



# COLLECTIVE BARGAINING AGREEMENT

2019-2022

AN AGREEMENT BETWEEN THE CITY OF SALEM

AND THE

SALEM LIBRARY STAFF ASSOCIATION, MLSA  
LOCAL 4928, AFT-MA, AFT, AFL-CIO

July 1, 2019 – June 30, 2022

# **Table of Contents**

<b>Article</b>	<b>Topic</b>	<b>Page</b>
X	Preamble	2
1	Recognition	2
2	Savings Clause	2
3	Discrimination	2
4	No Strike Clause	3
5	Union Dues	3
6	Group Insurance	3
7	Reduction in Force	4
8	Grievance Procedure	4
9	Rights of the Employer	5
10	Union Rights	6
11	Military Leave	7
12	Jury Duty	7
13	LOA for Prolonged Illness	7
14	Funeral Leave	8
15	Parental Leave	8
16	Vacation Leave	9
17	Personal Leave	10
18	Holidays	10
19	Sick Leave	11
20	Sick Leave Bank	13
21	Working Conditions	14
22	Workplace Safety	15
23	Hours & Scheduling	15
24	Transfers & Vacancies	17
25	Discipline	17
26	Probationary Employees	17
27	Evaluations	18
28	Salary	20
29	Tuition Reimbursement	20
30	Duration	21
Appendix A	Wage Scales	22
Appendix B	Progressive Discipline Policy	25
Appendix C	Membership Form	29
Side Letter	City Policies	30

## **Preamble**

This Agreement is entered into by the City of Salem, Massachusetts, hereinafter referred to as the Employer and the Salem Library Staff Association affiliated with the Massachusetts Library Staff Association, Local 4928, AFT Massachusetts, AFL-CIO, hereinafter referred to as the Union. The Agreement has as its purposes, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable 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**

**1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours of work and other conditions of employment for all full-time and regular part-time librarians, library assistants, and library technical services coordinators, but excluding the special library assistant, custodians/cleaners, pages, and all managerial, confidential, casual and other employees.

**1.2** The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or to make any agreement with any such group or individual for the purpose of undermining the Union or changing any terms contained in the Agreement.

## **Article 2** **Savings Clause**

**2.1** If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction or legislative body, the remaining provisions of this Agreement shall remain in full force and effect and the Parties to the Agreement shall meet for the purpose of reopening negotiations of the unlawful provision(s) upon the request of either party.

## **Article 3** **Discrimination**

**3.1** The Employer and the Union agree that all bargaining unit employees shall receive the full protection of this Agreement and they shall not discriminate or retaliate against any person on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, disability, sexual orientation, genetics, active military status, and/or union activity or membership. The parties further agree that any claims against either the Employer or the Union alleging a violation of this non-discrimination clause shall be filed with the statutory agency charged with enforcement of such claims and are not enforceable through the grievance process herein.

**Article 4**  
**No Strike Clause**

**4.1** It shall be a violation of this Agreement for any employee to engage in, induce, or encourage any strike, work stoppage, slowdown, boycott, or withholding of services.

**4.2** Should any employee covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union, its officers, agents, and representatives, shall forthwith take all reasonable steps to terminate such strike, work stoppage, slowdown, or withholding of services. Reasonable steps include, but are not limited to, a public statement that such strike, work stoppage, slowdown, or withholding of services is unauthorized and constitutes a violation of this Agreement and by instructing and directing the employees to cease such improper conduct and that work be fully resumed.

**4.3** The Employer may impose any disciplinary action, up to and including discharge, upon any or all of the employees involved in a violation section 1, above. Such action by the Employer shall not be subject to the grievance and arbitration provisions of the Agreement except as to the question of whether a violation has in fact occurred and whether the employee(s) who were disciplined in fact engaged in, induced, or encouraged, any illegal strike activities.

**Article 5**  
**Union Dues**

**5.1** The Union dues of the employees covered by the Agreement will be deducted each pay period by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for deduction of dues, and presents it to the Treasurer of the City in accordance with the provisions of Section 17A of Chapter 189 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 City Treasurer from time to time. The authorization for deduction of union dues form in Appendix A shall be used.

**5.2** The City Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union Dues, together with a list of the employees from whose wages the such Union dues shall have been deducted.

**Article 6**  
**Group Insurance**

**6.1** This bargaining unit will have the right to have a member on the Public Employee Committee.

## **Article 7**

### **Reduction in Force**

**7.1** Layoffs shall be made by seniority of employees within the following classifications: Information Technology Coordinator, Department Head, Staff Librarian 1, 2, and 3, and Library Assistant 1 and 2. Employees with the least seniority will be laid off first.

**7.2** Employees shall be placed on a recall list for one (1) year following the date of the employee's layoff. Employees shall be recalled in order from most senior to least senior.

**7.3** All accrued contractual benefits of an employee prior to layoff shall be retained by such employee upon their return to work within the one (1) year recall period.

**7.4** If an employee is offered a recall position within the one (1) year period, and neglects to take or refuses such offer, the employee shall no longer remain on the recall list and forfeit any rights under section 3, above.

**7.5** If an employee is subject to a layoff, he/she may bump the least senior employee in the next lower classification, provided the employee subject to layoff has more seniority than the employee in the next lower classification. Under no circumstances, however, may an employee bump into the next lower classification unless he/she possesses the minimum qualifications contained in the job description for the position.

## **Article 8**

### **Grievance Procedure**

**8.1** For the purposes of this agreement, a grievance shall be defined as a dispute between the City and the Union involving an alleged violation of this agreement. It is the intent of the City and the Union that the grievance procedure is limited to only those matters involving the interpretation or application of the agreement or a claim of breach or violation of it. Grievances shall be settled in the following manner except for suspension or discharge which shall commence at Step 2.

**8.2** A grievance shall be settled in the following manner:

**Step 1:** The aggrieved employee and/or their Union representative shall present the grievance in writing to the Library Director within ten (10) full working days (Monday-Friday) of the date of the grievance or his/her knowledge of its occurrence. The Director shall meet with the employee and Union representative within five (5) full working days of the presentation of the grievance to attempt to adjust the matter. In any case, the Director shall respond to the employee and Union representative in writing within ten (10) full working days of its presentation.

