for part-time employees promoted to full-time status:
1. An employee's check history will be generated commencing on the first date of employment with the Athenaeum;
  2. All hours will be totaled from the first date of employment to the last date as a part-time employee;
  3. The totaled number of hours will be divided by 35;
  4. The number arrived at in paragraph 3 will be rounded to the next whole number and that higher number will represent the number of full-time equivalent weeks;
  5. The number of full-time equivalent weeks will be counted back from the commencement of full-time service to determine the service date;
  6. An employee's "service date" is the same as "benefits date" and will be used for all appropriate contractual purposes such as benefits, seniority, etc.
- Trustees:** The Board of Trustees of the Berkshire Athenaeum established pursuant to Chapter 129 of the Acts of 1871 and amended by Chapter 163 of the Acts of 1897 and Chapter 336 of the Acts of 1976.

## ARTICLE I: RECOGNITION

The Trustees of the Berkshire Athenaeum, hereinafter called the "Trustees," recognize the Berkshire Athenaeum Employees Association, hereinafter collectively called the "Association," as the sole and exclusive bargaining agent of the employees as certified by the Commonwealth of Massachusetts Labor Relations Commission by MCR-02-4967 and MCR-02-4968, dated September 5, 2002, for so long as the employees wish to retain the Association as their sole bargaining agent. The certification shall remain as part of this contract as Appendix A.

The Trustees agree to notify the Association of the creation of any new classifications which should be added to the bargaining unit. Any disputes arising as to the inclusion or exclusion of such new classifications, if not resolved by the parties, shall be resolved by the Labor Relations Commission. In the event it is determined that the classification belongs in the bargaining unit, the Trustees and the Association shall bargain all benefits, hours of work, pay and other working conditions affecting that position.

The Trustees agree they will not make any agreement with any employee or group of employees covered by this agreement which would violate any provision of this agreement.

## ARTICLE II: ASSOCIATION RIGHTS

**Section 1 – Access to Premises:** Legal counsel or other designated representatives shall be permitted to have access to the premises of the Athenaeum for the performance of official Association business arising out of the administration of this contract, provided that there is no disruption of operation; requests for such access will be made in advance and will not be unreasonably denied. The Association will furnish the Trustees with the name of their legal counsel or other designated representatives.

**Section 2 – Paid Leave of Absence for Association Business:** Requests for leaves of absence without loss of pay to attend meetings, conventions and executive board meetings of the Local, City, State, Regional and parent organizations will be considered and may be granted to Association president or designee. Such leave will require approval of the Trustees or their designee, and will not exceed 2 days annually.

**Section 3 – Association Use of Facility:** The Association shall be permitted to have reasonable use of open Athenaeum facilities during off-duty hours for Association meetings, provided that any expense to be incurred shall be borne by the Association.

**Section 4 – Association Notices:** The Association may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Director for employees to read. All notices shall be on Association stationery, signed by an official of the Association, and shall only be used to notify employees of matters pertaining to Association affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, obscene, defamatory, or derogatory to the Trustees, their

employees, patrons, supporters, services or policies, or which constitutes election campaign material for or against any person, organization, or faction thereof.

**Section 5 – Association Mail:** The Trustees agree to accept and deliver to Association officials mail in accordance with Trustees mail services, policies and procedures.

**Section 6 – Association E-Mail:** The Association shall have reasonable access to the library e-mail system for sending notices pertaining to Association business to its members, provided such use must be in accordance with the requirements contained in the “Staff Use of Telephone, E-Mail and Other Electronic Resources Policy.”

**Section 7 – List of Employees:** Annually, upon request by the Association, the Trustees will provide the Association with a complete current list of names and addresses, job titles and work locations, with initial date of employment of bargaining unit employees; provided further that upon request made no more than once each quarter, the Trustees will also provide the Association with the names and addresses of new bargaining unit employees and the names of employees no longer employed in the bargaining unit. The Trustees will keep the above information up to date at all times and shall make the list available for inspection by the Association at reasonable times.

**Section 8 – Association Representation at Disciplinary Meetings:** Upon request of the employee made to the Director, an employee shall have the right to have an Association steward or other available representative present at any meeting during which the employee is specifically requested to respond to charges which (a) pertain to employee misconduct and (b) lead the employee to believe they are potentially subject to discipline. This right shall not apply to any meetings, such as to review a performance evaluation form, where the employee's active participation is not required. This right shall not apply to performance evaluation reviews by supervisory personnel, meetings with supervisory personnel to discuss work assignments, or suggestions by supervisors on ways to improve work performance.

**Section 9 – Grievance Investigations:** One (1) Association official is permitted to have reasonable time off without loss of pay to investigate and process grievances and attend hearings and arbitration proceedings. Should additional Association officials be necessary to investigate and process grievances or attend hearings and arbitration proceedings, they will be granted reasonable time off without pay. Those additional Association officials may also elect to use their accrued vacation, personal or compensatory time after seeking approval from the Library Director.

Witnesses called by the Association or the City/Trustees to testify at hearings or arbitration proceedings will be granted time off without loss of pay.

Nothing under this section shall be interpreted to mean that members of the Association who file grievances or labor actions against the City/Trustees will be granted time off without loss of pay for their time involved in pursuing such actions, except that if the member is

successful in their pursuit of a remedy against the City/Trustees for an unfair labor practice or violation of the collective bargaining agreement, the City/Trustees will reimburse the member for their time taken at hearing/s to pursue such remedy.

All leave granted under this section shall require prior approval of the Library Director.

**Section 10 – Negotiations:** Should negotiations among the Association, the Trustees and the City of Pittsfield be held during the work day, three (3) members of the Association’s negotiating team shall be granted time off to conduct collective bargaining without loss of pay. This provision is not intended to provide pay to an employee should negotiations be held at a time when the employee is not scheduled to work. This provision is not intended to limit the number of Association members who may attend negotiations while off duty, or with prior approval additional member(s) may attend without loss of pay.

**Section 11 – List of Association Officers:** The Association will furnish the Trustees with a list of Association local officers and their titles.

### ARTICLE III - MANAGEMENT RIGHTS

The Association recognizes that the Trustees retain the exclusive right to manage their affairs, including (but not limited to) the rights to determine the methods and means by which their operations are to be carried on, to direct the work force and to conduct their operation in an effective and efficient manner.

### ARTICLE IV: ASSOCIATION DUES

**Section 1 – Association Dues:** Employees in the bargaining unit may tender biweekly membership dues by signing the “Application for Membership & Authorization for Payroll Deduction of Dues” form. During the life of this Agreement and in accordance with the terms of the form of “Application for Membership & Authorization for Payroll Deduction of Dues” hereinafter set forth, the Trustees agree to deduct Association membership dues levied in accordance with the Constitution of the Association from the pay of each employee who executes such form and remit the aggregate amount to the Treasurer of the Association along with a list of employees who have had said dues deducted. Such remittance shall be made monthly.

The form authorizing the deduction of dues is set forth in Appendix B, attached hereto.

**Section 2 – Agency Service Fee:** All members of the bargaining unit who are not members of the Association may pay an agency service fee. The Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a non-paying employee member of the unit, and that such fee is not a condition of employment. The Trustees are not responsible for the implementation, collection,

or enforcement of the agency service fee, except that the Trustees will supply required documentation to establish that a person is a member of the bargaining unit.

The Association agrees that it will indemnify and hold the Trustees harmless for any action taken against an employee as a result of this agency service fee agreement, including, but not limited to, any legal expenses incurred.

The agency service fee will only be effective so long as the Association remains a local independent Association which is not affiliated with any national or regional union and/or association. If the Association becomes affiliated with any such union and/or association, the agency service fee shall immediately cease.

## ARTICLE V: NON-DISCRIMINATION

There shall be no discrimination by the Trustees or the Association or their agents or representatives against any employee on account of race, creed, color, national origin, sex, age, political affiliation, disability, marital or veteran status, sexual orientation, gender identity or expression, or other protected status under applicable state or federal law.

