

AGREEMENT

BETWEEN THE

TOWN OF WEST SPRINGFIELD

AND

**WEST SPRINGFIELD PUBLIC LIBRARY
EMPLOYEES ASSOCIATION**

**Affiliated with MASSACHUSETTS LIBRARY STAFF ASSOCIATION,
LOCAL 4928, AFT, AFT MASSACHUSETTS, AFL-CIO**

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

This Agreement entered into by the Town of West Springfield, hereinafter referred to as the Employer or the Town, and West Springfield Public Library Employees Association affiliated with Massachusetts Library Staff Association, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.0 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and other conditions of employment for all full-time, permanent part-time, and pages, as employees of the West Springfield Public Library, hereinafter the Library, excluding the Director, Assistant Director, managerial, and confidential employees as defined by law, and all other employees. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union of changing any conditions contained in this Agreement.

ARTICLE 2 – UNION DUES AND AGENCY FEES

2.0 The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town in accordance with the provisions of Section 17A of Chapter 180 of the General Laws, as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer from time to time.

2.1 In accordance with the provisions of General Laws, Chapter 150E, Section 17G, the Employer agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided in paragraph one (1) of this Article.

2.2 The Town Treasurer shall transmit promptly each month to the Union Treasurer the deducted union dues, together with a list of the employees from whose wages such union dues have been deducted. And the Town Treasurer shall require of the Union Treasurer such bond and such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17A and 17G of Chapter 150E of the General Laws.

ARTICLE 3 – DISCRIMINATION AND COERCION

3.0 There shall be no discrimination by representatives of the Employer against any employee covered by the terms of this Agreement because of age, color, creed, disability, gender identity, national origin, race, sex, sexual orientation, military/veteran status, or union activity and that such employees shall receive the full protection of this Agreement.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.0 Any grievance or dispute which may arise between the parties concerning the application, or interpretation of this Agreement shall be settled in the following manner:

4.1 Step 1. The Union Steward and/or representative, with or without the aggrieved employee(s), shall take up the grievance or dispute in writing with the Library Director or his designee within five (5) working week days of the date of the grievance or his knowledge of its occurrence. The Director or his designee shall attempt to adjust the matter and shall respond to the Steward within five (5) working week days of receipt of the grievance.

4.2 Step 2. If the grievance still remains unadjusted, it shall be presented to the Mayor in writing within five (5) working days after the response of the Director is due. The Mayor shall meet with the parties within ten (10) working days and shall respond to the grievance in writing within three (3) working days of meeting. Time periods may be extended by mutual agreement. Pages will be accorded the Grievance Procedure up to but limited to Section 4.2, Mayor.

4.3 Step 3. If the grievance is still not resolved, either party may, within fifteen (15) working days after the reply of the Mayor is due, send written Notice of Intent to Arbitrate to the other.

4.4 The arbitrator shall be selected by mutual agreement of the parties within five (5) working days of the Notice of Intent to Arbitrate. If the parties fail to agree on a selection in the first instance, an official Notice of Intent to Arbitrate will be sent to the American Arbitration Association. The selection of an arbitrator shall be made in accordance with the applicable rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

4.5 The arbitrator shall have the authority to hear and resolve only grievances defined herein. Any grievance submitted to an arbitrator, over which he shall have no power to rule, shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The decision of the arbitrator shall be legal and binding upon the parties, subject to the rights set forth under Massachusetts General Laws, Chapter 150C.

4.6 Working days shall be defined as days when Town Hall is open for business.

ARTICLE 5 – SENIORITY

5.0 Seniority shall be defined for all employees in the bargaining unit as the continuous length of service in the unit. Part-time employee's service shall be pro-rated according to the average number of hours worked annually during a calendar year. In the event an employee leaves the bargaining unit and subsequently returns to work within one (1) year to the same position in the Library, he or she will be restored with his or her level of pay and any unused benefits. In the event an employee leaves the bargaining unit and subsequently returns to work after one (1) year, he or she will be required to work an amount of time equal to the time the employee was out of the bargaining unit, before the employee will receive seniority credit for time previously worked.

5.1 The parties to this Agreement recognize that the principal factors in job assignment are the efficiency and integrity of the Department. The Employer, however, in making non-promotional assignments, shall give due consideration to the employee's seniority, personal hardship, and particular abilities when making such assignments, and shall assign the senior qualified.

5.2 Seniority shall prevail in selecting vacations.

5.3 It is understood by the parties that any employee transferring into the bargaining unit from another Town department, excluding the school department, shall retain accumulated sick leave, vacation and personal time up to the maximum amount of each allowed by the Library collective bargaining agreement.

ARTICLE 6 – OVERTIME, CALL-IN AND EXTRA WORK

6.0 All assigned, authorized, or approved service, outside of a full-time employee's regularly scheduled hours of work (normally 7½ hours in one (1) day or 37½ hours in any one (1) week), shall be deemed overtime and when work is performed during such time, shall be compensated at the rate of time and one-half their straight time hourly rate of pay. Part-time employees will receive over-time when they exceed 7½ hours of work in any one (1) day or 37½ hours of work in any one (1) week.

6.1 Except as provided in Section 6.2 below, all full-time employees who have left their place of work on completion of their assigned work schedule and who are recalled for overtime work before their next scheduled starting time, shall be paid a minimum of four (4) hours pay at the rate of time and one-half their straight time hourly rate of pay provided the employee may be required to perform work for all hours paid.