**Step 2:** If the grievance remains unresolved following Step 1, it shall be presented to the Mayor or his/her designee in writing within ten (10) full working days after the response of the Library Director is due. The Mayor/designee shall meet with the employee and Union representative within ten (10) full working days of the presentation of the grievance to attempt to adjust the matter. In

any case, the Mayor shall respond to the employee and Union representative in writing within ten (10) full working days of its presentation at Step 2.

**Step 3:** If the grievance remains unresolved following Step 2, the Union, and only the Union, may submit the grievance to arbitration within thirty (30) full working days of the Step 2 response. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association with a copy to the Mayor.

**8.3** If necessary, the arbitration shall be conducted pursuant to the then existing rules of the American Arbitration Association. The costs of the arbitrator's service and fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, provided the arbitrator makes no decision, which alters, amends, adds to, or subtracts from the revisions of this Agreement.

**8.4** Failure by the Union to file and process a grievance in accordance with the time limits set forth herein shall be deemed a waiver of the grievance. The time limits set forth herein may be extended by mutual agreement of the Union and the Employer.

## **Article 9**

### **Rights of the Employer**

**9.1** The parties agree that except as specifically and directly modified, amended or obliged by law or by express language in a specific provision of this Agreement, the Employer retains all rights, powers and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion. The category of exclusive rights, powers and prerogatives retained and reserved to the Employer shall expressly include, and nothing herein shall be deemed to limit, impair, or qualify, the Employer's exclusive right to manage the Library and the delivery of services to the public.

**9.2** Among such management rights and responsibilities vested exclusively in the Employer include, but are not to be construed as limited to, the rights, powers, and exclusive prerogatives to: hire (full, part-time, seasonal, or temporary members); discharge, suspend; or in any other manner discipline for just cause; promote; demote; lay-off, or otherwise reduce the work force; transfer (permanently or temporarily); assign or reassign (permanently or temporarily); evaluate the performance of; determine the hourly, daily, and weekly schedules of employment; to relieve employees from duty because of lack of work or other legitimate reasons, including but not limited to lack of funds; to make, administer, and enforce work rules and regulations concerning working conditions and safety; to determine the method, means, and the personnel by which the operations of the Library are to be conducted and to take whatever action and working conditions of; assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any wage increase for; regulate and restrict the use of Employer property (real and personal); make any deductions because of the absence of or failure to perform work; and prescribe any safety and training program or policies for members of the bargaining unit; and to assign work to whatever personnel either in or out of the unit, that the Employer or its representative in its discretion deem necessary.

**9.3** Nothing in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Employer which may not be granted or waived by a public employer under the General Laws of the Commonwealth of Massachusetts or by the Employer under any applicable City Ordinance.

## **Article 10** **Union Rights**

**10.1** The Union shall have the right to reserve available space, including the program room, within the library for Union meetings. The Union shall notify the Library Director upon reservation of the available space.

**10.2** The Union shall be provided with sufficient space a bulletin board in a commonly used place within the library to post Union news and announcements.

**10.3** The Union Chapter Chair shall be given one half (1/2) hour of paid time each month to conduct Union business, to be scheduled in conjunction with the Library Director. With the approval of the Library Director, new bargaining unit members may also be given one half (1/2) hour of paid time in order to receive an orientation with the Union Chapter Chair.

**10.4** Each January, or upon request, the Union Chapter Chair shall be provided with a list of bargaining unit members which includes:

- First & Last Name
- Job Title
- Rate of Pay
- Average Weekly Hours Worked
- Dues Deduction Status
- Hire Date
- Education Level

The Union maintains its right to request any other information to which it is entitled under the law.

**10.5** The Union Chapter Chair, or another designated Union representative, shall be released from work with pay in order to attend necessary meetings with management or with the Public Employee Committee if the meetings conflict with the employee's work schedule.

**10.6** Each employee shall be provided with a work e-mail address. Work e-mail addresses may be used for Union communications. Each employee shall be responsible for checking their work e-mail once per shift.

**10.7** All current job descriptions for bargaining unit positions shall be provided to the Union Chapter Chair. The employer shall notify the Union Chapter Chair of changes in job descriptions for the bargaining unit positions before such changes are implemented.

**Article 11**  
**Military Leave**

**11.1** Leave for military duty shall be without loss of regular rate of pay, in accordance with the applicable federal/state law.

**Article 12**  
**Jury Duty**

**12.1** In the event an employee is called for jury service, the Employer agrees to make up the difference between any compensation received for jury duty on the day he/she is scheduled to work and an employee's regular wages, such that the employee does not suffer any loss of regular pay. The employee shall turn over to the City Treasurer the proof of service and any compensation received from the court. The employee shall return to work upon his/her release from jury duty, for the balance of the scheduled day, as long as there are two (2) or more hours remaining.

**Article 13**  
**Leaves of Absence for Prolonged Illness**

**13.1** Pursuant to the Family Medical Leave Act of 1993, a full-time employee, who has completed one year of service and has worked the requisite number of hours required under the Act, is eligible for up to twelve (12) weeks of unpaid leave when:

- A. The employee has a serious health condition documented by his/her doctor which makes the employee unable to perform the functions of his/her job; or
- B. The employee is needed to care for a spouse, child, mother or father who has a serious health condition.

**13.2** Employees shall be eligible to use accrued sick, vacation, or personal leave during FMLA Leave

**13.3** Definitions and requirements under the FMLA are found in the City's FMLA policy and at 29 CFR 825.100 et seq, as amended from time to time.

**13.4** In addition, a full-time employee may be granted a leave of absence without pay or step increment in excess of twelve (12) weeks at the sole discretion of the Library Director. A request for such leave must be made in writing to Library Director, and must be accompanied by such medical documentation as the Library Director may require.

**13.5** An employee who is on FMLA leave must inform the Library Director of his/her intent to return to work at least two (2) weeks prior to the concluding date of the leave.



