MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF QUINCY

AND

QUINCY LIBRARY STAFF ASSOCIATION, MLSA, LOCAL 4928 AFT MASSACHUSETTS, AFT, AFL-CIO

This Memorandum of Agreement is entered into by and between the City of Quincy (hereinafter the City) and the Quincy Library Staff Association (hereinafter the Association).

Whereas, the City and the Association are parties to a Collective Bargaining Agreement for the period July 1, 2015 through June 30, 2017; and

Whereas, the City and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective July 1, 2017.

Now, therefore, the Negotiating Subcommittee of the City, acting subject to the ratification of this Memorandum of Agreement by the Mayor of Quincy to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the Association, acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance, the parties agree as follows:

- 1. The terms and conditions of employment set forth in the collective bargaining agreement for the period July 1, 2015 through June 30, 2017 shall remain in full force and effect for the period July 1, 2017 through June 30, 2020, except as modified below.
- 2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

3. ARTICLE 6 - Layoffs

Amend to read as follows:

6.0 In the event it becomes necessary for bona fide economic reasons to reduce the workforce, the Employer shall notify the Union at least thirty days (30) days in advance of the need for reductions. The parties shall then meet to determine ways to avoid any reductions in force.

In the event it remains necessary to lay off employees, the following procedures shall apply:

- (a) The City shall determine those positions which are to be abolished.
- (b) The least senior employee in the job classification wherein the position to be abolished falls shall be laid off first.
- (c) An employee to be laid off may bump a less senior employee in a lower classification where the employee so bumping is qualified to perform the less senior employee's job.
- (d) Any employee bumped may similarly exercise bumping rights.

- (e) For the purpose of layoff only, it is agreed that current employees in the paraprofessional Grades IV and V may bump a less senior professional Librarian I. Current Employees includes only those paraprofessionals in Grade IV and V on March 1, 1982. A paraprofessional exercising bumping rights under this section shall continue in his/her existing grade and shall not thereby become a paraprofessional Librarian Grade I.
- (f) Employees shall be entitled to be recalled in inverse order of the layoff to positions for which they are qualified for a period of two (2) years.
- (g) During an employee's recall period, when a position covered by this agreement becomes vacant, the employee on layoff shall be entitled to bid for such position as if said employee were employed in accordance with the provisions of Article 20, Job Positing & Bidding. An employee on layoff shall exercise notice of recall from the City on one occasion, thereafter employees shall be responsible for advising the City of the employee's desire to fill a vacancy pursuant to recall. An employee who declines recall to the job from which the employee was laid off shall not be eligible thereafter for recall. An employee may decline recall to a position other than the one from which the employee was laid off and continue to be eligible for recall during the recall period.
- (h) Employees who are recalled will be credited with prior continuous service for the purposes of seniority, and shall be afforded all rights and benefits they held prior to being laid off (provided such rights and benefits have not been altered in ensuing collective bargaining agreements). In such instances, the employee will be afforded rights and benefits in accordance with the Agreement in place at the time of his/her recall.

4. SALARY

Effective July 1, 2017:	2% increase to all steps on the salary schedule
Effective July 1, 2018:	2% increase to all steps on the salary schedule
Effective July 1, 2019:	3% increase to all steps on the salary schedule

SIGNED THIS _____ DAY OF JULY 2016

For the City of Quincy

For the QLSA