

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE PALMER PUBLIC LIBRARY**

**AND**

**AFSCME, COUNCIL 93**

**2014 – 2017**

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**ARTICLE 1**  
**RECOGNITION**

1.1 The Library recognizes AFSCME, Council 93 (the “Union”) as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment of all full-time employees in the Palmer Public Library in the classifications of Borrower Services Librarian, Cataloger Librarian, Collection Development Librarian, Library Assistant, Library Technician/Van Outreach, Young Adult Librarian, Youth Services Librarian and Technology Services Librarian; and excluding the classifications of Library Director, Assistant Library Director, Business Manager, Page and all other managerial, confidential, casual and seasonal employees; and all other employees of the Library.

Effective January 1, 2015, Section 1.1. above will be deleted and this new Section 1.1 will be inserted, as follows:

1.1 The Library recognizes AFSCME, Council 93 (the “Union”) as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment of all full-time employees in the Palmer Public Library in the classifications of Senior Graduate Librarian III, Graduate Librarian II; Graduate Librarian I, Senior Librarian IV, Librarian III, Librarian II, and Librarian I, and excluding the classifications of Library Director, Assistant Library Director, Business Manager, Page and all other managerial, confidential, casual and seasonal employees; and all other employees of the Library.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

2.1 The Library will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items:

- (a) the operation and direction of the affairs of the Library in all of their various aspects, including, but not limited to, technical services, circulation and community services, children's services and reference services;
- (b) the determination of the level of services to be provided;
- (c) the direction, control, supervision and evaluation of employees, including the establishment of the evaluation instrument, **subject to impact bargaining with the Union**, the frequency of evaluations and the conducting of the evaluation;
- (d) the determination of new employee classifications, **subject to negotiations with the Union regarding salaries**;
- (e) the determination and interpretation of new job descriptions, including the determination and re-determination of job content, subject to the general function of the position, and not to be enlarged to include other functions such as custodial or maintenance activities;
- (f) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (g) the institution of technological changes or the revising of processes, computer systems or equipment from time to time;
- (h) the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (i) the determination of the location, organization, and number of employees;
- (j) the assignment of duties and work assignments including the change of duties and work assignments from time to time;
- (k) the establishment and change of employees' hours of work;
- (l) the granting, placement on and scheduling of leaves, including vacation leave, sick leave, personal leave and administrative leave;
- (m) the scheduling and enforcement of working hours;

- (n) the requirement and assignment of overtime;
- (o) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Library ;
- (p) the hiring or promotion of employees, including the determination of qualifications and requirements for the position or promotion;
- (q) the discipline, suspension, or discharge of employees;
- (r) the layoff of employees due to lack of funds or of work, or for any other reason;
- (s) the relief of employees due to the incapacity to perform duties;
- (t) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Library deems necessary;

The Library will have the right to invoke these rights and make such changes ~~in these items~~ **as authorized by the management right**, as the Library, in its sole discretion may deem appropriate without negotiation with the Union.

2.2 Unless an express, specific provision of this Agreement clearly provides otherwise, the Library, acting through the Library Director or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Library.

2.3 The Library also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any rights shall not be considered a waiver.

2.4 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Library (permissive subjects), shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

2.5 During an emergency, the Town Manager will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

**ARTICLE 3**  
**DUES CHECK-OFF**

3.1 The Town shall deduct regular Union dues in the amount stated by the employee, from the employee's regular paycheck for each month. The deduction of dues shall be in accordance with approved Town procedures.

3.2 The Union agrees to indemnify and save the Town and the Library harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

3.3 Any authorization for deduction shall be on the following form:

**PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF**

BY: \_\_\_\_\_

TO: Town Treasurer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each pay period the amount of \$\_\_\_\_\_. This amount shall be paid to the Treasurer of AFSCME 93 and represents payment of my Union dues for Local \_\_\_\_\_. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in the Union Dues structure.

\_\_\_\_\_  
Signature

Name:

Address:

**ARTICLE 4**  
**AGENCY SERVICE FEE**

4.1 Effective the ninetieth day following the beginning of employment, each member of the bargaining unit, who is not a member of the Union in good standing, shall be required as a condition of employment to pay a monthly agency service fee during the life of this Agreement to the Union in an amount proportionately commensurate with the cost of collective bargaining and contract administration. The deduction of fees shall be in accordance with approved Town procedures.

4.2 The Union agrees to indemnify and save the Town and the Library harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17G.

4.3 In the event that an employee has not earned enough in a pay period to satisfy his or her agency fee obligation, the Union shall collect those fees directly, and the Town and the Library shall not be held responsible for collection of those fees.