6.2 When an employee is called in early to work prior to the regularly scheduled starting time for the employee and works continuously from the time of reporting to the normal starting time, such employee will receive overtime pay for the actual time worked prior to the commencement of the regular starting time.

6.3 Any employee obliged to work skeleton on any emergency closing day (storm, power failure, etc.) shall receive both regular compensation for the day and either additional time off at the rate of time and a half (1½) for the number of hours worked, or additional pay at the rate of time and a half (1½) for the number of hours worked. The employee shall make the choice of either additional time off or additional pay subject to the Director's approval.

6.4 Extra Work opportunities shall be offered to qualified/trained part-time unit employees on a rotating basis by seniority. Employees shall be paid at their rate of compensation unless he/she elects compensatory time off equal to the number of paid hours earned ("paid hours earned" means the rate of compensation that would be paid to the unit member for the hours worked). Compensatory time may accrue up to a maximum of forty (40) hours. Compensatory time earned prior to the ratification of this Agreement shall be retained until used.

6.5 Working out of Grade: An employee who is instructed by the Director to perform work that is not included in his job description and is normally performed by an employee in a higher grade shall be paid at the high grade rate for all hours worked in said higher grade, provided that the assignment

shall be made based upon seniority and the employees having the job qualifications for the position and provided further no out of grade payment shall be made unless the out of grade work has been approved by the Mayor. Notwithstanding the provisions above, no member of the bargaining unit shall be required to perform custodial duties (e.g., shoveling snow, cleaning bathrooms, etc.). However, bargaining unit employees may be called upon to clean incidental spills, pick items up off the floor, empty their waste baskets, and other incidental duties. Employees will not be required to address sanitary issues and/or issues involving bodily fluids.

ARTICLE 7 – MANAGEMENT RIGHTS

7.0 The Union recognizes the right of the Town and its representative, the Library Director, to manage the Library and direct employees covered by this Agreement in accordance with their responsibilities, including but not limited to the generality of the foregoing, the right to select and hire employees, the right to discipline, suspend or discharge employees for just cause and the right to promulgate reasonable rules and regulations, provided that such rights shall not be executed in conflict with this Agreement.

ARTICLE 8 – DISCIPLINE

8.0 No employee shall be disciplined, suspended, discharged, dismissed, or removed except for just cause. New employees shall serve a six (6) month probationary period during which time said employees can be terminated without just cause.

8.1 Employees shall have the right to have a union steward or representative present in any disciplinary action, including warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. An employee's personnel file, at reasonable times and places, shall be made available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee.

ARTICLE 9 – HOURS OF WORK

9.0 The normal hours of work for all full-time employees will be thirty-seven and one-half (37½) hours per week. The normal daily hours of work for such employees, except as otherwise provided herein, shall neither commence before 8:30 A.M. nor extend beyond 5:00 P.M. The normal hours of work for all Pages will be eighteen (18) hours per week.

9.1 The Board of Library Trustees reserves the right to set the opening and closing times for the library, which hours may change from time to time. The scheduling of work hours for each employee shall be determined by the Library Director or his/her designee, subject to the terms of this Agreement.

9.2 A rest period of not less than ten (10) minutes for each three (3) hour shift or fifteen (15) minutes for a three and one half (3½) hour shift shall be included in the work schedules for all employees. Employees may leave the premises during rest periods. Unless approved by the Library

Director or his/her designee, rest periods may not be combined or add to lunch or supper breaks or carried to a future date or time.

9.3 All employees who are required to work beyond their regular quitting time shall be given a meal break with pay before they begin such work, and they shall be given the rest periods occurring during such working hours.

9.4 Employees may have the option of taking one-half hour or full hour for lunch with the permission of the Director.

9.5 Summer hours shall be in effect from Memorial Day through Labor Day.

9.6 No employee shall be required to work more than one (1) night per week nor more than two (2) Saturdays per month without his or her consent except in extraordinary circumstances. The Night Shift is 5:00 P.M. to 8:00 P.M. from June through August, and 5:00 P.M. to 9:00 P.M. from September through May.

9.7 Lunch time shall be scheduled for not earlier than 11:30 A.M. nor later than 1:00 P.M. without an employee's consent.

ARTICLE 10 – UNION REPRESENTATIVES

10.0 The Union shall furnish the Employer with a written list of Union steward and other representatives immediately after the designation of such representatives. And the Union shall notify the Employer of any changes in the list of representatives.

10.1 The Union stewards and other representatives shall be granted reasonable amount of time off with pay during working hours to investigate and settle grievances and to attend meetings of the state and national bodies, each limited to two (2) employees for one (1) day.

ARTICLE 11 – HOLIDAYS

11.0 All employees covered by this contract who are regularly employed shall receive regular compensation for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day

11.1 Regular compensation for a full day holiday shall consist of one-fifth (1/5) of an employee's regular week's pay.

11.2 Any employee obliged to work any of the above holidays, shall receive both regular compensation for the holiday and additional pay at the rate of time and one-half (1½) for the number of hours worked.

11.3 When any of the above holidays occur on any of employee's regular days off, the employee shall receive regular compensation for the holiday and an additional day off that week of the holiday or at some later date upon mutual agreement of the Director and the employee.