## ARTICLE VI: HOURS OF WORK & OVERTIME

**Section 1 – Normal Work Week:** The normal work week for full-time employees shall consist of thirty-five (35) hours of work exclusive of lunch periods, but including breaks, within a calendar week beginning Monday at 12:01 A.M. and ending Sunday at 11:59 P.M.

**Section 2 – Employee Schedules:** Although an employee's schedule shall remain as stable as possible, it may be altered to meet the needs of the Athenaeum.

### **Section 3:**

**3(A) Schedule Changes:** The Director or designee will endeavor to provide any affected employees with the earliest practicable notice of any change in their work schedules which the Director or his or her designee deems necessary.

**3(B) Schedule Changes Impacting Staff Development:** Employees enrolled with the knowledge and consent of the Director in work-related courses in institutions of higher learning, or engaged in service training programs, will not have their schedule changed so as to conflict with such courses, except in emergency situations.

### **Section 4:**

**4(A) Overtime:** Authorized time worked over thirty-five (35) hours in one calendar week, or in excess of seven (7) hours in one day shall be compensated at one and one-half (1½) hours of paid time off for each such hour worked except that employees working an alternative work schedule may be required to work up to an additional 2 hours per day at straight time. However, authorized time worked in excess of forty (40) hours actually worked (excluding

holiday time, paid leave, etc.) is subject to the Fair Labor Standards Act and the employee may elect compensatory time or payment at one and one-half (1½) times the employee's regular rate of pay. Overtime must be authorized by the Director.

**4(B) Compensatory Time:** Compensatory time shall be taken with the approval of the Director, but approval shall not be unreasonably withheld or delayed. Compensatory time shall not accumulate over fifteen (15) hours. An employee with a negative balance of compensatory time may opt to work on a straight time basis beyond the thirty-five (35) hour week up to forty (40) hours, or may opt to be docked pay to reach a positive balance.

**Section 5:** An employee shall not be denied paid time off for authorized overtime service by reason of authorized absence during the week in which such overtime is performed. An employee shall not be credited with any hours worked for any day or portion thereof in which they were absent without pay.

**Section 6 – Overtime Calculation:** There shall be no pyramiding or hourly duplication of premium pay and/or overtime. For the purpose of calculating the straight time hourly rate, the weekly salary of an employee shall be divided by thirty-five (35), the number of hours for which the employees are paid.

**Section 7 – Equitable Distribution of Overtime:** All overtime work must be with the approval of the Director. Overtime within a particular department will be offered or distributed equitably so that overtime opportunities among the employees of the department qualified to perform it will balance out over periods of time. The Trustees may require employees who are qualified and available to perform overtime work.

**Section 8 – Call Back:** An employee who has left their place of employment after having completed work on their regular shift and is called back to work prior to the commencement of their next scheduled shift shall receive a minimum of two (2) hours paid time off.

**Section 9 – Meal Breaks:** A one (1) hour unpaid meal period shall be scheduled by the supervisor as close to the middle of a full shift as possible, considering the needs of the Trustees and of the employees.

**Section 10 – Minimum Shift:** Part-time employees shall be scheduled for a minimum of two (2) hour shifts. This minimum does not apply to paid informational meetings, in-services, or conferences.

**Section 11 – Six Day Work Week:** No full-time employees will have their normal work week scheduled for six (6) days, unless mutually agreed.

**Section 12 – Flextime Schedules:** Flexible hours may be requested by employees. The library director has sole discretion to grant or deny such requests. An approved flexible schedule once implemented may be rescinded at the discretion of the library director if it is felt to be in the best



interest of the library to do so. A rejected request or rescinded approval for flexible hours is not subject to grievance or arbitration.

## ARTICLE VII: PROBATION

All new employees shall serve a probationary period of six (6) months, during which time they may be dismissed without cause or notice or hearing. A probationary employee may be terminated or disciplined at the sole discretion of the Trustees.

## ARTICLE VIII: HOLIDAYS

**Section 1 – Holidays Defined:** Eligible employees shall receive their regular compensation for all holidays or parts thereof during which the Athenaeum is closed, except as provided in Article VIII, Section 3.

**Section 2 – Eligible Holidays:** The holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day / Indigenous Peoples' Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Eve (last business day before Christmas)
Independence Day (July 4 <sup>th</sup> )	Christmas Day

**Section 3 – Thanksgiving and New Years Eve Closing:** The Athenaeum shall close at 5:00 p.m. on the Wednesday immediately preceding Thanksgiving, and at 4:00 p.m. on New Year's Eve. Schedules shall be adjusted to permit eligible employees normal tours of duty for those days.

**Section 4 – Sunday Holidays:** The Athenaeum shall celebrate holidays that fall on a Sunday on the following Monday.

**Section 5 – Floating Holiday:**

**5(A)** In addition to the above listed holidays there shall be a floating holiday to be taken at a time mutually agreed to by the eligible employee and the Director. The floating holiday must be taken prior to December 31<sup>st</sup>.

**5(B)** To exercise seniority, requests must be made in writing at least forty-five (45) days in advance of the requested date and the Director shall respond in writing by the thirtieth (30th) day prior.

**5(C)** Requests for the floating holiday are normally to be made at least thirty (30) days in advance, but may be approved with less notice at the Director's discretion.

**5(D)** Only eligible employees who have completed six (6) months of service with the Athenaeum will be eligible for the floating holiday.

**5(E)** In the event an eligible employee is terminated or voluntarily leaves the employ of the Athenaeum or dies, the Trustees will compensate the employee, their heir or next of kin for an unused floating holiday.

**Section 6 – Qualifying Requirements:** In order to qualify hereunder for compensation for any such holiday, an eligible employee shall have been regularly scheduled to work on such day, and shall have worked on all of the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday unless the absence on such regularly scheduled work day is an absence for which compensation is payable under this agreement.

**Section 7 – Holidays on Scheduled Days Off:** When any of the above holidays shall fall on an eligible employee's scheduled day off, the eligible employee shall be granted one day off or part thereof off with pay within seven calendar days of the holiday celebrated, as approved by the Director.

## ARTICLE IX: VACATIONS

**Section 1 – Vacation Accrual:** During the first year of employment an eligible employee will earn vacation time according to the following schedule:

<b>MONTH OF HIRE</b>	<b>NUMBER OF VACATION DAYS</b>
January	10 days after 5 calendar months of employment
February	9 days after 5 calendar months of employment
March	8 days after 4 calendar months of employment
April	7 days after 4 calendar months of employment
May	6 days after 3 calendar months of employment
June	5 days after 3 calendar months of employment
July	4 days after 2 calendar months of employment
August	3 days after 2 calendar months of employment
September	2 days after 1 calendar months of employment
October	1 day after 1 calendar month of employment
November	0
December	0

If an employee leaves the Athenaeum during his first calendar year of employment, accrued vacation cannot exceed one day per month of employment.

During the second through fourth year of service, an eligible employee will earn vacation days at the rate of one per month starting January 1 to a maximum of 10 days per year.

After five calendar years of service, an eligible employee will earn 1½ days per month starting January 1 of the fifth year to a maximum of 15 days. An employee must complete the full five years of service to be entitled to the additional 5 days.

After ten calendar years of service, an eligible employee will earn 2 days per month starting January 1 of the tenth year to a maximum of 20 days. An employee must complete the full ten years of service to be entitled to the additional 5 days.

After fifteen calendar years of service, an eligible employee will earn 2 days per month starting January 1 of the fifteenth year to a maximum of 22 days. An employee must complete the full fifteen years of service to be entitled to the additional 2 days.

After twenty calendar years of service, an eligible employee will earn 2½ days per month starting January 1 of the twentieth year to a maximum of 25 days. An employee must complete the full twenty years of service to be entitled to the additional 3 days.

