

**AGREEMENT BY AND BETWEEN**

**CITY OF SPRINGFIELD**

**AND**

**LOCAL 1596 -A and STATE COUNCIL 93  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**FROM: JULY 1, 2020 TO JUNE 30, 2021**

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## **AGREEMENT**

Agreement made at Springfield, Massachusetts between the **CITY OF SPRINGFIELD**, hereinafter called the "City", and **LOCAL 1596-Unit A and STATE COUNCIL #93 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL 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 professional 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 professional employees pursuant to the Certification in Case No. 1-RM-965 issued by the National Labor Relations Board on September 17, 1976:

"All professional employees employed by the Employer at its main locations at 220 State Street, Springfield Massachusetts, and at its Springfield, Massachusetts branch locations at 21 Osborne Terrace, 380 Belmont Avenue, 44 Oak Street Indian Orchard, 204 Boston Road, 1187 Parker Street, 765 State Street, and 200 Birnie Avenue, 136 Surrey Road locations but excluding all other employees, confidential employees guards and supervisors as defined in the Act."

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 Division of Labor Relations. 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 leaves 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 stationery, 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.

### Section 13. Printing Of The Union Contract

Within thirty (30) days after the signing of this Agreement the City will post this contract on its internet.

## **ARTICLE 3** **UNION DUES:**

Section 1. Employees may opt to join AFSCME Local 1596A by authorizing the deduction of weekly dues in writing. The written authorization for such Union dues deduction may be revoked only upon sixty (60) days' written notice from the Employee to the Employer and to the Union. If an employee opts to join same the Employer agrees to withhold weekly Union dues and transmit same to the Union monthly

**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 14.

#### **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 **Salary Increases** – Effective July 1, 2020 increase wages for all employees by two percent (2%). In order to be eligible for retroactive monies an employee must be on payroll on the effective date and the date of ratification by the Springfield City Council. (See Attached Wage Schedule –Appendix B).

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.

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. Effective September 1, 2015, 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 IRS reimbursement rate of fifty seven and one-half cents (.57 1/2) per mile traveled. Should the IRS rate be reduced the rate for reimbursement will also be reduced. Effective July 1, 2017 the rate established by the City Comptroller shall be the private vehicle mileage reimbursement rate. Employees will ordinarily not be required to use their motor vehicles for City business.

Section 3. **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. Supervisor of Borrower's Services position is upgraded to Grade 14.1 effective on July 1, 2013. The attached job description is hereby adopted by the parties.

## **ARTICLE 8**

### **HOURS OF WORK AND OVERTIME**

Section 1. The normal work week for full time day shift employees shall consist of thirty-seven and one-half (37½) 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 workweek.

Section 2. Scheduled Sunday work shall be compensated on a premium basis, at the rate of one and one-half (1½) times the full time employee's straight time hourly wage 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 (1½) 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 case of a four (4) day schedule) shall be compensated at the rate of one and one-half (1½) times the employee's straight time hourly wage rate. Authorized time worked over thirty-seven and one-half (37½) hours and up to forty (40) hours shall be compensated at one hour (1) of paid time off for each such hour worked.

(b) Compensatory time shall be taken with the approval of the Library Director, 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. Hourly rates for each position are reflected in Appendix B.

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 (½) 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 14.

## **ARTICLE 9** **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 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 10** **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 14 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 11** **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	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 use vacation or personal time, subject to

their supervisor's approval. Employees with twenty-five (25) years of service with the Library Department shall receive their anniversary date as an additional holiday.

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 eighteen and one-half (18.5) or more hours per week shall be entitled to holiday pay if the holiday is observed 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 12** **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 of twenty (20) days on January 1<sup>st</sup> annually.

(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 1<sup>st</sup> will be granted a vacation allotment of twenty (20) pro-rata days on January 1<sup>st</sup> annually.

### 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 months (6) months but less than five (5) years,  
– one third working day.

Employees with service of five (5) years but less than ten (10) years,  
– one half (½) working day.

Employees with service of ten (10) years, two-thirds (2/3) of a working day.

Employees with service of twenty (20) years, three-fourths (¾) of a work 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 considered earned or granted until the first of January of a given year.

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 one (1) hour increments, giving reasonable advance notice to and approval by the Supervisor in light of staffing needs.