11.4 In the event the Mayor declares a special holiday or "skeleton" day for Town Hall employees, the employees covered by this contract shall be required to work if the Library Director so determines, but the employees thus required to work shall receive their regular pay for that day, and in addition, they shall receive, at the discretion of the Library Director, either compensatory time off in the amount of the number of hours worked or additional pay at straight time for the number of hours worked.

11.5 Permanent part-time employees and pages shall receive holiday pay, if the day they are scheduled to work falls on a holiday listed in Section 11.0 above, at their regular rate of pay, and prorated for the scheduled number of hours normally worked.

ARTICLE 12 – VACATIONS

12.0 The provisions of General Laws, Chapter 41, Section 111, shall apply to all employees provided however, that employees are entitled to the following schedule of vacation leave where the provisions of this section provide more vacation leave than the aforementioned statute:

- 2 weeks' vacation leave between 6 months and 4 years
- 3 weeks' vacation leave between 4 years and 10 years
- 4 weeks' vacation leave between 10 and 25 years
- 5 weeks' vacation leave after 25 years

Notwithstanding the above, any employee hired after the date the 2014-2017 collective bargaining agreement is ratified by both parties shall receive 2 weeks of vacation leave between 12 months and 4 years.

12.1 Employees who have fulfilled requirements for a vacation and whose services are terminated by resignation, retirement, or death, without their having been granted the vacation to which they are entitled, shall be paid an amount in lieu of the vacation due.

12.2 If a holiday falls within the vacation period, it shall not count as part of the vacation allowance and the employee shall receive a floating vacation day for such occurrence.

12.3 Vacation leave may be carried over from year to year when the employee is unable to take said vacation due to the staffing needs of the Library as determined by the Library Director.

12.4 An employee seeking vacation time of more than three (3) consecutive work days, shall give at least ten (10) work days advance notice to the Library Director or his/her designee. This notice may be waived or reduced by the Library Director or his/her designee as situations warrant.

12.5 Effective July 1, 2005, all pages who have completed at least eight (8) years of service shall be entitled to the same vacation provisions, pro-rated for the number of hours regularly scheduled, as is provided to all other employees in the Library.

ARTICLE 13 – SICK LEAVE

13.0 Sick leave allowed under the provision of this Article shall be at the rate of 1¼ working days per calendar month credited on the first day of the following month and cumulative up to a total of one hundred and thirty five (135) working days.

13.1 The granting of sick leave and the payment of compensation to persons on sick leave shall be subject to the following provisions:

1. The head of each department shall investigate and ascertain the validity of any request for sick leave made by an employee of his or her department, and shall approve the same if he or she is satisfied as to the validity of such request. A physician's certificate may be required by the department head in any case of sick leave claimed hereunder.
2. Sick leave without pay may be granted to any temporary employee, but no such employee shall be entitled to non-occupational sick leave with pay.
3. In cases of permanent part-time employees, the amount of sick leave credit shall be in proportion to the relationship of their annual work schedule of that of a full-time employee. No payment shall be made on a claim under this paragraph until the basis of payment shall have been approved by the Library Director. In regard to Pages and part-time employees who work less than thirty-five (35) hours per week, the amount of sick leave to be accrued shall be based upon the regularly scheduled number of hours per week (e.g., if the employee is regularly scheduled to work fifteen (15) hour per week, then the employee would accrue up to fifteen (15) hours of sick leave annually).
4. If the period of sick leave granted under this section shall exceed fifteen (15) days, a physician's certificate may be required by the Department Head, or if it is deemed advisable for the protection of the Town, an independent medical examination may be required at the expense of the Town.
5. When an employee finds it necessary to be absent because of accident or illness, he or she shall report the fact to his or her immediate supervisor as soon as possible, either in person or by agent. Sick leave will not be granted unless such a report is made. Such notice should be given, if possible, before the starting time of the employee's normal work schedule or not later than one (1) hour after starting time.
6. Emergency leaves due to serious illness in the immediate family may be charged against sick leave with full pay at the discretion of the Department Head. This is limited to seven (7) days within a calendar year with an allowance of not more than three (3) working days for each case. Immediate family shall include husband, wife, children, parents, brothers or sisters, or members of the immediate household of an eligible employee.

7. In the event that an employee's employment shall terminate, there shall be no monetary value attached to accrued sick leave.
8. Leaves of absence for cause other than set forth in this by-law, shall be without pay and subject to the approval of the Department Head.

13.2 Employees having sick leave credits who are injured on the job and are receiving Workers' Compensation shall, upon request, be granted such sick leave allowance payments as will, when added to the amount of Workers' Compensation, result in the payment to them of their full salary or wages. The total dollar value of such sick leave payments shall be computed to its equivalent in work days and charged against sick leave credits accordingly.

13.3 The Library Director shall make known the amount of sick leave available to employees upon request.

13.4 Sick leave may be used for medical and dental appointments.

13.5 Effective July 1, 2017, if any employee does not use any sick leave between January 1 and June 30, or July 1 and December 31 of any calendar year, an employee will receive an attendance bonus of two hundred and fifty dollars (\$250) for each six (6) month period when no sick leave is used. This provision does not apply to Pages or Part-time employees.