After thirty calendar years of service, an eligible employee will earn 3 days per month starting January 1 of the thirtieth year to a maximum of 30 days. An employee must complete the full thirty years of service to be entitled to the additional 5 days.

For the purpose of calculating vacation eligibility beyond the formula for the first year of employment, those periods of service to the Athenaeum during which an employee has been a full-time employee, as well as any prorated part-time employment shall be considered, by using the method detailed in the Definitions section of this document under “Service Date.”

**Section 2 – Vacation Accrual for Professional Positions:** New eligible employees in positions in Grade 9 and above holding a master's degree will earn vacation days in their first calendar year of employment according to a similar schedule to the one above except that the maximum number of days will be 15. In the second through fourth years of employment, employees in these positions will earn vacation days at a rate of 1½ per month starting January 1 to a maximum of 15 days per year.

**Section 3 – Unearned Vacation:** If an employee leaves the Athenaeum and has taken vacation days before they are earned, the employee will reimburse the Athenaeum for the unearned days.

**Section 4 – Vacation Carryover:** Vacation is not cumulative and should be taken in the calendar year earned. However, up to five vacation days unused by December 31 may be carried over into the next calendar year, to be used prior to April 1. Under extenuating circumstances, requests to carry over unused vacation time in excess of five days may be brought before the Board of Trustees for their consideration. Application to carry over vacation must be made no later than November 1. The Library Director in their sole discretion may waive said deadline.

**Section 5 – Partial Days Taken:** All vacation time must be taken in half-day increments of 3, 3.5 or 4 hours, with the sole exception of a final balance of unused vacation totaling less than a half-day.

**Section 6 – Vacation Conversion:** An eligible employee who is entitled to an annual vacation of three weeks may convert up to one week of unused vacation to an amount of equal pay.

An eligible employee who is entitled to an annual vacation of four weeks may convert, under the same condition described in the immediate preceding paragraph, up to two weeks of unused vacation to an amount of equal pay.

Application to convert vacation must be made in writing to the Library Director by November 1. The Library Director in their sole discretion may waive said deadline.

**Section 7 – Unused Vacation at Severance:** In the event an employee is terminated or voluntarily leaves the employ of the Athenaeum or dies, the Trustees will compensate the employee, their heir or next of kin for all accrued unused vacation.

**Section 8 – Calculation of Vacation Pay:** An eligible employee's vacation compensation shall equal the regular salary for their position as determined at the time the vacation is taken. All vacation compensation shall be included in the regular payroll of the employee.

**Section 9 – Exercise of Seniority:** Choice of vacation dates shall be made on the basis of seniority. Seniority is exercised only for vacation periods of a week or more. To exercise seniority, the employee shall request vacation in writing at least sixty (60) days in advance or by April 1 in the year for which it has been requested, whichever comes first. A second date to exercise seniority shall be September 1.

The Director shall respond, in writing, by the forty-fifth (45th) day prior to the start of the proposed vacation or April 15 / September 15, whichever comes first.

Requests for vacation received after April 1 / September 1, shall be processed in accordance with the 60-45 day notice requirement above. Requests for vacation allowing less than 60 days notice are to be processed in the order in which they are received.

**Section 10 – Work During Vacation:** An employee required to work during their vacation period shall be compensated at the rate of one and one-half times their regular compensation.

**Section 11 – Hospitalization During Vacation:** Any employee who is hospitalized during a vacation may change the vacation days to sick days upon submission of proof of hospitalization, and have the vacation days reinstated to their vacation allotment.

**Section 12 – Notice of Vacation Days:** Employees shall on October 1 of each year, receive notice of the amount of unused vacation as of that date.

## ARTICLE X: HEALTH INSURANCE

The memorandum of agreement between the City of Pittsfield and the [Pittsfield] Public Employee Committee (PEC) regarding health insurance shall govern the parties health insurance benefits, unless modified by an agreement between the City of Pittsfield and the [Pittsfield] PEC or the PEC dissolves. The Health insurance agreement is appended to this agreement as

Appendix D. Should the PEC dissolve or should the BAEA withdraw from the PEC, the BAEA may open special, limited negotiations to amend this Agreement.

## ARTICLE XI: LIFE INSURANCE

The Trustees agree to pay for eligible employees that portion of the cost of up to \$10,000 term life insurance plan of the type presently available to employees, which is provided for employees of the City of Pittsfield.

## ARTICLE XII: GRIEVANCE AND ARBITRATION PROCEDURE

A grievance, for purposes of this Agreement, is a written dispute, claim or complaint involving a question of interpretation or application of this Agreement as it applies to wages, hours and working conditions and may be filed by either the Association or an employee in the bargaining unit and shall be settled in the following manner:

**Step 1:** The Association Steward and/or representative with or without the aggrieved employee, shall informally take up the grievance or dispute with the employee's immediate supervisor, within ten (10) calendar days of the date of the grievance or their knowledge of the occurrence. The supervisor may require the attendance of the employee at the discussion if they so elect, shall attempt to adjust the matter and shall respond to the steward and/or representative within five (5) calendar days.

**Step 2:** If the grievance has not been settled within ten (10) calendar days after the date that the response of the immediate supervisor is due, the grievance shall be presented in writing to the Director. The Director shall attempt to adjust the matter and shall respond to the Association Steward within five (5) calendar days.

**Step 3:** If the grievance has not been settled, it shall be presented in writing within ten (10) calendar days after the response of the Director is due to the Trustees. The Trustees may conduct such investigations and hold such hearings as they deem advisable. They shall in any event decide the matter within ten (10) calendar days of the receipt of the written grievance, unless the time for decision is extended by agreement with aggrieved employee and the Association.

**Step 4:** If the grievance is still unsettled, either party may, within thirty (30) days after reply of the Trustees is due, by written notification to the other, request binding arbitration. The arbitration proceedings shall be conducted and heard by the American Arbitration Association in accordance with its rules.

The expense, if any, for the arbitrator's services and the proceedings shall be equally borne by the Trustees and the Association. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

## ARTICLE XIII: LEAVES OF ABSENCE

### Section 1 — Sick Leave:

**1(A)** As provided below, all eligible employees shall continue to receive their regular compensation during the period of any absence from duty because of a disability that results from any non-work occurrence.

**1(B)** Compensation for such disability shall be accumulated at the rate of one day for each three weeks of service in the preceding calendar year, but not more than fifteen days in any calendar year, and shall be credited on the first day of January.

**1(C)** The unused portion of sick leave at the end of a given year allowed by this section may be accumulated without limit.

**1(D)** In cases of undue hardship the Director may at discretion allow an eligible employee to use earned but uncredited sick leave prior to the January first credit date.

**1(E)** An eligible employee shall not receive compensation for any absence under this section unless such absence is reported promptly to the Director. The Director shall take reasonable steps as may be necessary to verify the existence of any disability which results in a compensated absence.

**1(F)** The Trustees shall provide that any eligible employee who retires or dies shall be compensated for each day of accumulated sick leave up to 140 days credited to the eligible employee at fifty percent of the eligible employee's rate of pay upon retirement or death.

**1(G)** Annually the Trustees shall furnish the Association a list of all bargaining unit members accrued and credited sick leave.

**1(H)** Employees may use up to thirteen (13) sick days per calendar year for family illness. For the purpose of this section, "family" is defined as the employee's parent, child, spouse, step-parent, step child or significant other living in the employee's immediate household. When these days are taken they shall be deducted from the employee's accumulated sick leave time. The employer may require proof of the family member's illness, which may include a medical statement of illness.

**1(I)** The Library Director may request an employee to provide a written physician's verification of illness upon three (3) consecutive days' absence or if a pattern of abuse exists (such as, the employee has a pattern of taking sick time before or after holidays or vacation periods).

**Section 2 – Family Medical Leave Act:** The Family and Medical Leave Act policy statement currently in place for the City of Pittsfield shall be considered part of this Agreement.