## **Article 14**

### **Funeral Leave**

**14.1** In the event of a death in the immediate family of an employee, the employee will be granted leave with pay in the amount of five (5) consecutive working days within a seven (7) calendar day period. Such leave shall not be charged to sick leave or vacation leave. Immediate family shall include: Spouse, Partner, Parent, Grandparent, Sibling, Child, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Grandchild or any other dependents living in the house. Payment of such leave will be made upon substantiation of a funeral by either a copy of the obituary notice or death certificate if requested by the Library Director.

**14.2** In the event of the death of a Brother-in-Law, Sister-in-Law, Niece, Nephew, Aunt, or Uncle of a regular full-time employee, said employee shall be granted leave with pay of one (1) working day for the funeral, memorial service, or other similar event. Said leave shall not be charged to the employee's accrued sick leave or vacation days.

**14.3** Part-time employees shall only be paid for shifts they are regularly scheduled to work within the seven (7) calendar day period in regards to Section 14.1 or the day of the funeral, memorial service, or other similar event with respect to Section 14.2.

## **Article 15**

### **Parental Leave**

**15.1** All employees who have completed their probationary period shall be entitled to unpaid parental leave of up to twelve (12) weeks total the birth, adoption, or placement of a child in the home under the age of eighteen or the adoption of a child under the age of 23 if the child is mentally or physically disabled. Such leave is taken pursuant to the Family and Medical Leave act for employees eligible under the law.

**15.2** Employees shall be able to use accrued personal, vacation, or sick leave during parental leave.

**15.3** Employees shall be able to extend their parental leave beyond the initial twelve (12) weeks, provided the first twelve (12) weeks are compensated with the employee's accrued leave and provided employees have enough accrued personal, vacation or sick leave to cover the duration of the extension of parental leave. Additional paid leave shall not extend beyond eight (8) additional weeks, for a total of twenty (20) weeks.

**15.4** Vacations, Holidays, and Sick leave accrue only during the paid portion of any leave. Unpaid leave shall not be included in the computation of such benefits.

**15.5** Parental or maternity leave shall not affect an employee's right to any benefits and seniority to which he/she was entitled at the start of their leave.

**15.6** Employees on unpaid leave status shall be responsible for payment of their portion of any insurance premiums as if they had remained on paid leave or active status.

## **Article 16**

### **Vacation Leave**

**16.1** All regular full-time employees shall accrue vacation leave on a monthly accrual basis at the following rates:

1-5 Years of Service: 70 Hours/Year  
5-9 Years of Service: 105 Hours/Year  
10-19 Years of Service: 140 Hours/Year  
20+ Years of Service: 175 Hours/Year

**16.2** Each full-time employee shall accrue vacation leave monthly at a rate based on their number of years of service as of the anniversary of his/her first day of employment with the City.

**16.3** Notice of a full-time employee's intended use of vacation leave shall be provided to the Library Director as soon as possible and no less than two weeks in advance where practicable. Permission to use vacation leave shall not be unreasonably withheld. Vacation leave requests shall be granted to employee(s) on the basis of the date the request was received and the individual's seniority as a City of Salem Library employee. The employer shall respond in writing to the employee's request for vacation leave within one (1) week after the request is made.

**16.4** Each full-time employee may carry over up to seventy (70) hours of unused vacation leave each calendar year. Upon termination of employment, employees shall receive payment equal to the amount of vacation pay earned to date, pro-rated. If termination is caused by death of the employee, payment shall be made to the employee's legal beneficiary.

**16.5** With the approval of the Library Director and the Director of Human Resources, full-time employees may take vacation in amounts beyond their monthly accrual balance and carry a negative balance where this amount does not exceed the equivalent of ten (10) days and provided that the individual's vacation balance be equal to zero (0) or greater as of December 31 of that same year. Employees who leave employment with a negative vacation balance or who have a negative balance at the end of the calendar year are required to repay the entire amount advanced and have this amount deducted from their earnings in their last check of the calendar year if still employed or prior to leaving employment.

**16.6** Part-time employees regularly scheduled to work 20 or more hours per week shall accrue vacation leave on a pro-rated basis, commensurate with the number of hours they work.

**16.7** Individual vacation days may be used throughout the year.

## **Article 17**

### **Personal Leave**

**17.1** Each regular full-time employee shall be granted time off for which he/she will be paid at his normal rate of pay to conduct personal business. On January 1 of each calendar year, after twelve (12) months of employment, he/she shall be granted thirty-five (35) hours of personal

leave. New employees who reach their one (1)-year anniversary prior to January 1, shall receive a pro-rata number of hours based upon their first day of employment.

**17.2** Part-time employees regularly scheduled to work twenty (20) or more hours per week shall accrue personal leave on a pro-rated basis, commensurate with the number of hours that they work, and in accordance with established city policy.

**17.3** Beginning January 1, 2020, part-time employees working fewer than twenty (20) hours per week shall receive sick/personal leave as follows:

- a. Employees regularly scheduled to work less than ten (10) hours per week shall receive four (4) hours per year.
- b. Employees regularly scheduled to work ten (10) or more hours per week shall receive eight (8) hours per year.

**17.4** Sick/personal time for part-time employees working fewer than twenty (20) hours per week will be front-loaded and the entire amount available to employees beginning on January 1 or each year. It may not be used during an employee's probationary period. It will not accrue and may not be carried over into the next calendar year.

## **Article 18** **Holidays**

**18.1** Full-time employees shall receive the following holidays off with pay:

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day Monday
- Columbus Day
- Veterans' Day
- Thanksgiving
- Christmas Day

**18.2** Good Friday afternoon shall be a skeleton crew for full-time employees between the hours of 12:00-5:00. Afternoon coverage will be determined by seniority. Full-time employees who leave at 12:00 will receive four (4) hours of holiday pay. Full-time Employees assigned to work during the afternoon shall receive an equal amount of compensatory time to be used within six (6) weeks.

**18.3** Consistent with current practice, full-time employees shall receive a paid day off on either the day prior to or the day after Thanksgiving. The choice of day shall be determined by seniority.

No part-time employee shall be required to work both the day prior to and the day after Thanksgiving.