Sick Leave Buyback

13.6 All employees who retire, after having served the Town for fifteen (15) years or more, will be allowed to buy back their sick leave at the rate of \$20.00 per day up to a maximum of \$800.00 or forty (40) days. The computation of buyback will exclude the first seventy five (75) days of accumulation.

Sick Leave Bank

13.7 Upon exhaustion of their accumulated sick days, vacation days, and personal days, employees, who have at least one (1) year of service in the West Springfield Public Library and who are members of the voluntary Sick Leave Bank, will be eligible to request additional sick leave days for a serious illness or injury to the employee up to a maximum of one hundred twenty (120) days.

1. In the event an employee shows cause for additional days beyond the maximum mentioned above, those additional days will be awarded if a majority of the Sick Leave Bank Committee supports such a request.
2. The Sick Leave Bank will be funded initially with one (1) day from the Town of West Springfield per employee and one (1) day from each participating employee. When the sick leave bank accumulation falls below sixteen (16) days, each participating member shall make additional two (2) day contributions as needed.
3. Employees may become members of the Sick Leave Bank by contributing one (1) sick leave day from their annual accumulation within thirty (30) days of the ratification of this Agreement. Membership in the Sick Leave Bank will be offered to eligible employees for a thirty (30) day period beginning each January 1 with a two (2) day contribution.

4. Employees may allocate any unused accumulated sick leave days to the Sick Leave Bank upon their separation from employment at the West Springfield Public Library.
5. A four-member Sick Leave Bank Committee with two (2) representatives each from the Union and the Town of West Springfield (the Town's representatives will be appointed by Mayor) respectively will be established for Sick Leave Bank accounting and for processing requests for any such days.
6. The Sick Leave Bank Committee shall consider the following factors when determining the eligibility of an employee to draw days from the Sick Leave Bank, and in determining the amount of leave to be granted:
 - i. Written medical evidence (i.e., medical doctor's note) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.
 - ii. The employee's prior utilization of his/her sick leave time.
 - iii. The employee's prior requests for and/or use of Sick Leave Bank time.
7. A majority vote is required to grant sick time from the sick leave bank. A tie vote results in a denial. In the event the Sick Leave Bank Committee denies a written request, the applicant may request an appeal meeting to reconsider said determination in writing within ten (10) work days of receipt of the denial. The applicant has the right to attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination, however a tie vote on appeal will result in a denial. The decisions of the Sick Leave Bank Committee shall be final and binding, and are not subject to the grievance and arbitration provisions of Article 4.

ARTICLE 14 – LEAVES OF ABSENCE

14.0 The Town agrees to abide by the provisions of the Family and Medical Leave Act (FMLA). Employees must use their paid accumulated leave time concurrently with leave taken under the FMLA. The general provisions of the FMLA are posted in each municipal building.

14.1 The Town shall offer leave in accordance with the requirements of the Domestic Violence Leave Act (DVLA), and the Parental Leave Act (PLA) provided the employee is eligible for leave pursuant to said laws.

14.2 A female employee shall be entitled to a maternity leave of absence for pregnancy and related problems. Such leave is a form of medical leave of absence and will be granted under the same general terms, and with the same benefits as other medical leaves of absence. Maternity leave is available for the total period that the employee is unable to work because of a certified medical disability. For a normal pregnancy, the presumed period of disability following delivery shall be twelve (12) weeks. The period of disability prior to delivery shall be as certified by her physician subject to the Director's review. The employee may use accumulated sick leave, vacation leave and personal days during maternity leave. Such employee may be granted a personal leave of absence without pay for a period

before and/or following the medical leave of absence for maternity purposes which leave should not be unreasonably denied.

14.3 An employee neither forfeits nor gains any benefits on account of a maternity leave.

14.4 The Town agrees to abide by the provisions of the Small Necessities Leave Act (SNLA). Employees may use their paid accumulated leave time concurrently with leave taken under SNLA, provided use of such paid leave is allowed under the terms of this agreement.

ARTICLE 15 – JURY PAY

15.0 The Employer agrees to make up the difference in an employee’s wages between a normal week’s wages and compensation received for jury duty, in accordance with the provisions of the laws of the Commonwealth of Massachusetts. (M.G.L. Chapter 234A, Sec. 8).

ARTICLE 16 – BEREAVEMENT LEAVE

16.0 Employees will be granted leave with pay in the amount of five (5) working days and leave will not be charged to sick leave, vacation leave, or any other personal leave in the event of death of the following: spouse, children, parents, or relatives in the immediate household.

16.1 Employees will be granted leave with pay in the amount of three (3) working days and leave will not be charged to sick leave, vacation leave, or any other personal leave in the event of death of the following: grandchildren, grandparents, spouse’s grandparents, brothers, sisters, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, spouse’s parents, current step-children, or others in the immediate household.

16.2 Employees may use accrued vacation time or personal leave in the event of death of other relatives or other relationships not specifically listed above.

Five (5) Working Days	Three (3) Working Days
Spouse	Grandchildren
Children	Grandparents
Parents	Spouse’s Grandparents
Relatives in the immediate household	Brothers
	Sisters
	Brothers-in-law
	Sisters-in-law
	Son-in-law
	Daughter-in-law
	Spouse’s Parents
	Current step-children
	Others in the immediate household

16.3 Bereavement leave must be taken for the funeral and/or memorial service within six months of the date of death.

ARTICLE 17 – MILITARY LEAVE

17.0 Leave for military duty shall be without loss of regular rate of pay, in accordance with Section 52A of Chapter 149 of the General Laws.

