

C#20190740

**AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SPRINGFIELD, MA**  
**AND**  
**SPRINGFIELD ORGANIZATION OF**  
**LIBRARY EMPLOYEES**  
**JULY 1, 2018 THROUGH JUNE 30, 2019**

## INDEX

Article No.	Article Name	Page
	Agreement	1
1	Recognition	1
2	Union Rights	1
3	Union Dues	3
4	Responsibilities of Management	5
5	No Discrimination	6
6	No Strike Clause	6
7	Wages	7
8	Hours of Work and Overtime	8
9	Credit Union	10
10	Seniority	11
11	Probationary Period	12
12	Holidays	12
13	Vacation Leave-Use for Personal Business	13
14	Arbitration of Disciplinary Action	15
15	Grievance Procedure	17
16	Group Insurance and Pension	19
17	Bereavement Leave	19
18	Voting Time	19
19	Jury Duty Leave	19
20	Leave of Absence	20
21	Maternity Leave	20
22	Religious Leave	20
23	Education Benefit	20
24	Sick Leave	20
25	Extremes of Weather	21
26	Vacancies, Job Posting and Bidding	22
27	Temporary Transfers	23
28	Temporary and Part-Time Employees	23
29	Labor Management Meetings	24
30	Parking	24
31	Safety and Health	24
32	Staff Training	25
33	Miscellaneous	26
34	Savings Clause	28
35	Attendance Incentive	28
36	Duration	29
	Appendix A Sole Position	31
	Appendix B Wage Schedules	32
	Appendix C Units and Sub Units	33
	Appendix D Telephone/Electronic Policy	34
	Appendix E Layoff Procedure Policy	35

## **AGREEMENT**

Agreement made at Springfield, Massachusetts between the **CITY OF SPRINGFIELD**, hereinafter called the "City", and **SPRINGFIELD ORGANIZATION OF LIBRARY EMPLOYEES** collectively called the "Union".

This Agreement has as its purpose the promotion of harmonious relations between the administration of the City, the union, its representatives, and the administrative and clerical staff represented by the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours and other terms and conditions of employment; and the creation of a cooperative relationship with the objective of achieving quality public service in the most efficient and economical manner.

### **ARTICLE 1** **RECOGNITION**

Section 1. The City recognizes the Union as the sole and exclusive bargaining agent of the administrative and clerical employees pursuant to the Certification in Case MCR-03-5059 issued by the Massachusetts Labor Relations Commission on March 18, 2004

"All full time and regular part time clerical and administrative employees employed by the City of Springfield in its Library Department, but excluding all professional employees, all supervisors, all managerial, confidential, and casual employees, and all other employees, of the City of Springfield."

The City agrees to notify the Union of the creation of any new classifications which arguably should be added to the bargaining unit. Any disputes as to the exclusion or inclusion of such new classifications, if not resolved by the Parties, shall be subject to resolution only by the Massachusetts Labor Relations Commission. In the event it is finally determined that the classification belongs within the bargaining unit, all positions within that classification shall be subject to the provisions of the job posting and bidding provisions in this Agreement.

The City agrees it will not make any agreement with any employees or group of employees covered by this Agreement, which violates any provision of this Agreement.

### **ARTICLE 2** **UNION RIGHTS**

Section 1. Union staff representatives shall be permitted to have access to the premises of the Library Department for the performance of official union 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 Union will furnish the City Human Resources and Labor Relations Department with a list of staff representatives.

Section 2. 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 labor

organizations will be considered and may be granted to Union officers, stewards and elected delegates of the Union. Such leave will require approval of the Director or his/her/ designee.

Section 3. Requests for leaves of absence without loss of pay to attend hearings before the Legislature and State agencies, where the presence of the employee may reasonably be in the interest of the City, will be considered and may be granted to representatives of the Union or other employees. Such leave will require approval of the Director or his/her designee.

Section 4. Upon request by the Union, an employee may be granted leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the Director or his designee is required for all such levels or extensions thereof.

Section 5. The Union shall be permitted to have reasonable use of open Library facilities during off-duty hours for Union meetings.

Section 6. The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the City for employees to read. All notices shall be on union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union 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 City, its employees, Department Heads, patrons, supporters, services or policies, or which constitutes election campaign material for or against any person, organization, or faction thereof.

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

Section 8. Upon the request of the employee made to the supervisor, an employee shall have the right to have a Union 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 he or she is potentially subject to discipline. This right shall not apply to any meeting, such as to review a performance evaluation form, where the employee's active participation is not required.

Section 9. The Union will furnish the City with a list of Union Stewards and their jurisdictions.

Section 10. For the purpose of investigating, filing and processing grievances, the applicable Stewards or other Union officers will be allowed time off with pay. Requests for such time off shall be made in advance to the supervisor and shall not be unreasonably denied. This provision is based on the understanding that the time will be devoted to the prompt handling of

legitimate grievances or other legitimate representation functions, and that the employee will continue to work at normal assignments at other times.

Section 11. When, pursuant to the provisions of Article 36, Duration, negotiations take place for the purpose of negotiating a successor to this Agreement, the City will pay up to three (3) employees designated by the Union for the time spent by them in negotiations during working hours.

Section 12. During formal orientation programs for new employees, the City shall advise employees of their representation by the Union and their obligations under the Article on Union Security.

Section 13. Printing Of the Union Contract

Within thirty (30) days after the signing of this Agreement, the Library Department will provide copies of the contract and shall distribute such to all present and newly-hired employees covered under the terms of and during the life of this Agreement. The parties agree to share the cost of materials needed, if any.

**ARTICLE 3**  
**UNION DUES**

Section 1. Employees shall tender weekly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made the third week of each succeeding month.

The following form shall be the proper form authorizing the deduction of dues:

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SPRINGFIELD ORGANIZATION OF LIBRARY EMPLOYEES  
AUTHORIZATION FOR PAYROLL DEDUCTION

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I, \_\_\_\_\_, hereby request and authorize the City of Springfield Payroll Department to deduct from my earnings each week the amount of \_\_\_\_\_. This amount shall be paid to the treasurer of the Springfield Organization of Library Employees represents payment of my Union Dues and/or Agency Service fee. I further authorize any change in the amount to be deducted which is certified by the above named Association as a uniform change in its Union Dues structure.

This authorization shall remain in effect unless terminated by me upon sixty (60) days advance notice to the Association and the Employer or upon termination of my employment.

Signature of Employee.:

Department.:

Home Address.:

Telephone Number.:

Social Security Number.:

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Section 2. Agency Service Fee. In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. Ch. 150E s. 12), effective thirty (30) days after the signing date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee.

Such fee shall be paid weekly commensurate with the periodic dues charged by Springfield Organization of Library Employees to its members.

The Union will indemnify, defend and hold the City harmless against any and all claims made, and against any suit instituted against the City on account of any check-off of Union dues or agency fee provision.

The Union agrees to refund to the City any amount paid to it in error on account of the check-off and agency fee provision upon presentation of proper evidence thereof.