**18.4** Full-time employees will receive four (4) hours of holiday pay if Christmas Eve Day and New Year's Eve Day fall on weekdays and the library is open from 9:00 am-12:00 pm.

### **Article 19** **Sick Leave**

**19.1** Regular full-time employees shall accrue sick leave at a rate of 8.75 hours per month. (based upon full-time Library employees' 35-hour weekly schedule).

**19.2** Part-time employees regularly scheduled to work 20 or more hours per week shall accrue sick leave on a pro-rated basis, based on the number of hours they are regularly scheduled to work pursuant to established City policy.

**19.3** Sick leave may be used in the case of personal illness, injury, or medical appointments. Sick leave may also be used in order to care for immediate family members or for an elderly relative living with the employee. The Employer may also require a physician's note for sick leave absences immediately prior to or following a scheduled vacation or holiday.

**19.4** Sick leave may not be accrued beyond the equivalent of 180 days.

**19.5** Absence Control - Sick Leave Procedures

- A. A medical note from the employee's physician may be required whenever three (3) or more consecutive workdays, or portions thereof, are missed due to illness.
- B. A standard Return to Work form may be used or the employee may obtain a medical note, which shall include the following:
  - 1. The Doctor's signature, indicating that the employee is under his/her care, and the date of treatment.
  - 2. A statement as to whether or not the employee is able to work.
  - 3. If the employee is unable to work, the anticipated Return to Work date or date of follow-up medical examination.
  - 4. A statement of prognosis, if applicable.
  - 5. A recommendation of any restrictions on activities and the length of time such restrictions should be maintained. In the event that restrictions are needed, the Department Head, at his or her discretion, may determine the employee eligible for a light-duty work assignment.

- C. In the event that an absence due to illness exceeds the physician's written anticipated Return to Work date, then a new medical note, which shall include all of the above-described components, shall be required.
- D. Should any of the required medical documentation, as specified above, be missing from a physician's note, the Department Head may require the employee to forward the same prior to approving sick leave payment.
- E. Compensation for sick leave shall be contingent upon the employee's compliance with all of the above described provisions.
- F. A Standard Return to Work form is required prior to an employee's Return to Work following a lengthy illness, surgery, etc.

#### **19.6 Absence Control – Notification**

- A. Employees who must be absent or tardy for any reason should telephone their supervisor as early as possible to explain the reason for being absent or tardy, and to provide for adequate staffing. Except under emergency situations, it is not appropriate for any individual other than the employee to report an absence. Absences are reported to a supervisor only and may not be recognized if reported to an operator or fellow staff member.
- B. Planned absences/tardiness should be discussed as far ahead as possible of the anticipated date. For any sick call made more than ten (10) minutes after the start of the work shift, sick leave pay may be deducted on a pro-rated basis in quarter-hour increments until the time that the call is recorded.
- C. An employee who is absent without notifying the supervisor shall be subject to a written warning initially. On the second offense, he or she is subject to a three-day suspension. A third offense may result in termination. An employee who is absent three consecutive workdays without notifying the supervisor is subject to termination.

#### **19.7 Absence Control – Excessive Use/Abuse of Sick Leave**

- A. Excessive Absence could be defined as when the Department Head discerns a pattern of routine absenteeism in any one (1) three (3), six (6), or twelve (12) month period. When an employee uses 50% or more of his/her annual sick leave accrual without appropriate medical documentation.
- B. In the event the Department Head questions whether an employee is utilizing excessive absences, then he/she shall advise the employee of this belief through a formal conference which will include notification to the Chapter Chair of the date, time, and location of the conference. At this conference, the employee will have the opportunity to explain his or her use of sick leave. Following this conference, if a determination of excessive absence is made, the employee may be placed on a probationary sick leave status, for a period of

six (6) months. During said six (6) month period, the employee shall be required to provide medical documentation justifying every absence due to sickness taken during this period in order to be eligible for sick leave pay. In the event said employee fails to justify any absence during this period, such failure to so document the absence shall be just cause for disciplinary action. If upon the conclusion of the six-month probationary period, no further evidence of excessive absence is presented; the employee will be removed from probationary sick leave status.

- C. In the event the Department Head determines that an employee has abused sick leave privileges by feigning illness, or making a false statement relative to any injury or illness, sick leave pay shall be withheld for the period in question. In addition, the Department Head shall take appropriate disciplinary action by suspending the employee from duty. A subsequent offense of sick leave may result in the employer commencing termination of employment proceedings.
- D. The sick leave abuse clause described above shall apply in instances where an employee leaves work, claiming illness when given a particular work assignment. In such instance, the Department Head or his/her designee may require medical documentation, as outlined in Section 1 B, prior to approving sick leave payment. The employee's failure to provide such documentation may be considered just cause for disciplinary action as described above.

## **Article 20**

### **Sick Leave Bank**

**20.1** There is hereby established a Sick Leave Bank for the employees covered by this Collective Bargaining Agreement under the following rules and regulations:

- A. The Sick Leave Bank is a benefit available to support bargaining unit members who, due to a prolonged serious illness, have exhausted their accumulated sick, personal, or other leave time and may require additional time to recover from their illness. The purpose of the Sick Leave Bank is to provide support for members who are experiencing the devastating effects of a serious, long-term illness or injury. It is not designed to replace or extend accrued sick leave for individual employees and it should not be used for purposes for which it was not intended.
- B. The Sick Leave Bank shall be administered by the Office of Human Resources.
- C. Any member of the bargaining unit who is entitled to accrue sick leave may enroll in the Sick Leave Bank at any time. Upon enrolling in the Sick Leave Bank, the employee shall donate one (1) sick day to the bank
- D. All members of the Sick Leave Bank shall donate one (1) sick day to the bank in January of each year. The Union shall solicit its members for the donations.

E. By January 15<sup>th</sup> of each calendar year, Human Resources shall inform the Union Chapter Chair of the balance of the Sick Leave Bank.

F. It is the Union's responsibility to provide Human Resources with a list of the employees donating to the Sick Leave Bank no later than February 15 of each calendar year.

G. If the balance of the Sick Leave Bank stands at one hundred (100) days or more, then then no annual donation shall be made. Donations will still be required of new enrollees.