17.1 The Town agrees to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 18 – JOB POSTING, JOB DESCRIPTIONS, BIDDING, PROMOTION

18.0 When a position covered by this Agreement becomes vacant, and the Town intends to fill such vacancy, such vacancy shall be posted in a conspicuous place at the West Springfield Public Library. The posting shall list the pay, duties, regular number of hours per week, and qualifications. The Union Chairperson shall be notified of the vacancy upon posting, and shall be provided with a copy of the posting. This notice of vacancy shall remain posted for at least five (5) working days before it is filled. Interested employees shall apply in writing to the Human Resources Director within the five (5) working day period. The Town agrees to provide the Union with the name of the successful applicant within seven (7) days of appointment.

18.1 The job descriptions are on file with the Human Resources Director and shall remain as stated, unless amended or altered by mutual agreement of the parties during the term of this Agreement.

18.2 Whenever a vacancy occurs due to retirement, resignation, promotion, newly created position or for any other reason, the Employer will consider an applicant's seniority, work experience, academic qualifications, and particular abilities. If all other factors are equal, then seniority shall be the deciding factor in making the appointment. However, the foregoing will not prevent the Employer from making an appointment from outside of the bargaining unit.

18.3 Any employee promoted to a higher grade level shall be placed at a step that is nearest but greater than his/her current salary level.

ARTICLE 19 – BULLETIN BOARD

19.0 A bulletin board shall be provided for the use of the Union.

ARTICLE 20 – GROUP INSURANCE

20.0 The Town will provide for the payment of 75% of the total monthly cost of group life insurance. The Town will provide for the payment of its percentage of the premium cost of its medical plans, as set forth in Section 20.1.

20.1 Health Insurance Co-pays. Employees shall pay a portion of the costs of medication and medical services as follows:

Drugs - Medication

<u>Generic</u> \$10.00	<u>Preferred Brand Names</u> \$25.00	<u>Non/Preferred</u> \$45 00
	Office Visits	\$10.00
	Specialist - Office Visits	\$20.00
	Ambulatory/Surgical	\$250.00
	Emergency Room	\$100.00
	Inpatient Services	\$500.00

1. Provided, the maximum amount an individual employee or a member of his family unit shall pay in each fiscal year for ambulatory/surgical, emergency room and/or inpatient services shall be \$1,000.00 per individual and the maximum amount a family shall pay in each fiscal year for co-pays for said services shall be \$2,000.00.
2. Percentage of premium payments by employees and the Town shall be Effective July 1, 2009:

	<u>Employee</u>	<u>Town</u>
Master Medical	40%	60%
PPO	40%	60%
HMO	25%	75%

ARTICLE 21 – SEVERABILITY

21.0 Should any provision of this Agreement contain a conflict with a municipal personnel ordinance, by law, rule or regulation or any statute as defined in General Laws, Chapter 150E, Section 7, the terms of this Agreement shall prevail.

ARTICLE 22 – NO STRIKE

22.0 No public employee or employee organization shall engage in a strike, and no public employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services, in accordance with General Laws, Chapter 150E, Section 9A.

ARTICLE 23 – WORK AREA CONDITIONS

23.0 Clean, well lit, heated, air conditioned and well ventilated work area shall be provided for all employees.

23.1 Lounge area, first aid provision, rest rooms for the exclusive use of employees and office equipment in good working order, shall be provided by the Employer.

ARTICLE 24 – LONGEVITY

24.0 Employees who attain the required years of service shall be paid during the first payroll of January of each year an annual payment in accordance with the following schedules. The payments below shall be pro-rated for part-time employees and retirees for the months worked.

Employees hired on or before ratification of the 2014-2017 agreement shall receive longevity according to the following schedule:

Five (5) Years of Service	\$75
Ten (10) Years of Service	\$150
Fifteen (15) Years of Service	\$600

Employees hired after ratification of the 2014-2017 agreement shall receive longevity according to the following schedule:

Fifteen (15) Years of Service	\$600
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ARTICLE 25 – LABOR-MANAGEMENT MEETINGS

25.0 Labor-management meetings shall be arranged to be held regularly at least twice a year if requested by either party, for the purpose of administering the Agreement.

25.1 Either party may initiate meetings, and the meetings shall take place after consultation and mutual agreement with the other party as to agenda, sufficient notice, date, etc. Union members at the meetings shall consist of the Union Chairperson and such other persons as he deems appropriate, if any, and the management member(s) at the meeting shall consist of the Director and such other persons as he deems appropriate, if any.

ARTICLE 26 – LAYOFF AND RECALL

26.0 Lay-off Procedures:

- A. In the event of a reduction in force of employees working in the West Springfield Public Library, all non-union employees except the Library Director and Assistant Director shall be laid off before union employees.
- B. When forces are reduced and it is necessary to sever employees, the Employer shall follow the principle rule of seniority. The employee with the least service in the Library classification affected will receive notice of layoff. He/she may exercise the following rights in the order given, provided he/she has the qualifications to perform the duties of the position, or be laid off:
 - 1. Displace the least senior employee in the Library who is at the same pay grade.