4.4 Any authorization for deduction shall be on the following form:

**PAYROLL DEDUCTION AUTHORIZATION - DUES CHECK-OFF**

BY: \_\_\_\_\_

TO: Town Treasurer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings each pay period the amount of \$ \_\_\_\_\_. This amount shall be paid to the Treasurer of AFSCME 93 and represents payment of my Agency Service Fee. I further

authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Agency Service Fee structure.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Address: \_\_\_\_\_

4.5 This Article shall not apply to any Employee who has authorized the Town Treasurer to deduct Union dues under Article 3, (Dues Check-Off) of this Agreement.

4.6 No action by the Library shall be considered against any member of the bargaining unit for failure to meet his or her agency service fee obligation unless and until the Union certifies in writing to the Library said member of the bargaining unit has not met the obligation imposed by the Article.

4.7 It is understood by the Library and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Library and the Union.



## ARTICLE 4A

### PROBATIONARY PERIOD; PERMANENT APPOINTMENT

Section 1. All bargaining unit members shall serve a probationary period of one (1) year.

Section 2. Bargaining unit members shall receive permanent appointment upon successful completion of the one (1) year probationary period.

Section 3. During the probationary period, the employee shall be at-will and may be disciplined, including termination, without cause, and will have no right to grieve or arbitrate any discipline, including termination.

Section 4. All permanent employees may be disciplined or discharged only for just cause.

**ARTICLE 5**  
**HOURS OF WORK**

Full-time employees shall be regularly scheduled to work 35 hours per week. The Library may hire part-time employees who are regularly scheduled to work an average of fewer than 35 hours per week.

**ARTICLE 6**  
**NON-DISCRIMINATION**

6.1 The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of union or non-union membership, race, religion, color, sex, sexual orientation (as defined by law), age (as defined by law), national origin, handicap, genetic information, military status, or for any other legally protected classification.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

7.1 For purposes of this Article, a “grievance” will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter arising under the purported exercise of management rights pursuant to Article 2 of this Agreement, or any matter reserved to the discretion of the Library by the terms of this Agreement, or arising before or after the dates of this Agreement, will not be subject to this grievance procedure nor construed as being grievable. Any matter related to an accommodation of an employee in accordance with the Americans With Disabilities Act shall not be subject to this grievance procedure.

7.2 The Library and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance may be commenced more than ten (10) business days after the occurrence of the incident or event upon which the grievance is based.

7.3 All grievances will be handled in accordance with the grievance procedures set forth in this Article. A representative of the Union may accompany the employee in any meeting with a Library representative concerning a grievance.

(a) Step 1 Within ten (10) business days of the incident or event giving rise to the grievance, the employee or the Union, may file a grievance, in writing, either in person or through the Union Representative, with the Library Director. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been violated, and (d) the remedy sought. The date the grievance is submitted to the Library Director will constitute the commencement date of the grievance. The Library Director will submit to a written response within ten (10) business days of receipt of the grievance. Failure of the Library Director to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the process.

(b) Step 2 If the grievance is not resolved at Step 1 or answered by the Library Director within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Board President with a copy to the Library Director, no later than ten (10) working days from the date the Library Director's written response was rendered or due. The Board President will respond to the grievance, in writing, within thirty (30) calendar days after the date of receipt of the appeal of the grievance. Failure of the Board President to respond to the grievance within the appropriate time shall be considered a denial.

7.4 Grievances may be settled without precedent at any stage of this procedure.

7.5 The Union's or the employee's failure to initiate any Step within the appropriate time limit shall result in barring the grievance.

7.6 The time limits set forth in this Article may be extended by mutual agreement of the parties.

7.7 The Library may also process grievances under the grievance procedure

**ARTICLE 8**  
**ARBITRATION PROCEDURE**

8.1 The Union or the Library may submit a grievance involving an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement, that is not satisfactorily resolved at Step 2 of the Grievance Procedure, to final and binding arbitration within thirty (30) calendar days of the Library President's decision, by means of written notice to the other party. The parties shall attempt to agree on an arbitrator. Failing such an agreement, the matter shall be submitted to the Department of Labor Relations for grievance arbitration.

8.2 The award of the arbitrator shall be final and binding upon all parties, subject to the following conditions:

The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by the parties.

The arbitrator shall not render a decision contrary to state or federal law.

The award of the arbitrator shall not include interest.

The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

8.3 Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Library.

8.4 Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings and the cost will be attributed as follows:

The party requesting the transcript will be responsible for the cost of the transcript for themselves and the arbitrator, but not for the cost of the other party's transcript.

## ARTICLE 9

### NO STRIKE – NO LOCK-OUT

9.1 No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing (except for off-duty informational picketing), sympathy strike, or withholding of services from the Library, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

9.2 The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing (except for off-duty informational picketing), sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

9.3 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action (except for off-duty informational picketing), the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

9.4 Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Library against an employee and such other action that the Library may deem appropriate.