The Union certifies that this Collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

The proper form authorizing the deduction of **Agency Service Fee** is included above

**ARTICLE 4**  
**RESPONSIBILITIES OF MANAGEMENT**

**Section 1.** The City and the Union agree that the rights and responsibilities to operate and manage the business and the affairs of the Library Department are vested exclusively in the City subject to the specific restrictions in this Agreement. These rights and responsibilities include (by way of illustration) the right to determine, control and change work operations and practices, service quality inspections and standards, service and shift schedules, work and shift assignments, hours of work and distribution of overtime, the work week and the work day, the size and the organization of the staff; to control, determine and change the manner and the extent to which the City's equipment, facilities and properties shall be operated, laid out, increased, discontinued temporarily or permanently in whole or in part, decreased or located and to introduce, operate and change new or improved methods, facilities, techniques and processes; to establish, expand, reduce, alter, combine, consolidate or abolish any department, operation, or service; to select, test, train, supervise and evaluate ability and qualifications of employees; to upgrade, downgrade, change, transfer, leave unfilled or abolish particular job positions or classifications; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment whether or not involving work which might be done by employees covered by this Agreement; provided that no employee shall be terminated or laid off or have his/her hours reduced because his or her job duties have been contracted out; to establish, distribute, modify and enforce rules of staff conduct, security and safety and manuals of operating procedures and safety and security regulations; to maintain discipline and order and to maintain or improve efficiency; to employ, lay off, discharge, assign, retire, discipline, transfer, suspend and promote its employees; provided, however, that prior to the implementation of any layoff of non-probationary employees, the City will give the Union as much notice as is reasonable, and on request, will meet with the Union to discuss any suggested alternatives; and provided further, that no employee shall be terminated or laid off because his or her job duties have been assigned to an unpaid volunteer; to determine, control and change the quality, the quantity and the nature of its services; and all other authority pertaining to the operation and management of the business and the affairs of the City that are not specifically limited or given in this City to the Union. The failure by the City to exercise any of the rights as provided in this Section shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law right of the City and management to control, direct, manage and make changes in the operations and the affairs of the Library Department. Except when it can be reasonably shown that conduct or action by the City is in violation of a specific provision of this Agreement, the right to operate and manage the business and the affairs of the Library Department, to direct the staff, and to unilaterally exercise the rights and authority as provided and illustrated in this Section shall not be subject to the grievance procedure, nor to arbitration, nor to advance collective bargaining; provided, however, that the City acknowledges the reserved right of the Union to require discussion and negotiations as to the effects on the employees of the exercise of such rights or authority.

**ARTICLE 5**  
**NO DISCRIMINATION**

**Section 1.** The City and the Union agree that the provisions of this Agreement shall be applied without regard to race, color, religion, creed, sex, national origin, age, handicap, or sexual orientation.

Any charges of discrimination in violation of this Article shall be subject to the contractual grievance and arbitration procedure of Article 15.

**ARTICLE 6**  
**NO STRIKE CLAUSE**

**Section 1.** The Union agrees that it will not, for any reason, including a political protest, an alleged unfair labor practice or any other reason whether or not a matter subject to the grievance procedure of this Agreement, directly or indirectly, cause, encourage, sanction, or support any strike, sympathy strike, boycott, picketing, withholding of services or any other concerted interruption of or interference with the operations of the Library Department; provided, however, that no employee will be required to perform the duties of other Library Department employees who are lawfully on strike, and provided further that no employee will be required to cross a lawful picket line established at the premises of other employers.

**Section 2.** The City agrees that it will not lock out the employees during the term of this Agreement.

**Section 3.** The Union agrees that in the event of any violation of Section 1 of this Article by any employee or employees, the Union will not ratify, condone or lend support to such conduct or action. The City may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of this Article. Such action by the City shall not be subject to the grievance and arbitration provisions of this Agreement except as to the question whether the employees disciplined or discharged did in fact participate in or encourage or were responsible for such violation.

**Section 4.** In the event that any employee or employees engage or participate in any of the prohibited conduct described in Section 1 of this Article, the Union shall promptly, upon notice, instruct such employee or employees to cease such action, to return to work immediately and to comply promptly with the provisions of this Article.



**ARTICLE 7**  
**WAGES**

**Section 1. COLA** – Employees will receive a COLA and the pay scale shall be accordingly adjusted in the following fashion:

Effective and retroactive to July 1, 2018                      2%

There is hereby incorporated by reference and made a part hereof an Appendix “B”, which contains the schedules of salaries and classifications of employees in the bargaining unit.

In order to be eligible for a retroactive payment under this contract an employee must have been on the Library Department payroll on the effective date of the increase and on the Library Department payroll on the date of ratification by the Springfield City Council.

Senior Shelves will not receive the above referenced wage increases. Effective and retroactive to January 1, 2019 Senior Shelves will receive \$12.00/hour. In order for an employee to be eligible for retroactive pay an employee must be on the Library Department payroll on the effective date of the increase and on the Library Department payroll on the date of ratification by the City Council.

1. A one-time signing bonus will be paid to eligible bargaining unit employees who are employed by the City on January 9, 2019. Said payment will be made within 30 days of ratification by the City Council in 2019. The payment will be: \$600.00 for employees with 15 or more years of service in the Springfield Library Department as of January 9, 2019; \$400.00 for employees with 10 years of service but less than 15 years of service in the Springfield Library Department as of January 9, 2019; and \$300.00 for employees with 5 years of service but less than 10 years of service in the Springfield Library Department as of January 9, 2019.

**Section 2. Use of Non-City Motor Vehicles**

The Library Department may designate certain positions for which the use of a non-City owned motor vehicle is required. An employee who, with the prior approval of his or her supervisor, uses his or her motor vehicle for City business shall be reimbursed at the rate as determined by the City Comptroller per mile driven.

**Section 3. Change in Classification**

(a) When an employee is appointed, promoted or transferred to a new classification with a higher salary range, he or she shall enter the new class at that step in the salary range assigned to the new classification which next exceed his salary in his old classification by at least five percent (5%). If such an employee returns to a position in his old classification, he shall re-enter at that step in the salary range assigned to his old classification which he would have attained, including step raises, had his service in the old classification remained uninterrupted and shall retain his old anniversary date.

(1) When an employee is appointed or transferred to a new classification with no change in salary range, he shall enter the new classification with no change in salary or anniversary date. If such an employee returns to a position in his old classification, he/she shall re-enter at that step in the salary range assigned to his old classification which he should have attained, if uninterrupted, and shall regain his old anniversary date.

(2) When an employee is appointed, demoted, or transferred to a new classification which is in a lower salary range, he shall enter the classification at the highest step and rate in the new range to which his years of service in the same or a higher grade would entitle him/her and which does not exceed his/her current salary or the maximum rate of the new range.

Section 4. Change in Salary Range

If the salary range assigned to a classification is raised, incumbents of all positions in that classification shall be placed at that step in the new range which has the same number as the step which they occupied in the old range.

Section 5. Clothing Allowance

Effective July 1, 2014, the maintenance personnel represented by SOLE shall receive each January 1, commencing January 1, 2015, a one hundred fifty (\$150) dollar clothing allowance which is given to defray the recognized special cost clothing for these maintenance personnel.

**ARTICLE 8**  
**HOURS OF WORK AND OVERTIME**

Section 1. The normal work week for full time employees shall consist of thirty-seven and one-half (37 ½) hours of work exclusive of lunch periods, but including breaks, within a calendar week beginning Sunday at 12:01 a.m. and ending Saturday at 11:59 p.m. Part time employees shall be paid at an hourly rate based upon a thirty seven and one-half (37.5) hours work week.

Section 2. Scheduled Sunday work shall be compensated on a premium basis, at the rate of time and one half (1 ½) time the full time employee's straight time hourly rate computed on a 37.5 hour work week average pay basis. Part time employees shall be paid at the rate of time and one-half (1 ½) their hourly wage, based on a thirty seven and one-half (37.5) hour week.

Section 3. Nothing in this Article shall be construed as a guarantee that any particular schedule or number of hours of work will be available.

Section 4. Schedule Preference

Schedule preference will be granted on the basis of seniority within the sub-unit as vacancies occur, provided the employee possesses the special qualifications and training

necessary for professional coverage. Attached as Appendix "C" is a list of the agreed-upon units and sub-units.

Section 5. The City will endeavor to provide any affected employee with the earliest practicable notice of any change in his or her work schedule which the Director or his or her designee deems necessary due to illness, unanticipated absences or other cause. Acceptance of a change in schedule shall be voluntary on the part of the employee, except that the least senior qualified and available employee in the department may be required to accept such change. Except after discussion with the Union and by mutual agreement, an employee's schedule shall not be substantially changed to include more than two (2) evenings of work unless in accord with past practice.

Section 6. (a) All hours worked in excess of forty (40) hours in one calendar week or in excess of eight (8) hours in one day (ten (10) hours in the case of a four (4) day schedule) shall be compensated at the rate of one and one-half (1 ½) times the employee's straight time hourly wage rate. Authorized time worked over thirty-seven and one-half (37 ½) hours and up to forty (40) hours shall be compensated at one (1) hour of paid time off for each such hour worked.