2. Displace the least senior employee in the Library who is at the next lower pay grade, etc.
 3. Displaced employees may exercise bumping rights over the least senior employee in the same pay grade or, if unavailable, with the least senior employee who is at the next lower pay grade, etc.
- C. The intent of this section is for the least senior employee to be laid off and for employees of higher pay grades to be able to replace the least senior employees at the same pay grade or, if unavailable, the least senior employee at the next lower pay grade, etc.
- D. An employee who is laid off or is terminated for reasons other than misconduct is eligible to choose to continue group employee health insurance coverage under the Town's plan for the time required by the COBRA law that coverage be offered, however, said coverage is only available if the employee pays to the Town monthly, in advance, the full cost of his coverage plus a 2.00% administrative fee. Coverage is only available for the time established under the COBRA law.

26.1 Recall Procedures:

- A. Employees severed due to a reduction in force shall be recalled to their previous position, if available; or to a position that is available due to a vacancy, reinstatement or newly created on the same principle of seniority as the reduction in force occurred (last to be laid off will be the first to be recalled).
- B. Employees severed due to a reduction in force shall have a right of recall for up to two (2) years after layoff.
- C. The Employer shall, through the use of the U.S. Postal Service first class mail, mail any notice of intent to recall to the employee's last known address. The employee shall have thirty (30) calendar days to respond.
- D. Employees laid off shall be carried on the Town Group Insurance Plan for thirty-nine (39) weeks.
- E. Upon re-employment, all previously earned benefits and service credits shall be restored to the employee.

ARTICLE 27 – PERSONAL DAYS

27.0 Eligible Employees shall be credited with three (3) personal days on January 1st of each year. Unused personal days from the previous year shall be converted to sick days and added to the employee's sick leave accumulation.

ARTICLE 28 – PROFESSIONAL SOCIETY

28.0 When an employee attends a professional meeting with the prior approval of the Library Director, such attendance shall be compensated as for time worked, where funds are available, as follows: if the professional meeting is held during the employee's regular working hours, the employee may attend without loss in pay; if held outside the employee's regular working hours, the employee shall be entitled to receive compensatory time off.

An employee's request to attend a professional meeting must be made in writing to the Director at least one (1) week before the date thereof, and the Director's approval must likewise be in writing. Professional dues, conference fees, lodging, meals and mileage shall be reimbursed where funds are available.

28.1 The Town will request an appropriation of \$500.00 as part of the Library's 2013 fiscal year budget to fund professional memberships, subject to the approval of said memberships by the Director, of union members. If the union members obtain grants, gifts or donations for library purposes equal to or in excess of said \$500.00 during that fiscal year the appropriation shall be requested in the next fiscal year's budget. However, if said grants, etc. are not obtained in any subsequent fiscal year the appropriation request shall cease. However, the Director with the approval of the Board of Trustees may pay any such memberships from gifts or trusts given to the Library for its general operation.

ARTICLE 29 – EVALUATION

29.0 The purpose of Performance Evaluations is to provide the employee with feedback regarding his/her work performance relative to the agreed upon performance standards, to enhance professionalism and accountability of the staff, and to recognize professional growth. The Performance Evaluation will provide each employee with specific feedback for improvement regarding their work performance assessed against each of the standard(s).

29.1 A Performance Evaluation shall be completed annually by the Library Director of the West Springfield Public Library (the Director) and presented to an employee, absent circumstances beyond the control of the Employer, no later than fifteen (15) calendar days prior to the employee's anniversary date of hire, or within fifteen (15) calendar days upon completion of an Improvement Plan. No Performance Evaluation shall be conducted on an employee who is currently on an Improvement Plan as described in Section 29.3 below.

29.2 The Director will complete a Performance Evaluation on each employee to assess the employee's overall work performance. A Department Supervisor, who is a member of the bargaining unit, will supply the comments under each of the standard(s) on the Performance Evaluation for employees under his/her daily supervision. The comments supplied by a Department Supervisor must be based upon specific examples of the employee's work performance. The Director may enter into conversations with a Department Supervisor regarding clarification and interpretation of his/her comments. The Director may accept the comments of the Department Supervisor, or may revise the comments of the Department Supervisor based upon specific examples of the employee's work performance.

29.3 The parties agree that barring a pattern of performance of an egregious nature or where an employee's continued employment impacts the safety of library staff, patrons or the general public, and/or other just cause; no employee shall be demoted, disciplined, discharged, reduced in rank or compensation due to the Performance Evaluation, unless he/she has first been placed on an Improvement Plan for at least ninety (90) calendar days, and provided with appropriate feedback to correct the deficiencies in their performance including but not limited to a list of the performance standard(s) in question and any supporting evidence, the suggested actions for correcting the

problem(s), and any other supports and resources available to the employee to assist them in improving their performance.

29.4 All Performance Evaluations shall be conducted using the Annual Performance Evaluation Document attached hereto and incorporated by reference as Exhibit B.

ARTICLE 30 – WAGES

30.0 The wages for each pay grade/step shall increase as follows:

- a. Effective retroactive to the date of ratification by both parties, but no earlier than July 1, 2017, 2% wage increase. In addition, increase Step IX so that it is 2.5% higher than Step VIII.
- b. Effective July 1, 2018 - Two Percent (2%) wage increase.
- c. Effective July 1, 2019 - Two Percent (2%) wage increase.