9.5 The Library may, in addition to the remedies under Chapter 150E of the Massachusetts General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

9.6 The Employer agrees not to engage in the lock-out of unit employees. This section 4.6 does not apply to the termination or layoff of employees.

**ARTICLE 10**  
**SICK LEAVE**

10.1 Sick leave shall be administered in accordance with the Employee Handbook, subject to this Article. If there is any conflict between the Handbook and the expressed provisions of this Article, this Article shall prevail.

10.2 Sick time is paid leave granted to eligible employees who, through illness or injury, become incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position, or who is quarantined by a physician because he/she has been exposed to a contagious disease.

10.3 Employees are granted 105 hours of paid sick time on January 1st of each year.

10.4 Sick time must be taken in half-hour increments.

10.5 Sick time may be granted for medical, dental, or optical appointments. Requests for such leave must be submitted to the Library Director as far in advance as possible.

10.6 Sick time may be granted for the illness of a member of the employee's immediate family where attendance is needed to assure care for the member of the immediate family.

10.7 "Immediate family" means mother, father, mother-in-law, father-in-law, grandparents, grandchild, spouse, child, foster child, and sister or brother of the employee. It shall also include the domestic partner of the employee residing in the employee's household.

10.8 Employees may use sick time following the birth or adoption of their child, in accordance with the Family and Medical Leave Act (FMLA) and the Massachusetts Maternity Leave.

10.9 Effective January 1, 2014, retiring employees who have at least 15 years of continuous service will be granted a lump sum payment of 20 percent of the unused accumulated sick time, up to a maximum of 840 hours.



**ARTICLE 11**  
**VACATIONS**

11.1 Vacation leave shall be administered in accordance with the Employee Handbook, subject to this Article. If there is any conflict between the Handbook and the expressed provisions of this Article, this Article shall prevail.

11.2 Vacation time must be used in the taking year based upon an employee's anniversary date, or it is forfeited.

11.3 Vacation benefits based on the employee's anniversary date and paid service shall be credited as follows:

<b>Anniversary Date</b>	<b>Vacation Earned as of Employees Anniversary Date</b>
1 <sup>st</sup> 6 months	35 hours
2 <sup>nd</sup> 6 months	35 hours
2 <sup>nd</sup> through 4th	70 hours
5 <sup>th</sup> through 9 <sup>th</sup>	105 hours
10th through 19th	140 hours
20th or more	175 hours

11.4 Employees will receive payment for unused earned vacation time upon separation of employment.

11.5 Existing employees with the exception of the two employees recently hired<sup>1</sup>, shall be grandfathered based upon the Employee Handbook calendar year vacation system.

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<sup>1</sup> Matthew DeCara and Ashley Erickson

## ARTICLE 12

### LABOR/MANAGEMENT MEETINGS

12.1 The parties agree to establish a labor/management committee, consisting of two (2) members each, to meet quarterly to discuss relevant collective bargaining issues, subject to the following conditions:

- a. The two Union representatives shall not be probationary employees;
- b. The Director shall have the right to designate a non-collective bargaining unit member to be present with her at the meetings, such as the Assistant Director, a trustee, or someone else;
- c. Meetings shall be for one hour or less;
- d. The Union shall provide an agenda of the topics to be discussed to the Director three (3) days in advance of the meeting.

**ARTICLE 13**  
**SEVERABILITY**

13.1 Should any provision or provisions of this Agreement or any application thereof become unlawful by virtue of any Federal, State or Municipal law, or by final adjudication of any court of competent jurisdiction, the provision or provisions or the applications of a provision of this Agreement shall be modified in compliance with the law, order or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

**ARTICLE 14**  
**STABILITY OF AGREEMENT**

14.1 No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

14.2 The failure of the Library or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Library or the Union to future performance of any such terms or conditions, and the obligations of the Library and the Union to such future performance will continue in full force and effect.

14.3 The Library and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement.

**ARTICLE 15**  
**DURATION**

15.1 This Agreement will be effective from July 1, 2014, unless otherwise provided for, and will remain in full force and effect until June 30, 2017. Thereafter, the Agreement shall be renewed for one year unless written notice to terminate or modify any provision of this Agreement is given by one party and received by the other not later than ninety (90) days prior to the expiration date of the Agreement.

15.2 Notwithstanding the above, if notice is given to terminate or modify the Agreement, it shall remain in effect after the expiration date during negotiations for a successor agreement, unless either party shall send a ten (10) day written notice of termination. The Agreement shall terminate after the ten (10) day notice period has expired.

This Collective Bargaining Agreement shall be subject to ratification by the Library Board of Directors and by the Union, and shall be subject to appropriation by the Town Council.