**20.2** Requests to withdraw days from the Sick Leave Bank shall be approved or denied by Human Resources upon consultation with the Library Director.

**20.3** Members may be granted a total of thirty (30) days from the sick bank in a twelve (12) month period and may not reapply for leave until one (1) year from the date of his/her last paid sick bank day.

## **Article 21** **Working Conditions**

**21.1** There shall be an employee break room which is not typically used for storage. The break room shall be furnished with appropriate appliances for employees' to use to heat and prepare meals and snacks during breaks and shall have seating sufficient to accommodate employees.

**21.2** Employees shall not be required to work in areas of the library where the temperature exceeds ninety (90) degrees or falls below sixty (60) degrees. If the library closes due to temperature, employees shall be dismissed with pay.

**21.3** Best efforts will be made by the City to provide functioning wi-fi in all areas of the library where employees regularly work.

**21.4** The library director shall make a budget request to have all carpets cleaned annually.

**21.5** All employees shall have access to shower and changing facilities either at the library or city hall annex during the hours the annex is open.

**21.6** The Union and the Employer shall form a joint labor-management committee to investigate and recommend solutions regarding employee parking. It shall be the responsibility of the employer to ensure that this committee has at least one (1) meeting within the first year of this agreement with the City parking director. This JLMC shall make recommendations to the parties prior to the beginning of the second year of this agreement.

**21.7** There shall be a private space made available for employees to use as a nursing room. This space shall have electrical outlets and a locking door. This provision of the contract shall be in effect within six (6) months of the execution of this agreement.

**21.8** With the exception of employees working at the Circulation Desk, each employee shall be provided with a seat for their workspace. The library shall provide two (2) stools at the Circulation Desk for the use of employees assigned to work there which shall be stored when not in use. The parties agree that if the use of stools at the Circulation Desk creates a documented safety or workflow problem within the term of this contract, they will re-open this provision to bargain any changes to this provision. This provision will be implemented no more than thirty (30) days after the execution of this agreement.

**21.9** Representatives of the Employer and the Union agree to meet no fewer than two (2) times per year, or at the request of either party to review and resolve employees' concerns regarding workplace conditions. These meetings may happen simultaneously with other joint labor management committees outlined in this agreement.

**21.10** A schedule of custodians shall be posted and the head custodian shall be notified of any set up, clean up, or other special requirements at least one (1) day in advance.

## **Article 22** **Workplace Safety**

**22.1** It is the goal of both the employer and the Union to create a workplace which is safe for both the library employees and patrons.

**22.2** There shall be a Joint Labor-Management Committee on Safety to discuss safety concerns of the employees and the Employer and to make recommendations on safety issues and develop safety protocols and trainings. The committee shall meet twice per year and be comprised of two (2) management representatives appointed by the Library Director and two (2) Union representatives appointed by the Chapter Chair.

**22.3** The City shall attempt to schedule one (1) training per year to address safety concerns identified by the Joint Labor-Management Committee on Safety and/or the concerns identified by the Safety Survey. The training shall be offered to all library employees and all shall be compensated for the hours spent at the training. If no training is offered, employees shall be given release time and be reimbursed for an approved safety training.

**22.4** The Joint Labor-Management Committee on Safety shall edit and update an emergency protocol manual on an annual basis. The emergency protocol manual shall be distributed to staff whenever updated and staff shall sign an acknowledgement form indicating they have received and read the manual.

## **Article 23** **Hours & Scheduling**

**23.1** All employees shall have access to a shared document noting the schedules of all bargaining unit members a minimum of thirty (30) calendar days in advance. The parties understand that schedules are subject to change in the case of emergencies or time off requests.



**23.2** All full-time employees shall work a minimum of 35 hours each week.

**23.3** Full-time employees shall work every third Saturday, on rotation. Saturday holidays/closures do not alter the rotation schedule. Unless an employee is using paid time off on a Saturday, they shall be responsible for swapping their shift with that of another appropriate staff member. The swapping of shifts shall be done in consultation with the scheduler.

**23.4** Full-time employees who work on Saturdays shall normally be entitled to the following Monday off, or Tuesday when there is a Monday holiday. The day off following Saturday work can be changed by mutual agreement between the employee and the scheduler.

**23.5** Part-time employees shall work every other Saturday, on rotation. Saturday holidays/closures do not alter the rotation schedule. Part-time employees may volunteer to work more Saturday shifts. Unless an employee is using paid time off on a Saturday, they shall be responsible for swapping their shift with that of another appropriate staff member. The swapping of shifts shall be done in consultation with the scheduler.

**23.6** Employees may use paid time off to cover Saturday shifts for up to one (1) shift each calendar year. Employees wishing to use paid time off other than sick time to cover a Saturday shift must submit their request in writing a minimum of four (4) weeks in advance. The approval of the director is required for planned absences.

**23.7** Sunday shifts shall be scheduled quarterly. Full-time employees not excepted from the requirement to work Sunday shifts shall be required to work at least one (1) Sunday per quarter. Part-time employees shall be required to work at least two (2) Sundays per quarter. The scheduler will solicit date preferences from all employees; if any of an employee's chosen dates are not available or departmental needs have been met, the scheduler will offer alternative dates. If remaining Sunday shifts need to be filled, assignments will be made from least senior part-time employee to the most senior part-time employee, and then to the least senior full-time employee to the most senior full-time employee. No employee may be assigned a second additional Sunday shift until each employee has been assigned at least one (1) additional Sunday shift. Employees may ask for every available Sunday shift, but may not be assigned all of them. If an employee cannot work a chosen or assigned Sunday shift, they must arrange to swap shifts with another employee trained to work the assigned desk. Employees shall not be able to use paid time off on Sundays and planned absences require advance notification to the Director.

**23.8** The parties agree that any employee who, as of the date of this Agreement, has not been required to work Saturday and/or Sunday shifts, will not be required to comply with the above provisions regarding weekend shift scheduling.

**23.9** Hours worked on Sunday shall be paid at 1.4 times the employee's normal rate of pay.

**23.10** Employees shall have the option of exchanging their regular shifts for another vacant shift of equal length if the employee has been trained to work at the same location and with the permission of the scheduler. If more than one employee would like to move to the same vacant shift, preference shall be given based on seniority.