**Section 3 – Sick Leave Bank:** The Trustees agree to establish a policy for a Sick Leave Bank for use by employees covered by this agreement. The terms and conditions are to be as follows:

**3(A) Eligibility:** All full time members of the bargaining unit are eligible to participate in the Sick Leave Bank.

**3(B) Participation:** Participation is strictly on a voluntary basis. Employees may join the bank during the month of November, or for new employees during the thirty (30) day period after their first full year of employment. If an employee fails to join the Sick Leave Bank, that employee may not draw sick leave from the Bank.

**3(C) Management Notice:** Notice of employee participation in the Bank is to be sent to the Library Director, or designee. In January of each year the Library Director will give the Association President a list of all employees who participate in the Sick Leave Bank.

**3(D) Withdrawals:** If an employee drops out of the Sick Leave Bank, the employee may not withdraw from the bank days they may have previously contributed to the Bank.

**3(E) Use:** Use of the Bank is only for cases involving prolonged injury or illness. The initial grant to an employee shall not exceed thirty (30) work days. A prolonged illness shall be defined as an injury or illness which results in the employee being unable to perform their job responsibilities for a minimum of ten (10) consecutive work days, or if determined appropriate by a majority of the Sick Leave Bank Committee, this requirement may be waived under compelling circumstances.

**3(F) Use of Available Leave:** An employee granted leave through the Sick Leave Bank for their own serious health condition must first use available sick leave followed by vacation leave and compensatory time. The employee may reserve personal time and up to one (one) week of vacation leave for later use.

**3(G) Requests for Use:** Grants for the use of the Bank will only be allowed by a majority vote of the entire Sick Leave Bank Committee. All requests for Sick Leave Bank usage shall be accompanied by a medical certificate of the serious health condition, unless the employee is unable to provide such confirmation because of extenuating circumstances.

**3(H) Sick Bank Committee Decision:** The decision of the Sick Leave Bank Committee shall be final and binding, and not subject to grievance or arbitration.

**3(I) Sick Bank Committee Definition:** The committee will consist of two (2) members of the bargaining unit and two (2) members selected by the Employer. One of the two (2) bargaining unit members selected to be on the Sick Leave Bank Committee will be the Chair of the Committee.

**3(J).1. Membership:** On or after January 1, 2013, any eligible employee who elects to join the Sick Leave Bank will be required to contribute a minimum of one (1) day of sick leave for five (5) consecutive years. An employee may contribute more than the minimum of one (1) sick leave day a year up to a maximum of five (5) sick leave days a year. After an employee contributes five (5) or more sick leave days, an employee will not be required to contribute any more sick leave days except in accordance with 3(K).1. and shall be considered vested in the Sick Leave Bank unless herein otherwise disqualified. At the time of the agreement and

acceptance of this revision of the Sick Leave Bank procedures, all Athenaeum employees who have ever contributed will be considered members of the sick leave bank.

**3(J).2. Vesting:** Employees who have contributed less than five (5) days in the past must continue to contribute one (1) day a year until they reach the five (5) day vesting threshold.

**3(K).1. Additional Contributions:** Should the Sick Leave Bank balance fall below eighty-five (85) days, members will be asked to make an optional contribution of one (1) or more days to the Bank to restore it to the eighty-five (85) day threshold. No individual may contribute more than five (5) days. In November of each year any eligible employee may donate a maximum of five (5) additional days. If the numbered participants exceed fifteen (15), 3(K).1. shall be subject to negotiations.

**3(K).2. Limitation on Donations:** An employee may not donate days after notice of their resignation or retirement has been served on the employer.

**3(K).3. Waiver of Modification:** By a majority of the committee, any requirement regarding contribution may be waived or modified.

**3(L) Balance Carryover:** Unused days in the Bank shall carry over from year to year.

**3(M) Part-time employees** are not eligible to participate in the sick leave bank.

**3(N) Recordkeeping:** The Library Director, or designee, shall keep a record of all Sick Leave Bank accumulations and usages which shall be submitted to the Sick Leave Bank Committee in January of each year.

#### **Section 4 – Personal Leave:**

**4(A)** Eligible employees shall be granted three (3) personal days with pay in each calendar year (January 1 – December 31).

**4(B)** Upon commencement of employment, an eligible employee shall be granted three (3) personal days.

**4(C)** Personal days shall not be deducted from sick leave.

**4(D)** If an employee does not use the allotted number of personal days, the employee may convert the unused personal days to sick days.

**4(E)** The personal days must be taken within the calendar year and may not be accumulated. All days so taken shall be subject to the approval of the Director.

**4(F)** In the event an employee is terminated without fault or voluntarily leaves the employ of the Berkshire Athenaeum or dies, the Trustees will compensate the employee, their heir or next of kin for all of the unused, credited personal leave.

#### **Section 5: Generic Leave for Permanent Part-Time Employees**

**5(A)** Effective January 1, 2021, and each January 1 thereafter, permanent part-time employees will be credited with a generic leave benefit of ten (10) “days” prorated on the hours



actually worked in the preceding calendar year. After completing a full five (5) years of service, a permanent part-time employee will be credited with a generic leave benefit of fifteen (15) “days” prorated on the hours actually worked in the preceding calendar year. After completing ten (10) years of service, a permanent part-time employee will be credited with a generic leave benefit of twenty (20) “days” prorated on the hours actually worked in the preceding calendar year.

Note: For employees hired before June 30, 2020, after completing a full three (3) years of service, a permanent part-time employee will be credited with a generic leave benefit of fifteen (15) “days” prorated on the hours actually worked in the preceding calendar year.

**5(B)** Generic Leave is calculated as follows. The part-time employee’s total hours worked in the preceding calendar year are divided by fifty-two (the number of weeks in the year) to determine the average hours worked by the employee in a week. The average weekly hours are then divided by five to get the average daily hours worked. The average daily hours worked are multiplied by the allotment of days defined by **Section 5(A)** to produce the total hours of prorated leave benefit, which will be rounded to the nearest half hour.

**5(C)** Generic leave benefits must be taken in half hour increments, and may be used for vacation, sick or personal reasons. While advanced notice is desirable to facilitate replacement coverage, it is understood that for illness and other unforeseen leave arrangements sometimes advance notice cannot be achieved.

**5(D)** Generic leave is not cumulative and should be taken in the calendar year earned, however, the balance of generic leave unused by December 31 may be carried over into the next calendar year. Twenty hours above the yearly accumulation may be carried beyond April 1. The remaining balance carried over must be used prior to April 1. Application to carry over generic leave must be made no later than November 1. The Library Director in their sole discretion may waive said deadline.

**5(E)** A part-time employee with a balance of generic leave who is promoted to full-time will have the balance of generic leave converted to personal leave.

**5(F)** In the event an employee is terminated without fault or voluntarily leaves the employ of the Berkshire Athenaeum or dies, the Trustees will compensate the employee, their heir or next of kin for all of the unused, credited generic leave.

**5(G)** The scheduling of generic leave will be based on operational considerations. A part-time employee does not have seniority for the purpose of leave scheduling.

#### **Section 6 – Bereavement Leave:**

An eligible employee shall receive their regular compensation during absence from work due to the death of a relative as follows:

**6(A)** A maximum of five (5) consecutive work days (days the employee is scheduled to work) from date of death for parent, child, spouse, stepparent, step-child, or significant other living in the employee's immediate household. One of these days may be deferred for delayed interment. There will be no limit on the number of occasions this leave may be used.

**6(B)** A maximum of three consecutive work days (days the employee is scheduled to work) from date of death for grandparents, grandchild, brother, sister, or a permanent member of the household of the employee. One of these days may be deferred for delayed interment.

**6(C)** A maximum of one day - the day of funeral - for aunt, uncle, niece or nephew.

**6(D)** All relationships are by blood or marriage.

**6(E)** For only those situations described in subsection 6(A), if an employee is regularly scheduled for work and has reported to work and is informed of a death of an individual described in 6(A), that employee shall be allowed to have the rest of the day off without loss of compensation and such time would not be charged to bereavement or any other leave.