(b) Compensatory time shall be taken with the approval of the Library Director, or his/her designee, but approval shall not be unreasonably withheld or delayed. Compensatory time shall not accumulate over fifteen (15) hours.

Section 7. An employee shall not be denied overtime compensation 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 he was absent without pay.

Section 8. There shall be no pyramiding or hourly duplication of premium pay and/or overtime. For the purpose of calculating the straight time hourly wage rate, the weekly salary of any full time employee shall be divided by thirty seven point five (37.5), the number of hours for which the employees are paid. For the purpose of calculating the straight time hourly wage rate, the weekly salary of any part time employee shall be divided by thirty seven point five (37.5).

Section 9. All overtime work must be with the approval of the supervisor. 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 City may require the least senior departmental employees who are qualified and available to perform overtime work.

Section 10. The City agrees that it shall not, for the purpose of avoiding overtime payments, curtail the scheduled hours of an employee during the remainder of a week in which the employee has previously worked hours beyond his or her normal schedule.

Section 11. Reporting Pay

In the event an employee reports to work at the scheduled time and is sent home for lack of work, the employee will be entitled to payment of four (4) hours of work at the employee's

straight time rate. This payment shall not apply in any case where the City has notified the employee twelve (12) hours in advance.

Section 12. Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of two (2) hours pay at his/her regular hourly overtime rate.

Section 13. Meal Period

A minimum one-half (1/2) hour to a maximum of one (1) hour meal period shall be scheduled by the supervisor as close to the middle of a full shift as possible, considering the needs of the Library Department and of the employees.

Section 14. Wash-Up Time

Employees shall be afforded reasonable wash up time before the meal period and at the end of the workday.

Section 15. Breaks

Rest periods of a maximum of fifteen (15) minutes shall be provided for each employee during each one-half work shift.

Section 16. Flex-time work schedule.

Employees working in non-public service positions may discuss with their supervisor a flex-time work schedule. A flex-time work schedule may be agreed upon, although the City reserves the right to void such an agreement for operational reasons. The City's decision to void a flex-time work schedule agreement will not be subject to the provisions of Article 15.

Section 17. On Call

The parties agree to continue the past practice of paying the unit member Maintenance Employees who are assigned to be on-call, a stipend of one (1) hour's straight time pay for the day assigned.

**ARTICLE 9**  
**CREDIT UNION**

Section 1. The City agrees that it will continue the present payroll deduction plan with the Springfield, Massachusetts Municipal Employees Credit Union.

**ARTICLE 10**  
**SENIORITY**

**Section 1.** The City recognizes the principle of seniority, and agrees that seniority be a significant factor in decisions involving selection or preference as provided elsewhere in this Agreement. Seniority shall be determined by the total length of unbroken service in the bargaining unit.

**Section 2.** In the event of a layoff, employees with the lesser amount of seniority in each similar position classification shall be laid off or demoted at his option first. Rehiring shall be by in inverse procedure in that employees to be laid off last shall be the first to be rehired.

**Section 3.** Seniority shall no longer accrue, and all status as an employee and all eligibility for the benefits applicable to employees in the bargaining unit shall cease and terminate:

- (a) If the employee quits or resigns;
- (b) If the employee retires;
- (c) If the employee is discharged;
- (d) If the employee qualifies for payments under the permanent disability provisions of the Retirement System, or of the Worker's Compensation law effective at the time the appropriate agency determines such eligibility for payments;
- (e) If the employee is not recalled for work within two (2) years from the date of a layoff;
- (f) If the employee does not report for work as scheduled after a layoff or suspension or does not report for work within seven (7) days after mailing by the City of a notice of recall sent by Certified Mail to the address last known to the City;
- (g) If the employee files a false or fraudulent application for any of the benefits provided in this Agreement;
- (h) If an employee, while receiving benefits under this Agreement other than vacation, engages without written permission in any form of gainful employment, gainful self-employment, or activities which could adversely affect the employee's recovery or return to work; or
- (i) If the employee is absent from work for five (5) scheduled work days without notifying the City.

**Section 4.** Employees who are rehired within two (2) years after a layoff shall have all previously accrued seniority restored to them that they had at the time of layoff.

**ARTICLE 11**  
**PROBATIONARY PERIOD**

**Section 1.** The first six (6) months of an employee's employment plus lost time due to illness or leave of absence will constitute a trial period during which no transfer, layoff, suspension, discipline, or discharge shall be deemed a violation of any provisions of this Agreement or a cause for or subject to the grievance procedure or arbitration as provided in Article 15 on behalf of said employee. No employee is guaranteed employment for the duration of a trial period.

**Section 2.** Upon agreement with the Union, the City may extend the trial period. A probationary employee shall not be eligible for paid leave, personal leave, or vacation during the first six months of employment. However, upon satisfactory completion of the said period, vacation entitlement will be deemed to have begun to accrue as to his first day of employment.

**ARTICLE 12**  
**HOLIDAYS**

**Section 1.** Each employee who qualifies under the provisions of Section 2 of this Article shall receive one (1) normal day's pay at the regular straight time wage rate for the following days:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	The day before Christmas
Independence Day	Christmas Day

In addition, the Library Department will close at 5:00 p.m. on New Year's Eve day and the day before Thanksgiving. If scheduled to work until 8:00 p.m. on either of these days, employees can either come in early or take a half-day of vacation.

**Section 2.** The holiday pay for each of the holidays provided in this Article shall be paid only to an employee who has actually worked on his or her full scheduled working day immediately before and immediately after the holiday, unless the failure to work on either or both of said scheduled days was due to a bona fide illness or injury requiring medical treatment by a licensed physician or confinement. The Library Department may require a statement, on a form furnished by it, signed by the attending physician, if any, certifying the inability of the employee to work on his scheduled work day because of the illness or injury.

**Section 3.** Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to holiday pay if the holiday is celebrated on their regularly scheduled work day.

**Section 4.** The holidays, as provided in this Article, will be observed on the day prescribed, or as in applicable state or federal statutes.

Section 5. If any paid holiday occurs when an otherwise eligible employee is on vacation or on a full-time employee's regularly scheduled day off, the employee will be entitled to either (a) an equivalent paid day off at another time as mutually agreed upon between the employee and his or her supervisor, or (b) extension of the employee's vacation period by one additional day, depending on the operational needs of the unit and of the employee's department.

Section 6. If an employee is required to work on a holiday, all hours actually worked will be paid at the overtime rate, and this shall be in addition to the holiday pay to which the employee was entitled had he or she not worked on the holiday.

### ARTICLE 13 VACATION LEAVE – USE FOR PERSONAL BUSINESS

Section 1 (a). Each **full time employee** who has completed the probationary period and who is on the active payroll of the Library Department and who has worked for the six months in the calendar year prior to January 1<sup>st</sup> will be granted a vacation allotment on January 1st annually as follows:

- Unit members will receive two (2) weeks of vacation until they have completed five (5) years of service.
- Beginning their sixth year of service unit members will be entitled to three (3) weeks of vacation until they have completed ten years of service
- Beginning with their eleventh year of service unit members will be entitled to four (4) weeks of vacation until they have completed twenty years of service
- Beginning with their twenty first year of service unit members will be entitled to five (5) weeks of vacation

(b) Each **part-time employee** who has completed the probationary period and who is on the active payroll of the Library Department and who has worked for the six months in the calendar year prior to January 1st will be granted a vacation allotment of ten (10) pro-rata days on January 1st annually until they have completed five (5) years of service. Beginning their sixth year of service unit members will be entitled to three (3) weeks of vacation on a pro-rata basis. Beginning their eleventh year of service unit members will be entitled to four (4) weeks of vacation on a pro-rata basis. Beginning their twenty first year of service unit members will be entitled to five (5) weeks of vacation on a pro-rata basis.

(c) Unit members, who as of the ratification date of this agreement by the Springfield City Council in 2017, who currently have a vacation allowance greater than that referenced in article 13.1 (a) or (b) above will continue to accrue vacation at that rate until they reach the next threshold for an increase (e.g. an employee with two years of service and three weeks of vacation as of 1-1-17 will continue to earn three weeks of annual vacation until they have completed ten years of service at which time they will accrue four weeks of vacation).