Section 7. Employees are entitled to up to two (2) 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. An additional day will be provided to employees who have achieved twenty (20) years of service with the Department. Effective and retroactive to July 1, 2016 employees who have completed twenty-two (22) years of service with the Department shall be entitled to a total of four (4) personal days annually. Employees who earn a fourth (4<sup>th</sup>) personal day may use it for any purpose.

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 13** **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 14 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 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 14** **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 ten (10) calendar days to the Human Resources and Labor Relations Department 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 thirty (30) calendar days after the expiration of the ten (10) calendar days referred to herein.

Within the aforesaid thirty (30) 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. A grievance shall be presented at Step 1 of the procedure set forth herein within twelve (12) calendar days following either the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later. If the grievance has not been presented under such procedure within the twelve

(12) day period referenced above, the grievance shall be deemed to have been waived. It shall also be deemed to have been waived if the grievance is not presented at any successive step in this Article within the time periods specified herein.

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 Department) 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 6.1 shall, at the option of the City, forthwith terminate the obligation of the City 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 15**  
**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 16**  
**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 the funeral of an aunt or uncle of the employee. 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 17**  
**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.

**ARTICLE 18**  
**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 Court 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 off shall not be changed.

**ARTICLE 19**  
**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.

Section 2. Full time employees shall be eligible for benefits under the Family and Medical Leave Act (FMLA), provided they work 1,250 hours per year and meet the other eligibility requirements. Laura Normand will be “grandfathered” while she is employed in a part-time status and does not need to meet the 1,250 hours worked requirement and will be eligible for FMLA leave if she meets the other eligibility requirements.

**ARTICLE 20**  
**PARENTAL LEAVE**

Section 1. Parental leave. Employees are entitled to a parental leave of absence. This includes, upon completion of three (3) months of service, eight (8) weeks of unpaid leave for the purpose of birth, adoption or foster placement of a child under 18 years of age, or under 23 years of age if the child is mentally or physically disabled. The Family and Medical Leave Act leave shall run concurrently with all other leaves.

**ARTICLE 21**  
**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 to religious observances. Such time off will be with pay but shall not exceed a total of two (2) days in any one (1) calendar year.

**ARTICLE 22**  
**EDUCATIONAL BENEFIT**

Section 1. Any staff member as a Library Associate at pay grade 9.1 who earns the Master of Library and Information Science (MLIS) degree during his/her tenure as Library Associate will be upgraded to a Grade 14.1 as soon as he/she presents documentation of receipt of MLIS degrees from an American Library Association accredited master degree program. Upon vacancies of such positions, the Library reserves the right to fill such vacancy with either a Grade 9.1 or Grade 14.1 position.

**ARTICLE 23**  
**SICK LEAVE**

Section 1. 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. In total employees can earn up to 15 sick days per year. Part-time employees shall receive a pro rate share of sick leave.

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.

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 where an employee is absent three (3) or more days or has suffered an injury which a return to work might unnecessarily

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.

Section 7. Sick Leave Abuse. 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 24** **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. 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 25** **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 send an email notice to all members of the bargaining unit at least ten (10) days before filling same. The notice shall include the shift, classification, pay grade, general job description, earliest date of appointment and application closing date. The ten (10) day posting period may be modified by mutual agreement of the parties.

Section 3. The employer shall first review the applications of all members of the bargaining unit. In the event that the employer determines that there is a better qualified candidate from outside the bargaining unit, the employer shall hire that candidate.

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. When competing applicants for lateral transfer and promotion are both qualified, the former shall be awarded the position regardless of seniority.

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 senior qualified applicant for the position. 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 request, the City will provide the employee with written notice of the reasons for rescinding the promotion and the employee will revert to his/her prior position. The employee may file and process a grievance regarding the rescission of the promotion if such rescission was arbitrary or capricious.

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 email a notice to all members of the bargaining unit at least three (3) work days before filling same. 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 14.

## **ARTICLE 26**

### **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 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 25, the experience gained by the transferee shall not be considered by the Director in assessing applications for the position.