This Agreement has been duly executed by the authorized representatives of the Palmer Public Library, and AFSCME, Council 93.

PALMER PUBLIC LIBRARY

By: *D. M. Moschos*  
D. M. Moschos, Esq., Labor Counsel.

Date: *9/19/14*

RATIFIED BY:

PALMER PUBLIC LIBRARY

By: *John DiNuovo*  
John DiNuovo, President

Date: *10/4/2014*

AFSCME, COUNCIL 93

By: *Nadine M Kennedy*  
Nadine Kennedy,

Date: *Sept. 15, 2014*

RATIFIED BY:

AFSCME, COUNCIL 93

By: *Nadine M Kennedy*  
Nadine Kennedy,

Date: *Sept. 15, 2014*

APPENDIX A

CLASSIFICATION/PAY GRADE PLAN (#2)

PALMER PUBLIC LIBRARY

<b>CLASSIFICATION</b>	<b>PAY GRADE</b>	<b>MINIMUM QUALIFICATIONS</b>
Senior Graduate Librarian III [PROMOTIONAL]	7	Must have a Master's of Library Science from an accredited college with a minimum of 3 years' experience in public library services including 2 years supervising professional staff or exercising leadership in a library setting.
Graduate Librarian II (Public Services) [STANDARD LEVEL]	6	Must have a Master's of Library Science from an accredited college; and one (1) year prior library experience including in a specialty area
Graduate Librarian II (Technology) [STANDARD LEVEL]	6	Must have a Master's of Library Science from an accredited college; one (1) year prior experience in library technology required
Graduate Librarian I (ENTRY LEVEL)	5	Must have a Master's of Library Science from an accredited college; no prior experience in library services
Senior Librarian IV [PROMOTIONAL]	4	Must have a Bachelor's Degree from an accredited college with minimum of 3 years' experience in public library services; some experience in area of specialty; experience in exercising supervisory duties
Librarian III [PROMOTIONAL]	3	Must have a Bachelor's Degree from an accredited college with minimum of 3 years' experience in public library services; some experience in area of specialty preferred
Librarian II [STANDARD LEVEL]	2	Bachelor's Degree from an accredited college with 1 year of experience in public library services required
Librarian I (ENTRY LEVEL)	1	Bachelor's Degree from an accredited college; no prior experience in library services required

A. Senior Graduate Librarian, Librarian III and Senior Librarian IV classifications are promotional positions.

B. Advancement to Graduate Librarian II and Librarian II by the Library will be based on satisfactory completion of one (1) year of service and serving the probationary period.

APPENDIX B

WAGE SCHEDULE

July 1, 2014 – December 31, 2014

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
<b>Young Adult Librarian</b>	19.0552
<b>Cataloger</b>	18.0858
<b>Youth Services Librarian</b>	19.0552
<b>Collection Management Librarian</b>	25.414
<b>Borrower Services Librarian</b>	18.7005
<b>Library Assistant</b>	17.4738
<b>Library Technician /Van Outreach Services</b>	17.2708



APPENDIX B-1  
WAGE SCHEDULE

1/1/15 - 6/30/17

<b>1/1/2015</b>		
<b>Classification</b>	<b>Grade</b>	<b>Step 1</b>
Sr. Graduate Lib. III	Grade 7	\$21.00
Graduate Lib. II	Grade 6	\$20.00
Graduate Lib. I	Grade 5	\$19.00
Senior Lib. IV	Grade 4	\$21.00
Librarian III	Grade 3	\$20.00
Librarian II	Grade 2	\$19.00
Librarian I	Grade 1	\$18.00

<b>7/1/15 (2%)</b>			
<b>Classification</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>
Sr. Graduate Lib. III	Grade 7	\$21.00	\$21.42
Graduate Lib. II	Grade 6	\$20.00	\$20.40
Graduate Lib. I	Grade 5	\$19.00	\$19.38
Senior Lib. IV	Grade 4	\$21.00	\$21.42
Librarian III	Grade 3	\$20.00	\$20.40
Librarian II	Grade 2	\$19.00	\$19.38
Librarian I	Grade 1	\$18.00	\$18.36

<b>7/1/16 (2%)</b>				
<b>Classification</b>	<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Sr. Graduate Lib. III	Grade 7	\$21.00	\$21.42	\$21.85
Graduate Lib. II	Grade 6	\$20.00	\$20.40	\$20.81
Graduate Lib. I	Grade 5	\$19.00	\$19.38	\$19.77
Senior Lib. IV	Grade 4	\$21.00	\$21.42	\$21.85
Librarian III	Grade 3	\$20.00	\$20.40	\$20.81
Librarian II	Grade 2	\$19.00	\$19.38	\$19.77
Librarian I	Grade 1	\$18.00	\$18.36	\$18.73