Section 2. Pro-rated vacation:

An employee who has been employed by the City of Springfield for less than six (6) months and does not qualify for a full vacation under Section 1 of Article 13, on January 1<sup>st</sup> shall be granted paid vacation leave as follows for each aggregate week he/she has actually worked for the City during the twelve months preceding the first of January in such year.

Employees with service of six (6) months but less than five (5) years, .1923 of working day.

Employees with service of more than five (5) years, but less than ten (10) years, .2884 of a working day.

Employees with service of more than ten (10) years, but less than twenty years of service, .3846 of a working day.

Employees with service of more than twenty (20) years, .4807 of a working day.

In all of the above instances, partial days shall be disregarded. In no case may the partial vacation so earned exceed the vacation the employee would have been entitled to had he/she actually worked the full thirty weeks. Partial vacations are not to be considered earned or granted until the first of January of a given year.

Unit members, who as of the ratification date of this agreement by the Springfield City Council in 2017, who currently have a vacation allowance greater than that referenced in article 13.2 will continue to accrue vacation at that pro rata rate until they reach the next threshold for an increase (e.g. an employee with two years of service and three weeks of pro rata vacation as of 1-1-17 will continue to earn three weeks of pro rata annual vacation until they have completed ten years of service at which time they will accrue four weeks of pro rata vacation).

Section 3. The parties agree to meet on a quarterly basis to review accrual rates (use of accrued vacation).

Section 4. Vacation pay will be based on the employee's straight time hourly wage rate.

Section 5. Vacation schedules shall be established by the Department. Employees must inform their supervisors of their requested vacation periods at least two (2) months in advance. In the case of a conflict of available dates requested, the employee with the greater seniority will be given preference. Employees who request vacation leave less than two months in advance shall be accommodated, if consistent with the staffing needs of the Department, on a first-come, first-served basis.

Section 6. Employees may divide their vacation days into any number of separate periods, in no less than half day (1/2) increments, giving reasonable advance notice to and approval by the Supervisor in light of staffing needs.

Section 7. Employees are entitled to up to three (3) personal days each year, which, with prior approval of the supervisor, may be taken for the purpose of attending to personal business which cannot reasonably be attended to on the employee's own time. Said personal



days will be deducted from the employee's accrued sick leave. In the event that an employee has no accrued sick leave they will not be eligible to use a personal day.

**Section 8.** If an employee while on vacation becomes seriously ill and unexpectedly requires confinement in a hospital, the employee may apply for sick leave to cover the absence from work and reschedule his or her remaining vacation days. If an employee, while on vacation, suffers a bereavement for which bereavement leave under Article 17 would be available, the employee may apply for such leave and have the days taken for such leave restored to vacation credit.

**Section 9.** An employee who leaves the employment of the Library will be paid all accrued vacation leave.

**Section 10.** An employee's scheduled day off or vacation or personal leave may be changed for operational reasons, although the Library and the Union may meet to determine if those operational needs can be met in an alternative way.

#### **ARTICLE 14** **ARBITRATION OF DISCIPLINARY ACTION**

**Section 1.** The City agrees that no employee who has completed his/her probationary period will be disciplined, demoted, given a disciplinary suspension, transferred involuntarily for disciplinary reasons or given a written letter of discipline without just cause. An administrative suspension pending investigation into allegations of misconduct shall not be considered disciplinary.

**Section 2.** A grievance over disciplinary action described in Section 1 shall be filed at Step 2 of the grievance procedure within five (5) working days of the date the action was taken. In the event, however, that the employee, a Union representative and the Director or his designee have discussed the matter in advance of the disciplinary action, the grievance may be submitted at Step 3 of the grievance procedure.

**Section 3.** Any grievance or arbitration arising under this Article shall be conducted on an expedited basis and the provisions of Article 15 shall be modified as follows:

(a) The selection of the arbitrator shall be made within thirty (30) days of the date the request for arbitration is made, or from the date the first panel of arbitrators is received from the American Arbitration Association, whichever is later

(b) The Library and the Union agree to cooperate and schedule the hearing at the earliest reasonable date and to limit the time delays for other procedural matters, including the filing of briefs.

**Section 4.** (a) In any arbitration case involving discipline as described in Section 1, where the discipline was based upon the professional judgment of the supervisor and Director that the employee's professional job performance or skills did not meet minimum standards, the American Arbitration Association will be asked to select a panel of arbitrators, if any, with professional credentials in the field or substantial experience with professional standards of

performance in the field. Nothing in this Agreement shall be interpreted to prevent the parties from selecting an arbitrator by any other method by mutual agreement

(b) The arbitrator shall be strictly limited to determining (1) whether, on all the evidence, a reasonable person would conclude that it was more probable than not that the employee(s) committed the act, engaged in the conduct, or failed to perform the duties which act, conduct, or failure was the reason or reasons assigned as the cause for the discipline, and (2) whether such act, conduct, or failure reasonably constitutes cause for discipline.

Section 5. The Library shall apply factors, such as length or quality of service, operational requirements, need or special ability to mitigate the severity of discipline. The arbitrator may substitute his judgment for that of the Library with respect to mitigation in any case where he finds the Library has acted unreasonably in exercising such judgment.

Section 6. Disciplinary policy. The parties agree that discipline should be corrective rather than punitive. In accordance with this philosophy, the Department adopts a progressive discipline policy as outlined herein.

- i. An employee may be disciplined for performance or conduct issues including, but not limited to: incompetence, inefficiency, dishonesty, insubordination, unacceptable work performance, discourteous treatment of the public, convictions on a criminal charge, any unacceptable behavior or accumulation of minor infractions, other willful acts of misconduct, or for unauthorized borrowing or stealing of City tools, equipment, material and property, violence, threats, harassment, excessive absenteeism, conduct unbecoming a member of the Department or any action, whether on duty or off duty, that brings disrepute upon the City. This list is meant to be a representative example of the kinds of behavior and performance deficiencies that will lead to disciplinary action. It is by no means exhaustive.
- ii. The Steps of the Department's Progressive Discipline Policy are as follows:
  1. First Offense: Oral Warning/Counseling Session
  2. Second Offense: Written Warning
  3. Third Offense: One - Five Day Suspension
  4. Fourth Offense: Termination
- iii. In cases where the conduct or performance so warrants, the Department may bypass any or all of the above steps regardless of whether previous infractions or performance issues exist.

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

**Section 1.** Only matters involving the question whether the Employer is complying with the express provisions of this Agreement shall constitute a grievance under this article.

**Section 2.** Grievances shall be processed as follows:

**Step 1.** The Union representative with or without the aggrieved employee shall present the grievance orally to the employee's immediate supervisor outside of the bargaining unit, who shall attempt to adjust the grievance informally.

**Step 2.** If the grievance is not settled at Step 1, it shall be presented in writing to the Department Head within eight (8) calendar days from the date of the presentation at the Step 1 level.

**Step 3.** If the grievance is not settled within ten (10) calendar days from the date of written presentation at the Step 2 level, the grievance shall be submitted within (10) calendar days to the Human Resources and Labor Relations of the City.

**Step 4.** If the grievance is not settled within ten (10) calendar days from date of presentation at the Step 3 level, the Union may submit the grievance to arbitration. Such submission must be made within sixty (60) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid sixty (60) calendar days period, written notice of said submission must be given to the Employer by delivery in hand, or by mail to the Human Resources and Labor Relations Department.

Nothing contained within this Article shall preclude the parties from meeting and settling said grievance.

**Section 3.** The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

**Section 4.** Written submissions of grievances at Step 2 shall not be in less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances.

If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 5. If at the end of twelve (12) calendar days next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented as Step 1 of the procedure set forth herein, the grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance with a Step or to present it to the next Step in the procedure shall not have been taken within the time specified therefore in Section 2 above.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement. The arbitrator's award shall be in writing and shall set forth his findings of fact, reasoning and conclusion. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or ordinance or which is in conflict with express provisions of this Agreement or of any rules and regulations of any retirement board established by law.