## **ARTICLE 27** **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 Parental 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-five (35) hours a week. Employees who work from thirty (30) to thirty-five (35) 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 28**  
**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 29**  
**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 30**  
**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. The City will establish a five (5) person Safety Committee which will meet at least on a quarterly basis in order to identify problems, develop recommendations for improvement, draft rules and regulations for adoption by the Library, and assist in the enforcement of such rules and regulations. The Union will appoint two (2) representatives to the Committee, which will also consist of three (3) management appointees, one (1) of whom shall be the Chairman. The Safety and Health Committee will convene to discuss and make recommendations regarding an employee's responsibility in the event of an emergency.

Section 3. 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 4. 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 Library Director

the alleged facts or basis for said complaint and discuss with the Library Director potential feasible corrective action.

Section 5. 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 6. 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 7. Dress Code. Employees 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, cut-off 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.
- c) Sideburns, moustaches, and beards should be neatly trimmed.
- d) Body piercings (other than earrings and nose studs) should not be visible.
- e) Tattoos above the neckline are prohibited. Tattoos that are below the neckline which are offensive or inappropriate as solely determined by the Library Director must be covered and not visible while working.

### **ARTICLE 31** **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 32**  
**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 employees' 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 Ratification: This Agreement is subject to Ratification by the Union and the City of Springfield.

Section 13 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 14 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 employee's pay earned during the pay period.

Section 15 Residency. The parties agree that all employees hired on or after January 1, 2014 are subject to the City ordinances regarding residency as revised and amended.

Section 16 Payroll Advices. Upon the implementation of mandatory direct deposit the employer may elect to provide payroll advices to employees, on a voluntary basis, through email. The employer shall provide the Union with 30 days' notice prior to making this change. All employees voluntarily opting for electronic payroll advices shall provide the Payroll Department with an email address to arrange for the transmission of this information.

**ARTICLE 33**  
**SCOPE OF AGREEMENT**

Section 1 The parties acknowledge that during their negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. The parties agree that nothing contained in this article is intended to, or shall be construed in a manner that would, waive the rights and obligations of the City/and or union under M.G.L.c. 150E. Specifically, the exercise by the City of its management rights is subject to the right and obligation of the city and union to negotiate in good faith under section 6 of M.G.L.c.150E.

Section 3. No addition to, alteration, modification, or waiver of any provision of this Agreement or any and all side agreements which are incorporated by reference hereto shall be valid, binding, or of any force or effect unless (a) referenced to or contained within this Agreement and its appendixes, or (b) made in writing and executed by the City and the by the Union subsequent to the date execution of this Agreement.

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

**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**  
**DURATION**

Section 1. After ratification by the Union and by the City of Springfield, this Agreement shall become effective as of July 1, 2020 and shall continue in full force and effect through June 30, 2021.

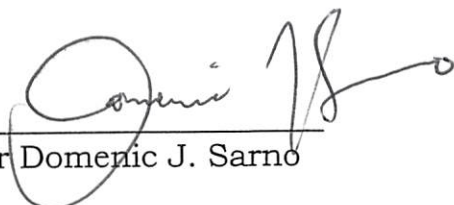
Section 2. Should the City propose and sponsor legislation regarding the term of the collective bargaining agreements(s) (i.e. allowing for contract term longer than three years in duration) the Union agrees it will endorse and support such legislation.

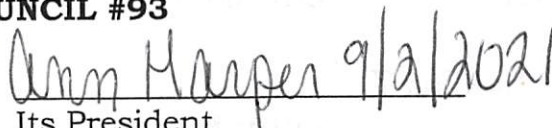
Section 3. Should either party hereto desire to terminate this Agreement upon its expiration date, the party desiring to do so shall give notice in writing to the other party by certified mail at least sixty (60) days prior to such expiration date, but no more than ninety (90) days prior hereto.


IN WITNESS WHEREOF, the City of Springfield has caused this Agreement to be executed in its behalf by Domenic J. Sarno, its Mayor, duly authorized; and the State Council #93 and Local #1596-A, American Federation of State, County and Municipal Employees, AFL-CIO have caused this Agreement to be executed in their behalf respectively, by Jessica Wemette, Council Representatives and by the Local Bargaining Committee, each duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