The total absence for relatives in categories B and C shall be limited to four days during any period of twelve months.

#### **Section 7 – Statutory Leaves:**

Employees shall be granted leaves of absence in accord with Massachusetts law for the purpose of jury duty or military service.

The Trustees shall grant employees unpaid parental leave in accord with Massachusetts General Law, c.149 S 105 D for up to a three-month period subject to approval by the Director who at their discretion may grant one additional consecutive three-month leave. An eligible employee shall be entitled to use accumulated sick leave or unused vacation during a parental leave. An employee seeking leave must provide at least two (2) weeks' notice of the anticipated date of departure and the employee's intention of return.

#### **Section 8 – Special Leave:**

In addition to all other authorized leaves, the Director may authorize special leave to an employee, upon written application specifying the reason and probable length of absence, without pay for personal reasons for a period or periods not to exceed ten working days in any calendar year. All such requests shall be responded to within one working day. The Trustees may authorize the Director to grant special leaves of absence upon written application specifying the reason and probable length of absence without pay for any period or periods not to exceed three calendar months in any one calendar year. All such requests shall be responded to within ten working days.

A denial of any request for a special leave shall not constitute a grievable action on the part of the employee.

## ARTICLE XIV: INJURIES AND WORKER'S COMPENSATION

**Section 1 – Disability Defined:** Disability resulting from a personal injury (or injuries) arising out of or in the course of employment while actually engaged in the authorized business of the Trustees.

**Section 2 – Work Injury:** An employee who suffers an injury arising out of and in the course of employment and who is required thereby to leave work will be paid for the remainder of their scheduled hours on that day.

**Section 3 – Worker's Compensation:** All employees are covered under Chapter 152 of the Massachusetts General Law and this article shall be subject to that law as amended.

**Section 4 – Use of Sick and Vacation Leave:** If the employee so requests, the Trustees agree to make up the difference between an employee's regular weekly wage and that employee's Worker's Compensation payment using the employee's accrued sick and vacation leave until the employee's accrued leave is expended.

**Section 5 – Accrual of Leave:** An employee who has been out on a Worker's Compensation leave for more than thirty (30) consecutive calendar days shall not be entitled to any additional accrual of sick, vacation, holiday or personal day leave.

## ARTICLE XV: VACANCIES, JOB POSTING & BIDDING

**Section 1 – Vacancy Defined:** A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, termination, or the availability of any permanent and/or temporary new position.

**Section 2 – Postings:** If the Trustees determine to fill a vacant position covered under the terms of this Agreement, it shall post a notice of the vacancy for a period of at least five (5) work-days on employee bulletin boards. The notice shall include the job category, pay, general job description, and application closing date.

**Section 3 – In-house Applicants:** The Trustees or Director shall consider qualified applicants for vacancies posted and make their selection based on their determination of need.

**Section 4 – Relocation Benefit:** A full-time employee may be reimbursed up to \$1,500 to defray expenses in relocating to the City of Pittsfield or contiguous communities in order to accept employment. The decision to award a relocation benefit and the amount awarded will be at the discretion of the Director and the relocation benefit will not be subject to the grievance and arbitration procedures.

## ARTICLE XVI: TEMPORARY TRANSFERS

**Section 1 – Temporary Transfers Defined:** An employee may be formally assigned in writing to perform on a temporary basis all of the duties and assume all of the responsibilities (other than

for the purpose of vacation fill-in) of a position classified in a grade higher than the grade of their regular position. In the event they, commencing with the eleventh (11th) consecutive day of actual service in such higher position, shall be compensated at the entrance rate of the higher position or one step above their present rate, whichever is higher or at a higher step with the approval of the Director. Such compensation shall be retroactive to the first day of the assignment.

**Section 2 – Duration:** The temporary assignment of an employee under Section 1 shall not exceed six (6) consecutive months in duration. This temporary assignment may be extended in length by mutual agreement of the parties.

## ARTICLE XVII: LABOR/MANAGEMENT MEETINGS

The Association shall designate a standing committee of three (3) employees to discuss with the Trustees matters of mutual interest. A proposed agenda shall be submitted to the Association or the Trustees at the request of either party. Such meetings shall be held at the immediate convenience of both parties if possible or on a specific meeting date established within ten (10) days from the date upon which such agenda is received. This clause is not considered part of the grievance procedure or contract negotiations and shall be limited to no more than twelve (12) meetings a year.

## ARTICLE XVIII: WAGES AND LONGEVITY

**Section 1 – Wages:** The new Athenaeum Salary Schedule as part of this agreement is attached as a revised Appendix C. This schedule includes all wage adjustments for the duration of this contract term. There is no additional yearly percent increase.

### **Section 2 – Step Movement/Longevity Increases:**

**2(A)** The Director has the authority to determine an employee's initial step placement and to schedule the employee's first step increase. Such increase must be implemented no later than the employee's first anniversary date.

**2(B)** An employee shall be entitled to step movement commencing on the employee's anniversary date of hire in the particular position.

**2(C)** If an employee is promoted to a higher level position, they will be placed no lower than the lowest step that would represent an increase over the employee's current rate of pay.

**2(D)** Effective July 1, 2017, Steps 0 and 9 will be eliminated; with the exception of Grade 2, which has individualized steps, Steps 2, 3, 4, and 5 will be 3.9% higher than the previous step and Steps 6, 7, and 8 will be 2.75% higher than the previous step. Effective July 1, 2018, Step 8 will be eliminated; with the exception of Grade 2, which has individualized steps, Steps 2, 3, and 4 will be 3.9% higher than the previous step and Steps 5, 6, and 7 will be 3.25%

higher than the previous step. Effective July 1, 2019, Step 7 will be eliminated; with the exception of Grade 2, which has individualized steps, Steps 2, 3, 4, 5, and 6 will be 3.9% higher than the previous step.

**2(E)** Longevity increases are named L1, L2, L3, and L4.

**2(E).1.** Longevity increase L1

**2(E).1.a.** Effective July 1, 2017, Step L1 will be 2.5% higher than Step 8 and will be reached upon completion of ten (10) years of service in the particular position. If an employee has more than ten (10) years of service in the bargaining unit but less than ten (10) years of service in the particular position, the employee will receive a 2% longevity increase above their regular rate of pay (i.e. if an employee is on Step 3 but has eleven years of service in the bargaining unit, the employee would receive the Step 3 rate plus 2%).

**2(E).1.b.** Effective July 1, 2018, Step L1 will be 2.0% higher than Step 7 and will be reached upon completion of ten (10) years of service in the particular position. If an employee has more than ten (10) years of service in the bargaining unit but less than ten (10) years of service in the particular position, the employee will receive a 2% longevity increase above their regular rate of pay (i.e. if an employee is on Step 3 but has eleven years of service in the bargaining unit, the employee would receive the Step 3 rate plus 2%).

**2(E).1.c.** Effective July 1, 2019, Step L1 will be 2.0% higher than Step 6 and will be reached upon completion of ten (10) years of service in the particular position. If an employee has more than ten (10) years of service in the bargaining unit but less than ten (10) years of service in the particular position, the employee will receive a 2% longevity increase above their regular rate of pay (i.e. if an employee is on Step 3 but has eleven years of service in the bargaining unit, the employee would receive the Step 3 rate plus 2%).

**2(E).2.** Effective July 1, 2017, Step L2 will be 2% higher than Step L1 and will be reached upon completion of fifteen (15) years of service in the particular position. If an employee has more than fifteen (15) years of service in the bargaining unit but less than fifteen (15) years of service in the particular position, the employee will receive a 2% longevity increase above their regular rate of pay.

**2(E).3.** Effective July 1, 2017, Step L3 will be 2% higher than Step L2 and will be reached upon completion of twenty (20) years of service in the particular position. If an employee has more than twenty (20) years of service in the bargaining unit but less than twenty (20) years of service in the particular position, the employee will receive a 2% longevity increase above their regular rate of pay.