The award of the arbitrator shall be submitted to the Employer and the Union, and subject to law, shall be final and binding upon the Employer, the Union and the aggrieved employee.

Section 8. Choice of Remedy: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of a permanent employee, the grievance may be appealed either to Step 3 (Human Resources and Labor Relations) of the grievance procedure or, at the option of the employee, to a procedure such as: Veterans Preference, or Fair Employment.

The aggrieved employee shall indicate in writing directly or through the Union which procedure is to be utilized - Step 3 of the Grievance Procedure or another appeal procedure and shall sign, or cause a statement to be signed, to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 (arbitration) of this Article.

Section 9. A grievance, by mutual agreement of the parties, can be initiated directly to Step 2 or Step 3 of the grievance procedure if the Employer's representative at Step 1 or Step 2 does not have the authority to satisfactorily resolve the grievance.

Section 10. The breach of any of the provisions of Article 6 shall, at the option of the Association, forthwith terminate the obligation of the Association to arbitrate the dispute underlying the breach.

Section 11. The City need not arbitrate, and will not be bound by any arbitration award involving a matter also subject to potential Civil Rights, OSHA, or National Labor Relations Act litigation, unless the City is first satisfied that such other procedures and avenues of litigation have been effectively waived by the affected employees and by the Union on a form agreed to by the parties.

**ARTICLE 16**  
**GROUP INSURANCE AND PENSION**

Section 1. The City will continue its participation in the governmental-administered group insurance and retirement programs in effect in the City of Springfield.

The Union agrees to the Health Insurance Plan implemented by the City of Springfield on April 1, 2005. The union agrees to waive and forego any claim, grievance, arbitration or appeal regarding the change in health insurance benefits implemented April 1, 2005.

**ARTICLE 17**  
**BEREAVEMENT LEAVE**

Section 1. Upon the death of a spouse, child, parent, brother, sister, grandparent, grandchild, or parent of spouse or other permanent member of the household of an employee, the employee shall be entitled to leave without loss of pay for up to three (3) working days to make funeral arrangement and attend the funeral. One (1) day off without loss of pay shall be granted to attend funeral of a relative other than immediate family. Such leave may not extend beyond the day following the funeral and payment shall only be made for those days on which the employee was scheduled to work. Requests for paid leave to attend services for close friends, staff members or other persons will continue to be granted within the discretion of the Director. Upon request, the Library Department may arrange for longer periods of absence with or without pay for individual employees.

**ARTICLE 18**  
**VOTING TIME**

Section 1. Provided that the employee gives notice sufficiently ahead so that schedules can be altered if necessary, the City will arrange an employee's schedule to permit the employee to vote in local, state and federal elections should there be good and sufficient reasons which prevent the employee from being able to vote while off duty.

**ARTICLE 19**  
**JURY DUTY LEAVE**

Section 1. Any employee who is called to and reports for jury duty shall have his regular salary continued during the period of jury service. The employee will be paid only for time lost on regular work days. In order to receive payment for jury time, the employee must give the Director prior evidence of his summons and must furnish satisfactory evidence from the Clerk of Courts of the time served and amounts paid. Jury pay, when received from the government, is to be paid over to the City of Springfield, which shall return to the employee any amounts earned on days the employee was not scheduled to work, plus any amounts constituting expense payments. Nothing herein shall be applied so that an employee shall receive in jury pay and regular pay more than his normal wages. In order to receive benefit of this provision, employees are expected to report to work whenever they are released from jury duty for the day or part thereof during the normal work day. This Article does not apply in cases where the employee voluntarily applies for jury duty. The employee who is on jury duty shall continue to have his/her normal day off; that is, his or her normal day shall not be changed.

**ARTICLE 20**  
**LEAVE OF ABSENCE**

Section 1. An employee may submit a written request for a leave of absence to the Director for any reasonable purpose and length of time. The approval of such leave, and the decision whether such leaves will be with or without pay and other benefits, shall be matters for the determination of the Director.

**ARTICLE 21**  
**MATERNITY LEAVE**

Section 1. Maternity leave shall be consistent with Massachusetts law and the federal Family and Medical Leave Act. The Family and Medical Leave Act leave shall run concurrently with all other leaves.

**ARTICLE 22**  
**RELIGIOUS LEAVE**

Section 1. Provided a request is made prior to the scheduling of work for the day in question and provided that the staffing requirements of the department can reasonably be accommodated, the City will grant time off to an employee to attend religious observances. Such time off will be with pay but shall not exceed a total of five (5) days in any one (1) calendar year.

**ARTICLE 23**  
**EDUCATIONAL BENEFIT**

Section 1. Any regular employee working twenty hours a week or more, with at least six months service in that status may apply in advance for tuition reimbursement for job related courses or workshops. Approval will be at the discretion of management and will not unreasonably be denied. Reasons for denial include budgetary limitations, inappropriateness to Library objectives or other grounds.

The annual limit per employee is five hundred (\$500) dollars per calendar year, which will be reimbursed after the employee submits documentation of successful completion of the course/workshop.

**ARTICLE 24**  
**SICK LEAVE**

Section 1. Full time employees hired on or after January 1, 2014 shall accrue sick leave at the rate of one (1) day per month of completed service. In total employees can earn up to 12 sick days per year. Part-time employees hired on or after January 1, 2014 shall earn a pro rata share.

Full time employees hired before January 1, 2014 shall accrue sick leave at the rate one and one-quarter (1 ¼) days for each month of completed service. Part-time employees shall receive a pro rata share of sick leave. In total employees can earn up to 15 sick days per year.

Section 2. Upon the death or termination of employment of an employee eligible for a pension under the City's pension/retirement plan, the employee or his/her estate shall be paid Thirty Dollars (\$30) for each unused day of sick leave which he/she has earned under this Agreement, up to the maximum accumulation.

Section 3. Sick leave may be used only for personal illness or injury, except that it may be used for dental, optical, or routine medical appointments when such appointments cannot reasonably be scheduled during an employee's off-duty hours.

Section 4. Sick leave credit may be used for illness in the immediate family or household in the event of (a) a sudden illness of an emergency nature in the employee's immediate family or household; (b) the employee's attendance at home is required; and (c) relief at home is secured as soon as possible.

Section 5. To be eligible for sick leave, the employee must notify his or her supervisor as soon as possible in the event of an illness. Appointments must have the advance approval of the employee's supervisor, which approval will not be unreasonably denied.

Section 6. Only days on which an employee would have worked are charged against sick leave credits. In the event that an employee has more than four (4) occasions of sick leave usage in a fiscal year or when an employee is absent three (3) consecutive days or more or has suffered an injury a return to work might exacerbate, the Director may require the employee to produce a statement from a physician before authorizing sick leave or permitting the employee to return to work. For the purposes of this Article an occasion is defined as a single use of sick leave regardless of length of absence.

Section 7. Employees hired after July 1, 2014 shall accrue sick leave at a rate of one (1) day per month of completed service. Part-time employees hired after July 1, 2014 who are regularly scheduled to work, will have this rate pro-rated.

Section 8. Sick Leave Abuse Both the City and the Union agree that sick leave abuse will not be tolerated. Sick leave is not to be used for, or to extend, vacations; it is not to be taken in patterns of time off nor is it to be used when an employee (or family member as defined in section 4) is not ill. The City shall initiate disciplinary action for employees engaged in sick leave abuse. If an employee uses sick leave for purposes other than legitimate illness or injury, the employee may, at the City's discretion, be subject to discipline up to and including discharge.

## **ARTICLE 25** **EXTREMES OF WEATHER**

Section 1. In case of an emergency, extremely uncomfortable working conditions or inclement weather affecting road conditions, the safety of the employees shall be of paramount importance and some or all City Departments may be closed, opened late, or not opened at all with no loss of pay to the employees involved. Announcements of closings and late openings will be made through the media, as well as by telephone. Announcements will be made for the Library employees. Employees designated as emergency duty personnel shall report only as necessary to perform the emergency duty and then be sent home.