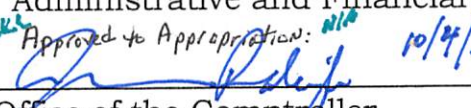
**CITY OF SPRINGFIELD**

**LOCAL 1596-A AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
COUNCIL #93**

By:   
Mayor Domenic J. Sarno

By:  9/2/2021  
Its President

By:   
Timothy J. Plante, Chief  
Administrative and Financial Officer

By:  10/24/21  
Office of the Comptroller  
*Approved to Appropriation: 10/24/21*

By:  9/21/21  
Jessica Wemette, Staff Representative

In Proper Form and Properly Executed:

By:  10/09/21  
Assistant City Solicitor

**APPENDIX "A"**  
**AFSCME 1596-A CLASSIFICATIONS**

<b>Grade</b>		<b>Class. Code Number</b>	<b>Salary Range</b>
GRADE 6	Library Preparation Specialist	8043	8.3
GRADE 7	Volunteer Coordinator and Administrative Support Assistant Library Associate	8046 8007	9.1 9.1
GRADE 8	Children's Librarian	8005	14.1
	Reference Librarian	8008	14.1
	Adult Literacy Teacher	8044	14.1
	Library Cataloguer	8031	14.1
	Informational Technology Specialist	8021	14.1
	Library Supervisor of Borrower's Services	8040	14.1
	Library Volunteer Literacy Tutor Coordinator		14.1
GRADE 9	Children's Services Supervisors Community Relations Coordinator	8047	16.1
	Digital Services Librarian	8006	16.1
	Teen Services Librarian	8010	16.1
	Training Librarian	8009	16.1
GRADE 9.5	Branch Supervisor	8041	
GRADE 10	Technical Services Supervisor	8023	17.9
	Library Information Services Supervisor	8062	17.9



**APPENDIX "B"**  
**Wage Schedules**

AFSCME Council 93, Local 1596A Pay Plan					
	MUNIS				
Title	JOB				
Effective July 1, 2020: 2%	CODES		Range	Annual Salary	Hourly Rate
<b>Grade 6</b>			1-Jul-20		
Library Preparation Specialist	2426	Full Time	<b>8.3</b>	\$ 37,683.37	\$ 19.3248
		Part Time - 20 Hours		\$ 20,098.00	\$ 19.3248
		Part Time - 18.5 Hours		\$ 18,590.52	\$ 19.3248
<b>Grade 7</b>					
Volunteer Coordinator and Administrative Support Assistant	XXXX	Full Time	<b>9.1</b>	\$ 41,153.36	\$ 21.1043
		Part Time - 20 Hours		\$ 21,948.68	\$ 21.1043
Library Associate	2425	Part Time - 18.5 Hours		\$ 20,302.36	\$ 21.1043
<b>Grade 8</b>					
Children's Librarian	1922	Full Time	<b>14.1</b>	\$ 49,547.40	\$ 25.4088
Reference Librarian	2427	Part Time - 20 Hours		\$ 26,425.36	\$ 25.4088
Adult Literacy Teacher	2421	Part Time - 18.5 Hours		\$ 24,443.12	\$ 25.4088
Library Cataloguer	1013				
Library Informational Technology Specialist	3210				
Library Supervisor of Borrower's Services	2428				
Library Volunteer Literacy Tutor Coordinator	2441				
<b>Grade 9</b>					
Community Relations Coordinator	1923	Full Time	<b>16.1</b>	\$ 54,663.59	\$ 28.0325
Children's Services Supervisor	2429				
Teen Services Librarian	2461				
Digital Services Librarian	2424				
Training Librarian	2430				
<b>Grade 9.5</b>					
Branch Supervisor eff. 1/1/2019	2422	Full Time	<b>17.0</b>	\$ 57,473.20	\$ 29.4733
<b>Grade 10</b>					
Technical Services Supervisor	1929	Full Time	<b>17.9</b>	\$ 60,282.82	\$ 30.9141
Library Information Services Supervisor					

**APPENDIX "C"**  
**UNITS AND SUB-UNITS**

**City Library**

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

## **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. E-mail 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 City systems. City 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 City 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 and 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/week/s months etc.)

The employer will notify the Union sixty (60) day 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, departmental 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 other 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.