**2(E).4.** Effective July 1, 2017, Step L4 will be 2% higher than Step L3, and will be reached upon completion of twenty-five (25) years of service in the particular position. If an employee has more than twenty-five (25) years of service in the

bargaining unit but less than twenty-five (25) years of service in the particular position, the employee will 2% longevity increase above their regular rate of pay.

**2(F)** In regard to the longevity increases referenced in Sections 2(D), 2(E), and 2(F) above, for the purpose of determining years of service in the bargaining unit, those periods of service to the Athenaeum during which an employee has been a full-time employee, as well as any prorated part-time employment shall be considered.

In determining whether or not an employee is entitled to a longevity increase, and the amount thereof, where the employment has not been continuous, all periods of full time employment and prorated part-time employment with the Trustees shall be added to each other except where the employment was terminated through fault, deficiency, resignation or act of the employee, and such separation from employment exceeds sixty (60) days.

**2(G)** The longevity increases above are cumulative (e.g., if an employee is on step 3 but has twenty-one years of service in the bargaining unit, the employee would receive the step 3 rate plus a 2% L1 longevity increase, plus a 2% L2 longevity increase, plus a 2% L3 longevity increase).

**2(H)** Once an employee reaches Step L1, L2, L3 and/or L4, the employee will no longer be eligible for the longevity increase associated with the particular step.

**2(I)** Longevity increases shall be included in the base or regular rate of compensation for the purpose of computing compensation for overtime.

**Section 3 – Payment of Wages:** The salaries and wages of employees are paid every two (2) weeks on Friday.

**Section 4 – Direct Deposit:** All employees are expected to receive their pay by direct deposit to the bank or financial institution of their choice.

## ARTICLE XIX: MISCELLANEOUS

**Section 1 – Accuracy of Personnel Records:** Each employee is responsible for keeping the Trustees informed as to any change in the employee's address or phone number as well as any substantial change in the condition of their health. The Trustees may rely for all purposes on the correctness of the information on records to be maintained in the office of the Director. Each employee shall have the right to check the accuracy of such information at reasonable intervals.

### **Section 2 – Employee Review of Personnel Records:**

**2(A):** Each employee shall have the right, upon request, reasonably to examine and copy any and all material contained in the personnel file maintained by the Director concerning such employee. The Association shall have access to the same record if given written authorization by the employee involved.

**2(B):** Employees may challenge the accuracy or propriety of material contained in their files by filing a written statement with the Director. The Director will review such challenge and will make the desired change or note their disagreement with the challenge, as the case may be, with a copy to the employee.

**Section 3 – Security:** The Trustees will continue their efforts to provide reasonable physical security for their employees.

**Section 4 – Evaluative Material:** Whenever any formal evaluative material is inserted into the personal file or records of an employee, pursuant to the established evaluation procedures then in effect, such material shall be shown to the employee who shall certify by signature that they have read it.

An employee may file a grievance based on a personnel evaluation. This grievance may not be processed beyond the third step of the grievance process. Upon a determination at any step of the grievance procedure that such material is either inaccurate or improperly placed in such employee's personnel records, the material in question will be withdrawn.

The employee rights set forth in Section 2(b) of this Article shall also apply to this Section.

**Section 5 – Staff Development:** The Trustees agree to request from the City of Pittsfield, during the annual budget process, funds for the purpose of staff development and education. These funds, if made available to the Trustees by the City of Pittsfield, shall be allocated by the Director. The employee shall apply in writing to the Director, or the request may be originated by the Director. A denial by the Director of any request for education benefits shall not constitute a grievable action on the part of the employee.

**Section 6 – Mileage Reimbursement:** The Athenaeum reimburses for mileage at the allowance rate accepted by the Internal Revenue Service for business travel.

**Section 7 – Educational Benefits:** The Trustees of the Berkshire Athenaeum will set aside \$2,000 per year for reimbursement to employees covered by this agreement for the cost of job-related or career-oriented educational courses. In order to be eligible for course reimbursement, employees must have been employed by the City of Pittsfield for at least six (6) months. An employee must receive prior approval from the Director before commencing any seminar or college course for which they seek reimbursement. The determination of the Director regarding reimbursement eligibility under this section will not be subject to grievance or arbitration.

If the total tuition reimbursement request by employees exceeds the \$2,000, the \$2,000 will be pro-rated among the approved employees who applied for the reimbursement in equal shares. As such, payments under this section will be made at the end of the calendar year.

In order to receive the reimbursement, employees must successfully complete and pass said course(s) with a grade of "B" or higher unless the course is pass/fail, in which case a passing

grade will suffice. The official transcript from the school where the course was provided showing the final grade must be received by the Director by January 30 after the course was completed in order to secure reimbursement under this section. Any money left over as of the close of the fiscal year (June 30) will revert to the general budget.

**Section 8 – Dress Code Policy:** The Dress Code Policy statement approved by the Trustees and currently in place for the Berkshire Athenaeum shall be considered part of this Agreement.

## ARTICLE XX: SCOPE OF AGREEMENT

**Section 1:** The parties acknowledge that during their 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.

**Section 2:** Therefore, the Trustees and the Association 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 unilateral action by either party involving any subject 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 matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 3:** No addition to, alteration, modification, or waiver of any provision of this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Trustees and by the Association.

**Section 4:** The failure by the Trustees or by the Association to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision.

## ARTICLE XXI: SAVINGS CLAUSE

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss of funds made available through law, rule, appropriation or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule, appropriation or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Director or designee and may be submitted by the Association for expedited arbitration.

## ARTICLE XXII: DURATION

**Section 1:** After ratification by the Association and by the Trustees, this Agreement shall become effective as of July 1, 2020, and shall remain in effect through June 30, 2023.



**Section 2:** Either party hereto may, on or after October 1, 2022 give written notice to the other that it desires to amend this Agreement. During the negotiations of proposed amendments, the terms of this Agreement shall remain in full force and effect. Should neither party hereto send a notice as described above prior to the termination of this Agreement, this Agreement shall be considered to have been automatically extended for one (1) additional year.

**Section 3:** The parties agree to reopen negotiations specifically to discuss the topic of a language incentive, if the City of Pittsfield adopts a City-wide language incentive (ordinance) for City employees.

## SIGNATURE PAGE

The Berkshire Athenaeum and Berkshire Athenaeum Employees Association hereby agree to the following terms, conditions, and understandings to be incorporated into a successor labor agreement and subject to ratification by the bargaining unit and funding by the Pittsfield City Council:

1. Contract Term: Three years - July 1, 2020 through June 30, 2023.
2. Wages: A revised salary schedule (Appendix C) is part of this agreement which provides for no percentage across the wage scale increases in any of the three years of this agreement.
3. All other terms, conditions, and understandings as contained in the prior Agreement between the parties shall remain the same except as specifically contained herein.
4. There are no verbal agreements.