It is understood and agreed that Pages shall receive the above-referenced wage increases.

Effective July 1, 2017, a reclassified “Bookkeeper/Administrative Specialist” position shall be placed on a new Grade L-8, the rates for which are incorporated into Exhibit A. The job description for the “Bookkeeper/Administrative Specialist” position shall be negotiated by the parties.

ARTICLE 31 – DURATION OF THE AGREEMENT

31.0 This Agreement shall become effective and applicable to current employees commencing on July 1, 2017 and shall remain in effect until June 30, 2020. Negotiations for a new Agreement shall begin on or after December 1, 2019. This Agreement shall remain in full force and be effective during the period of negotiations until the signing of a new Agreement or until thirty (30) days after a termination notice is given.

DULY AUTHORIZED AT WEST SPRINGFIELD, MASSACHUSETTS ON THIS 14th DAY
OF ~~AUGUST~~, 2017.
September

THIS AGREEMENT IS DULY EXECUTED BY:

TOWN OF WEST SPRINGFIELD

By: 

William C. Reichelt, Mayor

WEST SPRINGFIELD PUBLIC LIBRARY
EMPLOYEES' ASSOCIATION:

By: 

Name: Andrea Sabin

By: 

Name: Teresa Mitus

EXHIBIT A - WAGE SCALES

1.02

2018 FISCAL YEAR PAY SCALE (2% increase)

SCHEDULE 1, WEEKLY SCALE

LIBRARY

GRADE	MIN	II	III	IV	V	VI	VII	VIII	IX
L-4			615.6640	630.8622	646.4594	662.4298	678.8010	695.7710	713.1653
L-6			676.8559	693.5984	710.7527	728.3445	746.3636	765.0227	784.1483
L-8			710.7054	728.3412	746.4360	764.9898	784.0230	803.5050	823.5926
L-10			877.0581	898.8066	921.0956	943.9380	967.3470	991.5306	1,016.3189
L-12			999.7893	1,024.6006	1,050.0296	1,076.1021	1,102.8152	1,130.3855	1,158.6452

Library Page (All)....\$11.22/Hour

HOURLY SCALE

MIN	II	III	IV	V	VI	VII	VIII	IX
		16.4177	16.8230	17.2389	17.6648	18.1014	18.5539	19.0177
		18.0495	18.4960	18.9534	19.4225	19.9030	20.4006	20.9106
		18.9521	19.4224	19.9050	20.3997	20.9073	21.4268	21.9625
		23.3882	23.9682	24.5626	25.1717	25.7959	26.4408	27.1018
		26.6610	27.3227	28.0008	28.6961	29.4084	30.1436	30.8972

1.02

2019 FISCAL YEAR PAY SCALE (2% increase)

SCHEDULE 1, WEEKLY SCALE

LIBRARY

GRADE	MIN	II	III	IV	V	VI	VII	VIII	IX
L-4			627.9773	643.4795	659.3886	675.6784	692.3770	709.6865	727.4286
L-6			690.3930	707.4703	724.9677	742.9114	761.2909	780.3232	799.8313
L-8			724.9195	742.9080	761.3647	780.2896	799.7035	819.5751	840.0645
L-10			894.5993	916.7828	939.5176	962.8168	986.6939	1,011.3613	1,036.6453
L-12			1,019.7850	1,045.0926	1,071.0302	1,097.6242	1,124.8715	1,152.9933	1,181.8181

Library Page (All)....\$11.44/Hour

HOURLY SCALE

MIN	II	III	IV	V	VI	VII	VIII	IX
		16.7461	17.1595	17.5837	18.0181	18.4634	18.9250	19.3981
		18.4105	18.8659	19.3325	19.8110	20.3011	20.8086	21.3288
		19.3312	19.8109	20.3031	20.8077	21.3254	21.8553	22.4017
		23.8560	24.4475	25.0538	25.6751	26.3118	26.9696	27.6439
		27.1943	27.8691	28.5608	29.2700	29.9966	30.7465	31.5151

1.02

2020 FISCAL YEAR PAY SCALE (2% increase)

SCHEDULE 1, WEEKLY SCALE

LIBRARY

GRADE	MIN	II	III	IV	V	VI	VII	VIII	IX
L-4			640.5368	656.3491	672.5764	689.1919	706.2246	723.8802	741.9772
L-6			704.2008	721.6197	739.4671	757.7696	776.5167	795.9296	815.8279
L-8			739.4179	757.7662	776.5920	795.8954	815.6975	835.9666	856.8658
L-10			912.4912	935.1184	958.3079	982.0731	1,006.4278	1,031.5885	1,057.3782
L-12			1,040.1807	1,065.9945	1,092.4508	1,119.5767	1,147.3689	1,176.0531	1,205.4545

Library Page (All)....\$11.67/Hour

HOURLY SCALE

MIN	II	III	IV	V	VI	VII	VIII	IX
		17.0810	17.5026	17.9354	18.3785	18.8327	19.3035	19.7861
		18.7787	19.2432	19.7191	20.2072	20.7071	21.2248	21.7554
		19.7178	20.2071	20.7091	21.2239	21.7519	22.2924	22.8498
		24.3331	24.9365	25.5549	26.1886	26.8381	27.5090	28.1968
		27.7382	28.4265	29.1320	29.8554	30.5965	31.3614	32.1455