**23.11** All employees who are responsible for running programs shall be given thirty (30) minutes of off-desk preparation time per month for each program session that they run.

**23.12** If the library is closed due to inclement weather, employees scheduled to work on that day shall be compensated.

## **Article 24** **Transfers & Vacancies**

**24.1** When a position covered by this agreement becomes vacant, such vacancy shall be subject to a one (1) week internal posting period. The posting period shall begin with a group email of the notice of the vacancy and accompanying job description to each member of the bargaining unit at their noblenet email addresses.

**24.2** The senior bargaining unit member applicant for the position will be given preference for appointment, provided his/her qualifications are at least equal to the qualifications of the other bargaining unit member applicants. In any grievance proceedings involving this Article, the burden of proof shall be on the Union to show that the member not appointed had qualifications at least equal to the applicant appointed by the City. The Employer shall make available all relevant documentation upon request.

**24.3** In the event there are no member applicants who have the qualifications needed, the position shall be filled from outside the bargaining unit. In any grievance proceedings involving this provision, the burden of proof shall be on the Union to show that the member applicant not appointed meets the qualifications needed for the position.

**24.4** For the purposes of this Article, the qualifications to be considered for appointment and/or promotions shall include knowledge, education, skills, experience, current performance, attendance, and demonstrated willingness to handle increased or varied responsibilities.

## **Article 25** **Discipline**

**25.1** No employee shall be disciplined or discharged without just cause.

**25.2** The Union acknowledges, and to the extent that they do not conflict with any provisions of this agreement, to follow the City's Progressive Discipline Policy, found in Appendix B. If future changes are made to the City's Progressive Discipline Policy, the City will provide the Union with notice of the changes and provide the Union with an opportunity to bargain.

## **Article 26** **Probationary Employees**

**26.1** Each new full-time employee shall be considered a probationary employee for the first three (3) months of active service at the Library. Each new part-time employee regularly

scheduled for ten (10) or more hours each week shall be considered probationary for the first six (6) months of service at the library. Each new part-time employee regularly scheduled for fewer than ten (10) hours each week shall be considered probationary for the first twelve (12) months of active service at the library. Probationary employees may be disciplined, discharged, or otherwise terminated in the sole discretion of the Employer and such action shall not be subject to the grievance and arbitration provisions of this Agreement. Employees shall begin a new probationary period if they leave employment at the library and are re-hired after a break in service of more than six (6) months.

## **Article 27** **Evaluations**

### **27.1 INTRODUCTION:**

Employees are entitled to an annual assessment of the performance, to be completed by the Director or Assistant Director. Performance assessments are designed to serve the needs of both the employee and the Library. The purpose of the assessment will be to foster an interactive dialog, identify best practices, encourage dedication and innovation, identify deficiencies, if any in performance so that measures may be taken to improve future performance. Additionally, the assessment will serve as a means to foster discussion to decide on training and educational opportunities available for the employee.

A comprehensive program for employee performance assessment will:

1. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances;
2. Serve as a motivational tool and improve the quality job performance;
3. Encourage collaborative communication within the Library; and
4. Monitor the performance of probationary employees on a timely basis.

A performance assessment is a key component of employee development and is intended to be a fair and balanced assessment of an employee's performance. It involves observation, guidance, training and open communication between the employee and the evaluator.

Performance assessments are a developmental tool, used to assess an employee's job-related strengths and weaknesses and develop his or her professional and personal competence to the fullest.

Ultimately, the performance assessment is an opportunity for the employee and the supervisor to work together to find the means to which the employee's ability can be utilized and strengthened to he or her fullest potential.

Performance assessments conducted in accordance with this article shall not be used for monetary incentive or discipline.

### **27.2 PROCESS:**

Employees will be assessed annually, no more than thirty (30) days prior to their anniversary dates or promotion dates.

A newly hired employee will be assessed on or before the completion of his or her probationary period first three months of employment. If the employee is retained by the employer after the probationary period, he or she shall be evaluated no later than thirty (30) days prior to his or anniversary date.

### **27.3 FORM:**

During the term of this collective bargaining agreement, the parties will form a joint labor management committee to develop assessment forms for the positions in the bargaining unit. The parties agree to meet no less than quarterly to develop and agree upon the forms to be used, with a plan to begin the implementation of the performance assessment process one year after the ratification of this agreement.

The assessment form while specific to the employee's position, will be recorded in writing, and may cover the following areas:

1. Quality and quantity of work;
2. Work habits;
3. Work attitudes;
4. Working relationships with co-workers and the public;
5. Supervisory ability, if applicable.

### **27.4 PERFORMANCE ASSESSMENT MEETING:**

The employer will schedule the assessment meeting with the employee. The meeting will be private but the employee may request Union representation. The employer will provide the employee with a copy of the assessment and offer the employee an opportunity to discuss the assessment. The meeting is designed to be an interactive discussion between the employer and the employee to encourage further conversations and if applicable, recommendations or an action plan for the future. The joint labor management committee may also develop forms to be used as part of the performance assessment meeting.

### **27.5 FOLLOW-UP**

The employee's performance assessment will be kept in the employee's personnel file in the Human Resources Office. Any recommendation or action plan submitted or other materials relative to the basis of the assessment will be kept with the performance assessment in the same manner. The employee may review his or her assessment and additional documentation if applicable at any reasonable time determined by him or her and the Human Resources Director.

### **27.6 EMPLOYEE RIGHTS:**

The employee may request an additional follow-up meeting with his or her assessor and the Human Resources Director, for further discussion and clarification of his or her assessment. The employee may not grieve the results of the performance assessment, unless he or she can verify the assessment has resulted in a negative action against him or her or if it is discriminatory. If the employee believes the procedures outlined in this section have not been followed, the employee may seek relief through the grievance procedure consistent with this Agreement.