For: BERKSHIRE ATHENAEUM

By: Kathleen Annuso  
Kathleen Annuso, President, Board of Library Trustees

June 8, 2020  
Date

For: CITY OF PITTSFIELD

By: Linda Tyer  
Linda Tyer, Mayor

Date

For: BERKSHIRE ATHENAEUM EMPLOYEES ASSOCIATION

By: Mary Wheeler  
Mary Wheeler, President, BAEA

6/15/20  
Date

COMMONWEALTH OF MASSACHUSETTS  
BEFORE THE LABOR RELATIONS COMMISSION

\*\*\*\*\*

In the matter of	*	
	*	
CITY OF PITTSFIELD BERKSHIRE ATHENAEUM	*	Case No. MCR-02-4968
	*	
and	*	
	*	Date Issued:
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO	*	September 5, 2002
	*	
and	*	
	*	
BERKSHIRE ATHENAEUM EMPLOYEES ASSOCIATION	*	
	*	

\*\*\*\*\*

CERTIFICATION OF REPRESENTATIVES

Pursuant to an Agreement for Consent Election approved by the Labor Relations Commission on **July 10, 2002**, an election by secret ballot was conducted on **August 28, 2002**, in a unit consisting of the following:

**All full-time and regular part-time administrative support personnel employed by the City of Pittsfield Berkshire Athenaeum including the following titles: Library Assistant II, Library Assistant I, and Library Shelver, excluding the Library Director, Supervisor/Specialist II: Administrative Services Supervisor, all managerial, confidential and casual employees, and all other employees of the City of Pittsfield Berkshire Athenaeum.**

The results of the secret ballot election are as follows:

Total ballots cast .....	12
Ballots cast for the AFSCME, Council 93 .....	0
Ballots cast for Berkshire Athenaeum Employees Association .....	12
Ballots cast for no organization .....	0
Challenged ballots .....	0
Blank ballots .....	0
Void ballots .....	0
Protested ballots .....	0



THEREFORE, by virtue of and pursuant to the power vested in the Commission by Chapter 150E of the General Laws (Public Employee Bargaining Law),

IT IS HEREBY CERTIFIED that **Berkshire Athenaeum Employees Association** has been selected by a majority of the above-described unit of employees as set forth in the Commission's Agreement as their representative for the purposes of collective bargaining, and that pursuant to Chapter 150E of the General Laws, **Berkshire Athenaeum Employees Association** is the exclusive representative of the above-described unit of employees of the **City of Pittsfield Berkshire Athenaeum** for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

COMMONWEALTH OF MASSACHUSETTS  
LABOR RELATIONS COMMISSION



MARK A. PREBLE, COMMISSIONER



PETER G. TORKILDSEN, COMMISSIONER



**BERKSHIRE ATHENAEUM EMPLOYEES  
ASSOCIATION**

*Application for Membership & Authorization for Payroll Deduction of Dues*

**Name** \_\_\_\_\_  
(Please print)

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each pay period the amount of \_\_\_\_\_. This amount will be paid to the Treasurer of The Berkshire Athenaeum Employees Association and represents payment of my Association dues or agency fee.

*I further authorize any changes in the amount to be deducted, which is certified by the above-named employee organization as a uniform change in its Association structure.*

This authorization shall remain in effect unless terminated by me upon **sixty** days advance written notice to the Association and the Employer or upon termination of my employment.

Please check off one:

\_\_\_\_\_ I am deducting the membership fee of the Association

\_\_\_\_\_ I am deducting the agency fee only.

**Date** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Street** \_\_\_\_\_ **Home Tel ( )** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zipcode** \_\_\_\_\_

**Job Title** \_\_\_\_\_ **Department** \_\_\_\_\_

**Social Security #** \_\_\_\_\_





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Appendix C

BERKSHIRE ATHENAEUM SALARY SCHEDULE  
 JULY 1, 2020 - JUNE 30, 2023

Grade	Title	Step	Salary a/o 6/30/2020	Step	Salary a/o 7/1/2020	Step	Salary a/o 1/1/2021	Step	Salary a/o 7/1/2021	Step	Salary a/o 1/1/2022	Step	Salary a/o 7/1/2022	Step	Salary a/o 1/1/2023
02 LIBRARY SHELVING - P/T															
		01	11,000	01	11,000	01	11,000	01	11,000	01	11,000	01	11,000	01	11,000
		02	11,080	02	11,080	02	11,080	02	11,080	02	11,080	02	11,080	02	11,080
		03	11,150	03	11,150	03	11,150	03	11,150	03	11,150	03	11,150	03	11,150
		04	11,450	04	11,450	04	11,450	04	11,450	04	11,450	04	11,450	04	11,450
		05	11,760	05	11,760	05	11,760	05	11,760	05	11,760	05	11,760	05	11,760
		06	12,100	06	12,100	06	12,100	06	12,100	06	12,100	06	12,100	06	12,100
		L1	12,283	L1	12,283	L1	12,283	L1	12,283	L1	12,283	L1	12,283	L1	12,283
		L2	12,529	L2	12,529	L2	12,529	L2	12,529	L2	12,529	L2	12,529	L2	12,529
		L3	12,779	L3	12,779	L3	12,779	L3	12,779	L3	12,779	L3	12,779	L3	12,779
		L4	13,035	L4	13,035	L4	13,035	L4	13,035	L4	13,035	L4	13,035	L4	13,035
03 LIBRARY ASSISTANT I - P/T															
		01	13,026	01	13,126	01	13,726	01	13,826	01	14,476	01	14,576	01	15,226
		02	13,534	02	13,633	02	14,261	02	14,366	02	15,040	02	15,144	02	15,820
		03	14,062	03	14,170	03	14,817	03	14,925	03	15,627	03	15,735	03	16,437
		04	14,610	04	14,722	04	15,395	04	15,507	04	16,237	04	16,349	04	17,078
		05	15,180	05	15,297	05	15,996	05	16,112	05	16,870	05	16,988	05	17,743
		06	15,772	06	15,893	06	16,620	06	16,741	06	17,528	06	17,649	06	18,436
		L1	16,080	L1	16,211	L1	16,952	L1	17,076	L1	17,877	L1	18,002	L1	18,805
		L2	16,409	L2	16,535	L2	17,291	L2	17,417	L2	18,236	L2	18,362	L2	19,181
		L3	16,737	L3	16,866	L3	17,637	L3	17,765	L3	18,601	L3	18,729	L3	19,567
		L4	17,072	L4	17,203	L4	17,990	L4	18,121	L4	18,973	L4	19,104	L4	19,956

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Grade	Title	Step	Salary a/o 6/30/2020	Step	Salary a/o 7/1/2020	Step	Salary a/o 1/1/2021	Step	Salary a/o 7/1/2021	Step	Salary a/o 1/1/2022	Step	Salary a/o 7/1/2022	Step	Salary a/o 1/1/2023
04 LIBRARY ASSISTANT II - P/T															
		01	13,8446	01	13,9446	01	14,5446	01	14,6446	01	15,2946	01	15,3946	01	16,0446
		02	14,3845	02	14,4884	02	15,1118	02	15,2157	02	15,8911	02	15,9950	02	16,6703
		03	14,9455	03	15,0535	03	15,7012	03	15,8091	03	16,5108	03	16,6188	03	17,3205
		04	15,5284	04	15,6406	04	16,3135	04	16,4257	04	17,1547	04	17,2669	04	17,9960
		05	16,1340	05	16,2505	05	16,9498	05	17,0663	05	17,8238	05	17,9403	05	18,6978
		06	16,7632	06	16,8843	06	17,6108	06	17,7319	06	18,5189	06	18,6400	06	19,4270
		L1	17,0985	L1	17,2220	L1	17,9630	L1	18,0865	L1	18,8893	L1	19,0128	L1	19,8156
		L2	17,4405	L2	17,5664	L2	18,3223	L2	18,4482	L2	19,2671	L2	19,3930	L2	20,2119
		L3	17,7893	L3	17,9178	L3	18,6887	L3	18,8172	L3	19,6524	L3	19,7809	L3	20,6161
		L4	18,1451	L4	18,2761	L4	19,0625	L4	19,1936	L4	20,0455	L4	20,1765	L4	21,0284
05 LIBRARY TECHNICIAN															
		01	14,7836	01	14,8836	01	15,4836	01	15,5836	01	16,2336	01	16,3336	01	16,9836
		02	15,3602	02	15,4641	02	16,0875	02	16,1914	02	16,8667	02	16,9706	02	17,6460
		03	15,9592	03	16,0672	03	16,7149	03	16,8228	03	17,5245	03	17,6325	03	18,3342
		04	16,5816	04	16,6938	04	17,3668	04	17,4789	04	18,2080	04	18,3202	04	19,0492
		05	17,2283	05	17,3449	05	18,0441	05	18,1606	05	18,9181	05	19,0346	05	19,7921
		06	17,9002	06	18,0213	06	18,7478	06	18,8689	06	19,6559	06	19,7770	06	20,5640
		L1	18,2582	L1	18,3817	L1	19,1228	L1	19,2463	L1	20,0490	L1	20,1725	L1	20,9753
		L2	18,6234	L2	18,7494	L2	19,5052	L2	19,6312	L2	20,4500	L2	20,5760	L2	21,3948
		L3	18,9959	L3	19,1244	L3	19,8953	L3	20,0238	L3	20,8590	L3	20,9875	L3	21,8227
		L4	19,3758	L4	19,5068	L4	20,2932	L4	20,4243	L4	21,2762	L4	21,4072	L4	22,2592