**ARTICLE 26**  
**VACANCIES, JOB POSTING & BIDDING**

**Section 1.** A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, termination, or the availability of new positions.

**Section 2.** If the City determines to fill a vacant position covered under the terms of this Agreement, it shall post a notice of the vacancy on its website for a period of at least ten (10) work days. The notice shall include the classification, pay grade, general job description, shift and application closing date. The ten (10) day posting period may be modified by mutual agreement of the parties. The Union President will be notified of all posted vacancies.

**Section 3.** The Employer will hire the best qualified candidate for any vacancy the Employer determines it will fill. In the event that the Employer determines that two or more internal candidates are equally qualified and are the best candidates, the most senior candidate shall be awarded the position.”

**Section 4.** Seniority, for purposes of promotion, shall be measured by the length of actual and continuous service in the bargaining unit. For the purposes of transfer, seniority shall be measured by the length of actual and continuous service in the grade within which transfer is sought, or in a higher grade

**Section 5.** Within twenty (20) days of the expiration date of a job posting, the Employer will notify applicants of its decision. The Union agrees to assent to reasonable Employer requests for extensions of this time limit. The Employer shall select the best qualified applicant for the position, pursuant to Section 3. If the Employer selects an employee with less seniority than another applicant, the Union and the senior employee shall receive a written explanation of the reasons for non-selection.

**Section 6.** An employee who is promoted in accordance with this Article shall have a four (4) week trial period during which the employee shall be entitled to revert back to his or her former position at his or her own option or if requested by the City. Upon a determination that the employee is not satisfactorily completing the duties of the position the employee shall revert back to his former position.

**Section 7.** An employee who is assigned to a permanent supervisory or administrative position outside the bargaining unit shall, within thirty (30) calendar days of the date of said assignment, have the option of returning to the bargaining unit without loss of seniority accrued up till the date of said assignment. Such vacancy created by the assignment shall not be left unfilled for the potential reassignment of the employee involved.

**Section 8** The Employer may establish new qualifications, and may modify or eliminate existing or past qualifications for existing job vacancies, subject to the requirement that the change be for legitimate operational purposes and that it not be done for arbitrary or capricious reasons, and subject to the Union’s right of notice one (1) week in advance of posting.

**Section 9.** Positions which are anticipated to be vacant shall not be posted prior to the written notice of voluntary termination from the employee in the position.



Section 10. Without regard to any other provision in this Article, if the City determines to fill a temporary position which is expected to remain filled for not less than one (1) year; it shall post a notice of the vacancy on the COS for a period of three (3) work days. The notice shall include the job title, a general description of the position responsibilities, the pay grade, the shift and the application period. The selection of the City will be based on the ability of the applicant to perform the responsibilities of the position without training. The decision of the City will not be subject to the provisions of Article 15.

## ARTICLE 27 TEMPORARY TRANSFERS

Section 1. An employee who is assigned in writing to perform temporary service (other than for the purpose of vacation fill-in) in a position classified in a grade higher than the grade of his or her regular position shall, commencing with the eleventh (11th) consecutive day of actual service in such higher position be compensated at the rate of the higher position in all respects other than the accrual of vacation credits. Such compensation shall be retroactive to the first day of the assignment.

Section 2. The temporary assignment of an employee under Section 1 shall not exceed six (6) months in duration or in the case of maternity leave one (1) year.

Section 3. An employee who is assigned the duties of a position in a lower pay grade for reasons other than a demotion or voluntary transfer shall continue to be compensated at his or her regular rate.

Section 4. Vacation, as used in Section 1, shall not include vacation taken as terminal leave. Where a vacancy is filled temporarily and then posted under Article 26, the experience gained by the transferee shall not be considered by the Director in assessing applications for the position.

## ARTICLE 28 TEMPORARY AND PART-TIME EMPLOYEES

Section 1. The City shall have the right to employ temporary and/or part-time employees subject to the restriction imposed in this Article.

Section 2. Full-time temporary employees are those who are appointed to positions which are expected to be vacant for, or in existence for, a specific time period of three (3) months or less, except in cases of medical, Union, or maternity leave replacement when it shall be for the duration of such leave. Full-time temporary employees will be eligible for holiday pay on the same basis as other employees, but are not eligible for vacations or paid leaves of absence set forth in this Agreement nor for the group insurance or retirement plans except as otherwise provided for by statute.

Section 3. Part-time employees are those who are regularly scheduled to work less than thirty (30) hours per week. Part-time employees are entitled to retirement or group insurance benefits but shall be entitled to all other benefits on a pro rated basis. Part-time

employees who work less than twenty (20) hours a week shall not be entitled to retirement or group insurance benefits.

Section 4. Full-time employees are those who are regularly scheduled to work thirty (30) to thirty-seven and one-half (37.5) hours a week. Employees who work at least thirty (30) hours but less than thirty-seven and one-half (37.5) hours a week shall receive all full fringe benefits, except that of Sick Leave which shall be on an eighty percent (80%) basis.

Section 5. The hiring or employment of persons excluded from the coverage of this Agreement under this Section shall not result in the reduction of hours, termination, or layoff of any employee covered under the terms of this Agreement.

#### **ARTICLE 29** **LABOR-MANAGEMENT MEETINGS**

Section 1. The Union shall designate a standing Committee of three (3) employees to discuss matters of mutual interest on a paid time basis on a proposed agenda to be submitted to the Union or City from time to time at the request of either party. Such meetings shall be held at the immediate convenience of both parties if possible or a specific meeting date is established within ten (10) days from the date upon which such agenda is received. This clause is not considered part of the grievance procedure and shall be limited to no more than twelve (12) meetings a year.

#### **ARTICLE 30** **PARKING**

Section 1. Should the City determine to make any permanent changes during the term of this Agreement, limiting the current availability of free parking for staff, no announcement or implementation of such change will take place without at least one (1) month's notice to the Union.

#### **ARTICLE 31** **SAFETY AND HEALTH**

Section 1. The City agrees to make available to all employees and maintain at no cost to the employees required safety equipment and safety clothing which meets or exceeds the standards established by appropriate laws or regulations. The Union and the employees agree that all employees will wear or use and will be reasonably responsible for such equipment or clothing and that safety procedures or other rules as established in connection with these laws and regulations will be observed.

Section 2. An employee who sincerely believes and alleges that an unsafe condition exists on a job beyond the normal hazards inherent in the operation, such that he is in danger of injury, may be promptly assigned to another available job for which he is qualified in the opinion of the Library.

Section 3. It is agreed as a matter of propriety that before the Union or any employee files or causes to be filed a complaint alleging that the Library has violated any governmental

safety or health regulation with the appropriate governmental agency, that the employee or the Union will bring to the direct attention of the Safety Committee the alleged facts or basis for said complaint and discuss with the Committee potential feasible corrective action.

Section 4. The City will advise the employees in each building of the location of First Aid equipment and the designated rest area for individuals who become ill.

Section 5. The City may take reasonably appropriate action to require substance abuse testing and follow-up procedures in appropriate cases, consistent with the law and City policy generally applicable to all employees.

Section 6. In emergency conditions, the employer may declare, at its sole discretion, that non-essential personnel may not have to report to work. The employer shall determine which employees are non-essential. The parties understand that due to the nature of said emergency, the determination of whether or not a position is non-essential may be changed by the employer. Employees who are determined to be non-essential in a given emergency will not be required to report to work and will receive their regular compensation for that day. Employees contact their supervisor to determine their status unless their supervisor has already declared their position an essential one. (The parties agree that the Maintenance Supervisor classification is an essential position, but that at the Employer's discretion, the Maintenance Supervisor(s) may not be called in to work during inclement weather).

Section 7. Uniforms. The City reserves the right to require it's employees to wear uniforms. Employees who are not required to wear uniforms shall wear neat, clean, business attire. Employees are expected to dress in a manner that is normally acceptable in similar environments.