## **Article 28**

### **Salary**

**28.1** Employees shall be compensated in accordance with the wage scales found in Appendix A.

**28.2** Full-time and benefited part-time employees with ten (10) or more years of service as of July 1, 2020 shall receive a one-time bonus of \$500.00. Full-time and benefited part time employees with twenty (20) years of service as of July 1, 2020 shall receive a one-time bonus of \$750.00.

## **Article 29**

### **Tuition Reimbursement**

**29.1** Subject to funding, all regular full-time employees who have been employed for six (6) consecutive months, shall be eligible for the reimbursement of up to 50% of the cost of the tuition for one (1) graduate course per semester taken in pursuit of a Masters of Library Science degree. All part-time employees who have been employed for twelve (12) consecutive months shall be eligible for reimbursement of up to 25% of the cost of one (1) graduate course per semester taken in pursuit of a Masters of Library Science Degree. Any coursework an employee undertakes shall not interfere with his or her regularly scheduled work.

**29.2** Employees seeking reimbursement for a course shall apply in writing for reimbursement by August 1<sup>st</sup> for courses taken during the Fall or December 15<sup>th</sup> for courses taken in the Spring. Employees shall submit requests for reimbursement for summer session courses by May 1<sup>st</sup>.

**29.3** Should the budget include funds sufficient to provide for reimbursement, reimbursement shall be given on a first-come, first-serve basis. Employees who receive reimbursement in one (1) semester shall have the first opportunity to receive reimbursement for the following semester. New applications for tuition reimbursement shall be granted on a first-come, first-serve basis. Each eligible employee is eligible for reimbursement for no more than one (1) course per semester. This article does not impact the tuition reimbursement policy promulgated by the Salem Public Library Board of Trustees or employees eligibility thereunder.

**29.4** Prior to any reimbursement, the employee shall submit to the Library Director documentation of the cost of the course and a transcript denoting that the employee has received a passing grade in the course. Reimbursement will not be provided to any employee who leaves employment prior to the date of course completion.

**29.5** Each fiscal year, the Library Director shall include in the Library's proposed budget a request for funds in the line item for educational reimbursement.

**Article 30**  
**Duration**

**30.0** This agreement shall remain in effect until June 30, 2022.

<b><u>For the Union</u></b>	<b><u>Date</u></b>	<b><u>For the City</u></b>	<b><u>Date</u></b>
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## **Appendix A – On Scale Employees**

**Effective July 1, 2019**

LAST	Years 1-3		Years 4-6		Years 7-9		Years 10+	
Department Head/Tech	\$ 33.65	\$61,244.36	\$ 34.66	\$63,081.70	\$ 35.70	\$64,974.15	\$ 36.41	\$66,923.37
Department Head (MLS)	\$ 29.12	\$53,000.00	\$ 29.99	\$54,590.00	\$ 30.89	\$56,227.70	\$ 31.51	\$57,914.53
Department Head	\$ 28.02	\$51,000.00	\$ 28.86	\$52,530.00	\$ 29.73	\$54,105.90	\$ 30.32	\$55,729.08
Staff Librarian 3 (MLS)	\$ 25.00	\$45,500.00	\$ 25.75	\$46,865.00	\$ 26.52	\$48,270.95	\$ 27.05	\$49,719.08
Staff Librarian 3	\$ 23.90	\$43,500.00	\$ 24.62	\$44,805.00	\$ 25.36	\$46,149.15	\$ 25.86	\$47,533.62
Staff Librarian 2 (MLS)	\$ 23.35	\$42,500.00	\$ 24.05	\$43,775.00	\$ 24.77	\$45,088.25	\$ 25.27	\$46,440.90
Staff Librarian 2	\$ 22.25	\$40,500.00	\$ 22.92	\$41,715.00	\$ 23.61	\$42,966.45	\$ 24.08	\$44,255.44
Staff Librarian 1 (MLS)	\$ 22.25	\$40,500.00	\$ 22.92	\$41,715.00	\$ 23.61	\$42,966.45	\$ 24.08	\$44,255.44
Staff Librarian 1	\$ 21.15	\$38,500.00	\$ 21.68	\$39,462.50	\$ 22.01	\$40,646.38	\$ 22.45	\$41,865.77
Library Assistant 2 (MLS)	\$ 18.00		\$ 18.54		\$ 19.10		\$ 19.67	
Library Assistant 2	\$ 17.00		\$ 17.51		\$ 18.04		\$ 18.58	
Library Assistant 1 (MLS)	\$ 16.00		\$ 16.48		\$ 16.97		\$ 17.48	
Library Assistant 1	\$ 15.00		\$ 15.45		\$ 15.91		\$ 16.39	

**Effective July 1, 2020**

2.5% increase to all rates of pay on wage scale

Job Title	Year 1-3		Year 4-6		Year 7-9		Year 10+	
Department Head/Tech	\$ 34.49	\$62,775.47	\$ 35.53	\$64,658.74	\$ 36.59	\$66,598.50	\$ 37.69	\$68,596.46
Department Head (MLS)	\$ 29.85	\$54,325.00	\$ 30.74	\$55,954.75	\$ 31.67	\$57,633.39	\$ 32.62	\$59,362.39
Department Head	\$ 28.72	\$52,275.00	\$ 29.58	\$53,843.25	\$ 30.47	\$55,458.55	\$ 31.39	\$57,122.30
STAFF LIBRARIAN 3 (MLS)	\$ 25.63	\$46,637.50	\$ 26.39	\$48,036.63	\$ 27.19	\$49,477.72	\$ 28.00	\$50,962.06
STAFF LIBRARIAN 3	\$ 24.50	\$44,587.50	\$ 25.23	\$45,925.13	\$ 25.99	\$47,302.88	\$ 26.77	\$48,721.97
Staff Librarian 2 (MLS)	\$ 23.94	\$43,562.50	\$ 24.65	\$44,869.38	\$ 25.39	\$46,215.46	\$ 26.15	\$47,601.92
Staff Librarian 2	\$ 22.81	\$41,512.50	\$ 23.49	\$42,757.88	\$ 24.20	\$44,040.61	\$ 24.92	\$45,361.83
Staff Librarian 1 (MLS)	\$ 22.81	\$41,512.50	\$ 23.49	\$42,757.88	\$ 24.20	\$44,040.61	\$ 24.92	\$45,361.83
STAFF LIBRARIAN 1	\$ 21.68	\$39,462.50	\$ 22.33	\$40,646.38	\$ 23.00	\$41,865.77	\$ 23.69	\$43,121.74
Library Assistant 2 (MLS)	\$ 18.45		\$ 19.00		\$ 19.57		\$ 20.16	
Library Assistant 2	\$ 17.43		\$ 17.95		\$ 18.49		\$ 19.04	
Library Assistant 1 (MLS)	\$ 16.40		\$ 16.89		\$ 17.40		\$ 17.92	
Library Assistant 1	\$ 15.38		\$ 15.84		\$ 16.31		\$ 16.80	