## APPENDIX F

### MEMORANDUM OF UNDERSTANDING

**Between**  
**CITY OF SPRINGFIELD**  
**and**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES, AFSCME COUNCIL #93, LOCAL #1596 "A"**

The above parties have agreed that the Library Department will follow the below specified provisions in the use of Substitute Library Staffing for 1596 A unit members for the purpose covering Vacations, Sick leave absences, Vacancies, Personal leave, Bereavement leave, Jury Duty, Military leave, and all other contractual leaves; including staff development or sanctioned Library conferences/meetings. **The pool may also be utilized to staff special projects related to cataloging by adding a staff person, not replacing an absent cataloger.**

**I Substitute Classifications:**

- A. Librarian
- B. Library Associate
- C. Adult Literacy Teacher

**II Experience Requirements:**

- A. Librarian - MLS degree required; Experience in a C/WMARS or Integrated Library System environment desired
- B. Library Associate – BA/BS degree required; Recent experience with an Integrated Library System environment desired
- C. Adult Literacy Teacher – Master’s Degree in Education or related Field.

**III Recruitment and Hiring:**

- A. Advertise on the City of Springfield Jobs website.
- B. Advertise on a library listserv intended to reach area libraries.
- C. Advertise Adult Literacy Teacher on System for Adult Basic Education Support Website.
- D. All applicants must submit online employment applications to the Human Resources & Labor Relations Dept. Conduct brief telephone interviews with potential, qualified applicants to determine availability and screen applicants. Unit members who have been laid off and have indicated a desire to be included into the Substitute Staffing Pool will not be subject to this review process.
- E. Conduct brief interviews with screened applicants.
- F. Human Resources & Labor Relations Dept. conducts CORI reviews of selected applicants.
- G. After passing CORI, substitutes are added to the list.
- H. Advertisements will be repeated as substitutes rotate out of the pool.
- I. Preference for substitute positions will be given to City residents, but because of the unique requirements of the positions, substitutes are not subject to the Residency Ordinance.
- J. While substitutes may fill in for short term vacancies (no greater than four months) they will not serve as long term replacements for staff vacancies. Such vacancies will be filled as quickly as possible. If the vacancy is not filled within the four month limit, the parties will meet and confer.

- K. For the duration of this agreement, unit members who have been laid off will have preference in substitute assignments and will not be subject to a CORI review if they have recently passed the CORI within appropriate time frames.

#### IV **Orientation/Training:**

- A. All substitutes will participate in a City orientation session for new employees at which City policies will be reviewed and forms will be filled out. They will also be given information about completing the State's online Conflict of Interest training program, which is required for all municipal employees in Massachusetts.
- B. All substitutes will receive either an individual or group orientation at the Central Library or Branch Library by the Department Manager, Department Supervisor or Branch Manager. Substitutes will be assigned to shadow an experienced staff member during the orientation session.
- C. All substitutes work two 4-hour "orientation shifts" at either the Central Library or a branch before receiving an assignment.
- D. Each department will prepare a "substitute notebook," which provides basic information about the specific location (how to answer phones, opening & closing procedures, staff directory for emergencies, etc.).
- E. Each substitute will be given a Library Department e-mail account and will be expected to check it regularly for "all staff" emails.
- F. Substitutes are welcome and encouraged to attend any in-house workshops that pertain to their position. Substitutes will not be compensated for their attendance at these workshops unless attendance is required by Library management.

#### V **Assignments:**

- A. All requests for substitutes are subject to review and approval by the Director's Office.
- B. Administrative Assistant will keep a file with contact information for each substitute, as well as each substitute's availability.
- C. **Department managers and/or Supervisors will first contact current full time and part time library staff members and City residents about their availability.**
- D. If no full or part time library staff members are available, the Manager or Supervisor will notify the Administrative Assistant who will contact substitutes and make assignments based on expressed availability and length of time since last assignment.
- E. No substitute will be scheduled to work more than 37 ½ hours per week
- F. Substitutes will not be placed in a supervisory role.

#### Vi **Benefits**

- A. Substitutes, other than current library staff, will be placed on payroll as temporary employees and are not eligible for health insurance or other benefits.
- B. Substitutes will complete a Library Department timesheet for each week that they work

#### VII **Evaluation & Retention:**

- A. It is each department manager's responsibility to notify the Director's Office if an individual substitute is not performing as expected. Substitutes may be taken out of the pool at the Department's discretion.

B. Substitutes will be asked to notify the Director's Office if they wish to be taken out of the substitute pool.