- a. Employees should not wear suggestive attire, athletic clothing, shorts, flip-flops, T-Shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a professional appearance.
- b. Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.
- c. Sideburns, moustaches, and beards should be neatly trimmed.
- d. Tattoos above the neckline are prohibited. Tattoos that are below the neckline which are offensive or inappropriate as solely determined by the Department Head must be covered and not visible while working. Body piercings (other than earrings) should not be visible.

## **ARTICLE 32** **STAFF TRAINING**

Section 1. The City and the Union agree that there shall be Staff Training Committees responsible for the development of recommendations to the Director for the establishment, change and review of programs designed to maximize the skills and knowledge of the professional staff.

Section 2. The Staff Training Committees shall consist of two (2) representatives appointed by the Director, two (2) representatives of the Union, and a Chairperson who shall vote only in the event of a tie and who shall be appointed by the Director.

Section 3. The Director shall respond in writing to all written recommendations of the Committees.

Section 4. Staff training in the Library unit shall continue in that the opportunity to attend with pay conferences, seminars, briefing sessions, or other functions of a similar nature intended to improve or upgrade the individuals' professional ability and skills will not, subject to budgetary limitations, be unreasonably denied. The normal expenses of approved attendance shall be paid for by the Employer.

### ARTICLE 33 MISCELLANEOUS

Section 1. 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 his or her scheduled hours on that day.

Section 2. Each employee is responsible for keeping the City informed as to any change in the employee's address or phone number as well as any substantial change in the condition of his or her health. The City may rely for all purposes on the correctness of the information on records to be maintained in the office of the Director or, in the case of branch libraries, in the office of the branch. Each employee shall have the right to check the accuracy of such information in the City records at reasonable intervals.

Section 3. (a) Each employee shall have the right, upon request, reasonably to examine and copy any and all material, including any and all evaluations, contained in the Personnel File maintained by the Director concerning such employee. The Union shall have access to the same record if given written authorization by the employee involved.

(b) The employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the Personnel File. The Director will review such challenge and will make the desired change or note in his or her disagreement with the challenge, as the case may be, with a copy to the employee.

Section 4. The City shall endeavor to supply each employee with adequate locker or similar secure facilities convenient to his or her work area.

Section 5. The City agrees to supply all tools and equipment for employees to the extent provided at the time this Agreement becomes effective. The employee will be responsible and accountable for proper use and care of the City tools and equipment.

Section 6. Employees enrolled with the knowledge and consent of the Director in work-related courses in institutions of higher learning, or engaged in in-service training programs, will not have their schedules changed so as to conflict with such courses, except in emergency situations.

Section 7. When an employee marries or becomes the domestic partner of another employee of the City and both work in the same Central Library Department, or branch, one of the couple, at their selection, will be required to leave the position location. The City agrees to

place the affected individual on a preferred basis in a similar position at another location when such position becomes vacant on the same shift or schedule.

Section 8. The City will continue its efforts to provide reasonable security for its employees; providing, however, that employees who suffer injuries on City premises are eligible to receive Workers' Compensation and have no other rights for damages against the City.

Section 9. No employee shall be expected to perform specific duties unless provided with appropriate tools, materials, equipment and supplies. The City will endeavor to ensure that employees in the Bookmobile or working other than normal business hours shall have access to telephones or other communications equipment.

Section 10. Whenever any evaluating material is inserted into the Personnel File or records of an employee, such material shall be shown to the employee who shall certify by signature that he has read it.

An employee may file a grievance based on a personnel evaluation. 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 3(b) of this Article shall also apply to this Section.

Section 11. The Employer agrees to accept and deliver to Union officials mail in accordance with City mail services, policies and procedures.

Section 12. MUP Withdrawal. SOLE agrees to drop any and all suits, unfair labor practices specifically those presently pending before the Commission identified as MUP 05-4342 and MUP 04-4217, grievances, arbitrations and the like related directly and solely to the wage freeze(s) implemented on or before February 1, 2006 and modification of the health care plans which were implemented April 1, 2005.

Section 13. Ratification This Agreement is subject to Ratification by the Union and the City.

Section 14. Bi-Weekly Payroll The City may elect to switch to a two (2) week payroll and shall provide the Union and employees with 90 days notice prior to making the change.

Section 15. Direct Deposit The Employer reserves the right to pay all members of the bargaining unit through direct deposit. If the employer exercises this right the employer will give the affected employees and the Union two (2) weeks notice. Employees will be required to complete documentation and provide the employer with necessary account information to arrange for direct deposit. In the event that an employee does not have a bank account the employer reserves the right to pay the employee by crediting a debit card with the employees pay earned during the pay period.

Section 16. Residency The parties agree that all employees hired on or after July 1, 2014 are subject to the City ordinances regarding residency as revised and amended.

Section 17. The employer may elect to provide payroll advices to employees, on a voluntary basis, through email or through web access. The employer shall provide the Union with 30 day's notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address (should the employer opt to provide these through email) to arrange for the transmission of this information.

#### ARTICLE 34 SAVINGS CLAUSE

Section 1. 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; provided, however, that no provision of any grant shall supersede any provision of this Agreement. Disputes arising under this Article shall be discussed with the Director or his designee and may be submitted by the Union to expedited arbitration.

#### ARTICLE 35 ATTENDANCE INCENTIVE

Section 1. Effective January 1, 2019: The calendar year is hereby broken down to consist of three incentive periods:

Period One: The period between January 1 and April 30 inclusive.

Period Two: The period between May 1 and August 31 inclusive.

Period Three: The period between September 1 and December 31 inclusive.

Section 2. An employee who is not absent more than one day due to a disqualifying absence or who is tardy not more than three (3) instances in excess of fifteen (15) minutes per instance in an incentive period, shall earn an incentive day that incentive period.

Section 3. Such earned incentive day shall be taken within the next succeeding incentive period. There shall be no accumulation of an earned incentive day to any succeeding incentive period.

Such incentive leave shall be granted by the Employer at such time as in its opinion will cause the least interference with the performance of the regular work of the City.

In no event will days earned hereunder be convertible into monetary buyback.

Section 4. For purposes hereunder, the following are to be categorized as disqualifying absences:

1. Absence due to sick leave beyond one day or two occasions of any amount of time in the incentive period.
2. Absence due to worker's compensation lost time within a period.
3. Absence due to unauthorized leave within a period.
4. Absence due to a leave of absence or maternity leave within a period.
5. Absence due to a suspension beyond 1 day.

**Section 5.** For the purposes hereunder, the following are to be categorized as **qualifying absences:**

1. An absence due to authorized vacation leave or a day taken pursuant to this program.
2. An absence due to jury duty leave.
3. An absence due to contractually authorized union business leave.
4. An absence due to authorized bereavement leave provided for contractually.
5. An absence due to Holiday leave.
6. An absence due to personal leave.
7. An absence due to authorized military leave, authorized time for Civil Service examination, and time lost to attend an industrial accident board meeting.

### **ARTICLE 36** **DURATION**

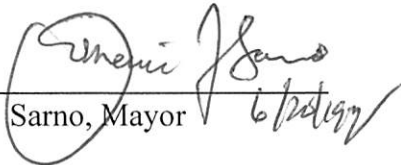
**Section 1.** After ratification by the Union and by the City Council, this Agreement shall become effective as of July 1, 2018 and shall continue in full force and effect through June 30, 2019.

**Section 2.** The City agrees to propose and sponsor legislation regarding the term of the collective agreement(s) (i.e. allowing for contract term longer than three years in duration). The Union agrees it will endorse and support such legislation.