EXHIBIT B – ANNUAL PERFORMANCE EVALUATION DOCUMENT

West Springfield Public Library
ANNUAL PERFORMANCE EVALUATION

NAME: _____

POSITION: _____

DEPARTMENT: West Springfield Public Library

LOCATION: _____

DATE OF HIRE: _____

DATE OF EVALUATION: _____

PURPOSE AND INSTRUCTIONS

The West Springfield Public Library provides materials in a variety of formats and services for persons of all ages, to help community residents obtain information that meets their personal, educational, and professional needs. All library services are vigorously promoted to increase public awareness and thereby increase the quality of life for West Springfield citizens. The goal of West Springfield Public Library is to achieve the highest levels of patron satisfaction, and our employees are an integral part of achieving this goal. The purpose of this PERFORMANCE EVALUATION is to provide employees with feedback regarding their work performance, to enhance professionalism and accountability of the staff, and to recognize professional growth. The PERFORMANCE EVALUATION will provide the employees with specific feedback for improvement regarding their work performance and shall be conducted in accordance with the provisions of Article 29 of the parties' collective bargaining agreement.

PART I – JOB RELATED SKILLS AND KNOWLEDGE

The Standards listed below are used to evaluate how well an employee demonstrates his/her understanding of the job, including procedures, methods, processes, skills, equipment and materials required to perform their particular job. Use the comment section to provide specific examples of the employee’s strengths and/or weaknesses or for other appropriate comments.

1. PATRON SERVICES: Rate how the employee manages patron interactions in a polite and professional manner, is proactive in assisting patrons with their needs in a timely and efficient manner, and communicates with patrons in a positive and effective manner.

Comments: _____

2. JOB KNOWLEDGE. Rate how the employee utilizes efficient methods, processes, and techniques to perform their assigned duties, how they make effective and efficient use of available technology to service the needs of patrons. Also rate the employee’s knowledge of his/her position, their willingness to attend workshops and other continuing education opportunities, and other efforts the employee makes to keep abreast of current trends.

Comments: _____

3. QUANTITY OF WORK PRODUCED: Rate how the volume of work produced by the employee accommodates the normal workflow within their department, and produces acceptable results in a timely manner.

Comments: _____

4. QUALITY OF WORK PRODUCED: Rate the accuracy, neatness, and thoroughness of the employee’s work. Also rate how well the employee performs tasks to completion in a timely manner, and with minimal errors.

Comments: _____

5. WORKING RELATIONSHIPS: Rate how well the employee interacts effectively with supervisors, coworkers, patrons, and the general public. Also rate how courteous and tactful the employee is when dealing with others.

Comments: _____

6. RELIABILITY/DEPENDABILITY: Rate how well the employee can be relied upon to complete work, achieve results, and meet targets within established time frames. Also rate how the employee uses his/her initiative to make suggestions, seek support from supervisors, and resolve issues at the lowest level possible.

Comments: _____

7. PROBLEM SOLVING AND DECISION MAKING: Rate how well the employee anticipates and identifies problems. Also rate how well the employee exercises logic and sound judgment to make decisions and solve problems.

Comments: _____

8. ADAPTABILITY: Rate how well the employee adjusts to a variety of situations, and maintains flexibility when dealing with co-workers, supervisors, patrons and the general public.

Comments: _____

9. LEADERSHIP SKILLS: Rate how well the employee uses his/her knowledge and experience to provide a balance of support and guidance to staff members.

Comments: _____

PART II – WORK HABITS

1. ATTENDANCE OR TARDINESS: Rate how well the employee arrives at his/her assigned work location at the designated time and ready to work, returns in a timely manner from breaks, and remains at his/her assigned work location until the shift is over.

Comments: _____

2. COMMUNICATION: Rate the employee's effectiveness is in using verbal and written communications skills to communicate with others, including co-workers, supervisors, patrons, and the general public.

Comments: _____

3. RECORD-KEEPING: Rate the employee's neatness, timeliness, and organization of required paperwork including daily statistics, timesheets, and paid leave requests.

Comments: _____

PART III - SUMMARY OF STRENGTHS AND AREAS FOR IMPROVEMENT

1. STRENGTHS: Explain the qualifications and skills that the employee possesses which make him/her a valuable member of the staff, including areas where future growth is possible or likely:

2. ACCOMPLISHMENTS: Explain any progress the employee has made toward correcting areas identified for improvement in their previous PERFORMANCE EVALUATION, or any educational or professional achievements the employee has received since their last evaluation:

3. FEEDBACK FOR IMPROVEMENT: List where the employee's work performance needs improvement, what tasks the employee must complete to improve his/her performance, and any supports provided to the employee by the West Springfield Public Library in order to achieve the improvement agreed upon prior to the next Performance Evaluation:

EXHIBIT C – SIDE LETTER OF AGREEMENT

1. Effective July 1, 2006, the parties agree that the Town may use a volunteer summer reading program aide for up to eight weeks.
2. In the event that if co-pays or the rate reductions are not implemented because another bargaining unit will not agree, or is successful in litigating the changes, this will be cause for the Town to reopen this agreement.