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Grade	Title	Step	Salary a/o 6/30/2020	Step	Salary a/o 7/1/2020	Step	Salary a/o 1/1/2021	Step	Salary a/o 7/1/2021	Step	Salary a/o 1/1/2022	Step	Salary a/o 7/1/2022	Step	Salary a/o 1/1/2023
06 SENIOR ASSISTANT - P/T															
		01	15,6129	01	15,7129	01	16,3129	01	16,4129	01	17,0629	01	17,1629	01	17,8129
		02	16,2218	02	16,3257	02	16,9491	02	17,0530	02	17,7284	02	17,8323	02	18,5076
		03	16,8545	03	16,9624	03	17,6102	03	17,7181	03	18,4198	03	18,5277	03	19,2294
		04	17,5118	04	17,6240	04	18,2970	04	18,4091	04	19,1382	04	19,2503	04	19,9794
		05	18,1948	05	18,3113	05	19,0105	05	19,1271	05	19,8846	05	20,0011	05	20,7586
		06	18,9044	06	19,0255	06	19,7519	06	19,8730	06	20,6601	06	20,7811	06	21,5682
		L1	19,2825	L1	19,4060	L1	20,1470	L1	20,2705	L1	21,0733	L1	21,1968	L1	21,9995
		L2	19,6681	L2	19,7941	L2	20,5499	L2	20,6759	L2	21,4947	L2	21,6207	L2	22,4395
		L3	20,0615	L3	20,1900	L3	20,9609	L3	21,0894	L3	21,9246	L3	22,0531	L3	22,8883
		L4	20,4627	L4	20,5938	L4	21,3801	L4	21,5112	L4	22,3631	L4	22,4942	L4	23,3461
07 SENIOR TECHNICIAN															
		01	16,5135	01	16,6135	01	17,2135	01	17,3135	01	17,9635	01	18,0635	01	18,7135
		02	17,1575	02	17,2614	02	17,8848	02	17,9887	02	18,6641	02	18,7680	02	19,4433
		03	17,8267	03	17,9346	03	18,5824	03	18,6903	03	19,3920	03	19,4999	03	20,2016
		04	18,5219	04	18,6341	04	19,3071	04	19,4192	04	20,1483	04	20,2604	04	20,9895
		05	19,2443	05	19,3608	05	20,0600	05	20,1766	05	20,9341	05	21,0506	05	21,8081
		06	19,9948	06	20,1159	06	20,8424	06	20,9635	06	21,7505	06	21,8716	06	22,6586
		L1	20,3947	L1	20,5182	L1	21,2592	L1	21,3827	L1	22,1855	L1	22,3090	L1	23,1118
		L2	20,8026	L2	20,9286	L2	21,6844	L2	21,8104	L2	22,6292	L2	22,7552	L2	23,5740
		L3	21,2187	L3	21,3471	L3	22,1181	L3	22,2466	L3	23,0818	L3	23,2103	L3	24,0455
		L4	21,6430	L4	21,7741	L4	22,5605	L4	22,6915	L4	23,5434	L4	23,6745	L4	24,5264

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<b>09 SUPERVISOR SPECIALIST I</b>															
		01	20.3666	01	20.4666	01	21.0666	01	21.1666	01	21.8166	01	21.9166	01	22.5666
		02	21.1609	02	21.2648	02	21.8882	02	21.9921	02	22.6674	02	22.7713	02	23.4467
		03	21.9861	03	22.0941	03	22.7418	03	22.8498	03	23.5514	03	23.6594	03	24.3611
		04	22.8436	04	22.9558	04	23.6287	04	23.7409	04	24.4700	04	24.5821	04	25.3112
		05	23.7345	05	23.8510	05	24.5503	05	24.6668	05	25.4243	05	25.5408	05	26.2983
		06	24.6601	06	24.7812	06	25.5077	06	25.6288	06	26.4158	06	26.5369	06	27.3239
		L1	25.1533	L1	25.2769	L1	26.0179	L1	26.1414	L1	26.9441	L1	27.0676	L1	27.8704
		L2	25.6564	L2	25.7824	L2	26.5382	L2	26.6642	L2	27.4830	L2	27.6090	L2	28.4278
		L3	26.1695	L3	26.2980	L3	27.0690	L3	27.1975	L3	28.0327	L3	28.1612	L3	28.9964
		L4	26.6929	L4	26.8240	L4	27.6104	L4	27.7414	L4	28.5933	L4	28.7244	L4	29.5763
<b>10 SUPERVISOR SPECIALIST II</b>															
		01	21.2778	01	21.3778	01	21.9778	01	22.0778	01	22.7278	01	22.8278	01	23.4778
		02	22.1076	02	22.2115	02	22.8349	02	22.9388	02	23.6142	02	23.7181	02	24.3934
		03	22.9698	03	23.0778	03	23.7255	03	23.8334	03	24.5351	03	24.6431	03	25.3448
		04	23.8656	04	23.9778	04	24.6508	04	24.7629	04	25.4920	04	25.6042	04	26.3332
		05	24.7964	05	24.9129	05	25.6122	05	25.7287	05	26.4862	05	26.6027	05	27.3602
		06	25.7635	06	25.8845	06	26.6110	06	26.7321	06	27.5191	06	27.6402	06	28.4273
		L1	26.2787	L1	26.4022	L1	27.1433	L1	27.2668	L1	28.0695	L1	28.1930	L1	28.9958
		L2	26.8043	L2	26.9303	L2	27.6861	L2	27.8121	L2	28.6309	L2	28.7569	L2	29.5757
		L3	27.3404	L3	27.4689	L3	28.2398	L3	28.3683	L3	29.2035	L3	29.3320	L3	30.1672
		L4	27.8872	L4	28.0183	L4	28.8046	L4	28.9357	L4	29.7876	L4	29.9187	L4	30.7706

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11	SENIOR SUPERVISOR														
		01	23,0559	01	23,1559	01	23,7569	01	23,8569	01	24,5059	01	24,6059	01	25,2559
		02	23,9551	02	24,0590	02	24,6824	02	24,7863	02	25,4616	02	25,5665	02	26,2409
		03	24,8893	03	24,9973	03	25,6450	03	25,7529	03	26,4546	03	26,5626	03	27,2643
		04	25,8600	04	25,9722	04	26,6451	04	26,7573	04	27,4864	04	27,5985	04	28,3276
		05	26,8685	05	26,9851	05	27,6843	05	27,8008	05	28,5583	05	28,6749	05	29,4323
		06	27,9164	06	28,0375	06	28,7640	06	28,8851	06	29,6721	06	29,7932	06	30,5802
		L1	28,4747	L1	28,5982	L1	29,3393	L1	29,4628	L1	30,2655	L1	30,3890	L1	31,1918
		L2	29,0442	L2	29,1702	L2	29,9260	L2	30,0520	L2	30,8708	L2	30,9968	L2	31,8156
		L3	29,6251	L3	29,7536	L3	30,5246	L3	30,6531	L3	31,4883	L3	31,6168	L3	32,4520
		L4	30,2176	L4	30,3487	L4	31,1351	L4	31,2661	L4	32,1180	L4	32,2491	L4	33,1010