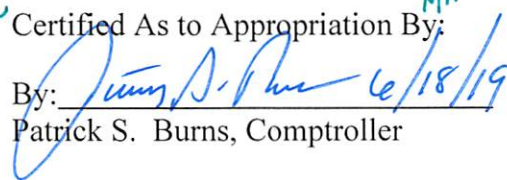
IN WITNESS WHEREOF, the City of Springfield has caused these present to be signed in its name and behalf by Dominic J. Sarno, its Mayor, and the Springfield Organization of Library Employees caused these presents to be signed in its name and behalf by its officers duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

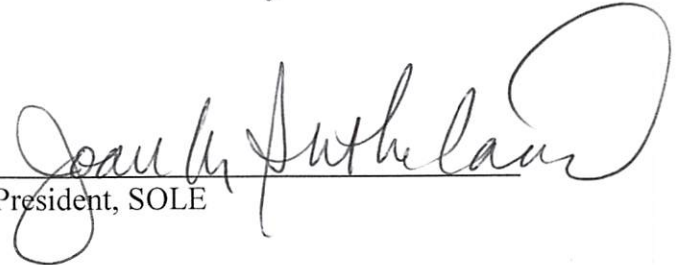
**CITY OF SPRINGFIELD**

**SPRINGFIELD ORGANIZATION OF LIBRARY EMPLOYEES**

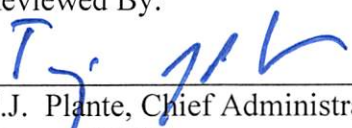
By:   
Domenic J. Sarno, Mayor

By:   
Dan Kantany, Counsel to SOLE

<sup>N/A</sup>  
Certified As to Appropriation By:   
Patrick S. Burns, Comptroller

By:   
President, SOLE

IN PROPER FORM AND PROPERLY EXECUTED:  
By:   
Associate City Solicitor

Reviewed By:   
T.J. Plante, Chief Administrative and Financial Officer



**APPENDIX "A"**

**SOLE POSITION CLASSIFICATIONS**

<b>Salary Range Number</b>	<b>Classification</b>	
4.0	Senior Shelver	1024
4.5	Library Senior Page	1019
5.0	Library Senior Clerk (Part-time) Library Senior Clerk	1018
8.1	Library Acquisitions Clerk	1010
	Library Copy Cataloger	1013
	Library Principal Clerk, Branch	1017
	Library Principal Clerk, Interlibrary Loan	1014
	Office Assistant	1015
13.9	Maintenance Supervisor	2432

**APPENDIX B**  
**WAGE SCHEDULE**

Title	Job Codes		Range	Annual Salary	Hourly Rate
2% Effective July 1, 2018					
Senior Shelver	1024		4.0		\$11.00
Library Senior Page	1019	Full Time	4.5	\$25,135.16	\$12.88
		Part Time			\$12.88
Library Senior Clerk	1018	Full Time	5.0	\$30,579.79	\$15.68
		Part Time			\$15.68
Library Acquisitions Clerk	1010	Full Time	8.1	\$33,729.67	\$17.29
Library Copy Cataloger	1013				
Library Principal Clerk, Branch	1017				
Library Principal Clerk, Computer Lab	1012				
Library Principal Clerk, Interlibrary Loan	1014				
Office Assistant	1015				
Maintenance Supervisor	2432	Full Time	13.9	\$49,034.43	\$25.14

\*2% does not apply to Senior Shelver Art. 7. Effective 1/1/19 Senior Shelver will be \$12.00

**APPENDIX "C"**

**UNITS AND SUB-UNITS**

**CITY LIBRARY**

1. Administration
2. Adult and Information Service
3. Borrower's Services
4. Children's Services
5. East Springfield Branch  
Brightwood Branch
6. Forest Park  
Mason Square Branch  
East Forest Park Branch
7. Information Technology Department
8. Read/Write/Now
9. Sixteen Acres Branch  
Library Express at Pine Point Branch  
Indian Orchard Branch
10. Technical Services/Collection Development

## APPENDIX "D"

### TELEPHONIC AND ELECTRONIC COMMUNICATIONS SYSTEMS POLICY

City of Springfield Library Department Telephonic and Electronic Communications Systems, including computer hardware, software, fax machines and phone systems are valuable assets. They should be used for City business only. You may not copy or use City of Springfield's purchased/leased software contrary to the interests of the City of Springfield for purposes other than the business reason for the purchase or lease. The City strongly discourages the use of its communication systems for personal or non-business related use. Violation of this policy may be grounds for disciplinary action.

From time to time, your supervisor, manager or another authorized employee may access your computer, voice mail, E-mail or stored E-mail information files to better serve our needs or to make certain that they are being used properly and in compliance with this policy. Email messages, and all computer data files, are considered City files and not the property of any individual. The use of a password is to control access to City equipment and is not intended to create a right or expectation of privacy.

No City property, including computers, may be used for any unlawful purpose or to offend, harass, abuse, or otherwise communicate offensive, unlawful, or inappropriate messages or messages in violation of the City's policy prohibiting harassment, including sexual harassment. Nor may they be used to access material unrelated to the performance of the business of the City. Employees should be aware the "E-mail" messages can be retrieved and even subpoenaed for litigation and government compliance investigations.

Employees may not introduce personal equipment, software or documents executed on personal computers into Association systems. Association equipment, i.e., laptop computers, must be used when conducting offsite City business. At no time is it acceptable for employees to integrate work compiled on personal computers/software into the Association files except with adequate virus protection and the advance written approval of your supervisor.

Employees who violate this policy are subject to disciplinary action according to City of Springfield policy procedures.

## APPENDIX E

### POLICY ON LAYOFF PROCEDURE

#### Reductions in Force:

The employer agrees that for Year One (FY-06) there will be no reductions in force (e.g. layoff, privatization, reduction in hours,/days/weeks/months, etc.)

The employer will notify the Union sixty (60) days prior to any reductions in force.

The following policy reflects the understanding between the Union and the City as to the procedure to be followed in cases of multiple layoffs. It is understood that prior to such layoffs, the parties will meet to review this policy and make alternate arrangements where appropriate, by agreement. It is specifically understood that the time frame within which displacement options are to be considered and elected by affected employees (Section G) should be enlarged where practical.

An employee whose job is no longer available to him or her may displace an employee with less seniority through the Displacement Process. The Displacement Process allows the person who is laid off to assume a position which remains after layoffs, thereby displacing an individual out of his/her assignment.

The Displacement Process is necessary where there are a large number of layoffs.

- A. Displacement cannot occur into or out of the bargaining unit.
- B. With few exceptions, displacement may occur only within departmental units of the Library. For purposes of this reduction in force/staff, department units are:
  1. the library system
- C. A person laid off may displace the least senior person in the lower pay grade, provided, however, that a part-time employee may not displace a full-time employee.
- D. Interdepartmental displacement may occur when the laid off senior employee has prior direct experience within the past three (3) years in the position into which he or she may exercise displacement rights. Otherwise, all others limits may apply.
- E. The senior employee must be able to perform the responsibilities of the position he or she is taking, including any specific assignments or skills given to that position, without retraining and within one working day to become oriented to the new job. Prior direct experience in that job within the last three years is considered the principal measure of presence of skills necessary for assumption of job functions within one day. Examples of specific assignments include bilingual or computer-based information systems responsibilities.

- F. All employees on layoff status will be contacted, (in order of seniority) and advised of positions for which he/she is eligible to exercise displacement rights.
- G. The displacement option will remain open for one day, i.e. overnight, and will only be offered one time.
- H. If an employee has exercised the displacement option and then changes his or her mind once this move has been made, he or she would then return to layoff status, and would not be called again for further displacement options.
- I. Staff with temporary reevaluation to higher grade levels will be eligible to exercise displacement rights from their permanent pay grade, not the temporary grade.

### RECALL PROCEDURE

1. If a position with the same job title becomes available, through retirements, resignations, etc., employees on layoff status will be recalled to fill these vacancies in reverse order of layoffs.
2. You will be kept on the recall list for a period of two (2) years. It is very important that you keep us advised of your current address and telephone number during this period.
3. Recall cannot occur into or out of the bargaining unit.
4. People on layoff will also be notified of vacancies in similar positions at the same or lower pay grade.
  - a. IMPORTANT: If you are offered a similar position in the same pay grade and you refuse the position, you may lose your unemployment benefit rights. (unless hardship can be proven, e.g., no transportation to the new location).
  - b. If the position you are offered is in a lesser pay grade, or involves fewer hours of employment and you do not accept it, unemployment benefit rights are not usually affected.
5. If you are recalled for or offered a position, you will have three (3) days to accept or decline.