## Effective July 1, 2021

2.5% increase to all rates of pay on wage scale

Job Title	Year 1-3		Year 4-6		Year 7-9		Year 10+	
Department Head/Tech	\$ 35.35	\$ 64,344.86	\$ 36.41	\$ 66,275.21	\$ 37.51	\$ 68,263.46	\$ 38.63	\$ 70,311.37
Department Head (MLS)	\$ 30.60	\$ 55,683.13	\$ 31.51	\$ 57,353.62	\$ 32.46	\$ 59,074.23	\$ 33.43	\$ 60,846.45
Department Head	\$ 29.44	\$ 53,581.88	\$ 30.32	\$ 55,189.33	\$ 31.23	\$ 56,845.01	\$ 32.17	\$ 58,550.36
STAFF LIBRARIAN 3 (MLS)	\$ 26.27	\$ 47,803.44	\$ 27.05	\$ 49,237.54	\$ 27.87	\$ 50,714.67	\$ 28.70	\$ 52,236.11
STAFF LIBRARIAN 3	\$ 25.11	\$ 45,702.19	\$ 25.86	\$ 47,073.25	\$ 26.64	\$ 48,485.45	\$ 27.44	\$ 49,940.01
Staff Librarian 2 (MLS)	\$ 24.53	\$ 44,651.56	\$ 25.27	\$ 45,991.11	\$ 26.03	\$ 47,370.84	\$ 26.81	\$ 48,791.97
Staff Librarian 2	\$ 23.38	\$ 42,550.31	\$ 24.08	\$ 43,826.82	\$ 24.80	\$ 45,141.63	\$ 25.55	\$ 46,495.88
Staff Librarian 1 (MLS)	\$ 23.38	\$ 42,550.31	\$ 24.08	\$ 43,826.82	\$ 24.80	\$ 45,141.63	\$ 25.55	\$ 46,495.88
STAFF LIBRARIAN 1	\$ 22.22	\$ 40,449.06	\$ 22.89	\$ 41,662.53	\$ 23.58	\$ 42,912.41	\$ 24.29	\$ 44,199.78
Library Assistant 2 (MLS)	\$ 18.91		\$ 19.48		\$ 20.06		\$ 20.66	
Library Assistant 2	\$ 17.86		\$ 18.40		\$ 18.95		\$ 19.52	
Library Assistant 1 (MLS)	\$ 16.81		\$ 17.31		\$ 17.83		\$ 18.37	
Library Assistant 1	\$ 15.76		\$ 16.23		\$ 16.72		\$ 17.22	



## **Appendix A – Off Scale Employees**

### **Effective July 1, 2019**

Last Name	Job Title	Years 1-3	Years 4-6	Years 7-9	Years 10+
Hooks	Library Assistant 2	\$ 18.01	\$ 18.55	\$ 19.11	\$ 19.68
Tracy	Library Assistant 2 (MLS)	\$ 26.36	\$ 27.15	\$ 27.97	\$ 28.80
Strom	Library Assistant 2 (MLS)	\$ 20.97	\$ 21.60	\$ 22.25	\$ 22.91
Ryder	Library Assistant 2 (MLS)	\$ 18.37	\$ 18.92	\$ 19.49	\$ 20.07
Pressman	Library Assistant 1	\$ 17.13	\$ 17.64	\$ 18.17	\$ 18.72
Michellini	Library Assistant 1	\$ 16.93	\$ 17.44	\$ 17.96	\$ 18.50
Epstein	Library Assistant 1	\$ 15.93	\$ 16.41	\$ 16.90	\$ 17.41
Hedio	Library Assistant 1	\$ 17.13	\$ 17.64	\$ 18.17	\$ 18.72

### **Effective July 1, 2020**

2.5% increase to all rates of pay on wage scale

Last Name	Job Title	Years 1-3	Years 4-6	Years 7-9	Years 10+
Hooks	Library Assistant 2	\$ 18.46	\$ 19.01	\$ 19.58	\$ 20.17
Tracy	Library Assistant 2 (MLS)	\$ 27.02	\$ 27.83	\$ 28.66	\$ 29.52
Strom	Library Assistant 2 (MLS)	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49
Ryder	Library Assistant 2 (MLS)	\$ 18.83	\$ 19.39	\$ 19.98	\$ 20.58
Pressman	Library Assistant 1	\$ 17.56	\$ 18.08	\$ 18.63	\$ 19.19
Michellini	Library Assistant 1	\$ 17.35	\$ 17.87	\$ 18.41	\$ 18.96
Epstein	Library Assistant 1	\$ 16.33	\$ 16.82	\$ 17.32	\$ 17.84
Hedio	Library Assistant 1	\$ 17.56	\$ 18.08	\$ 18.63	\$ 19.19

### **Effective July 1, 2021**

2.5% increase to all rates of pay on wage scale

Last Name	Job Title	Years 1-3	Years 4-6	Years 7-9	Years 10+
Hooks	Library Assistant 2	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.68
Tracy	Library Assistant 2 (MLS)	\$ 27.69	\$ 28.53	\$ 29.38	\$ 30.26
Strom	Library Assistant 2 (MLS)	\$ 22.03	\$ 22.69	\$ 23.37	\$ 24.07
Ryder	Library Assistant 2 (MLS)	\$ 19.30	\$ 19.88	\$ 20.48	\$ 21.09
Pressman	Library Assistant 1	\$ 18.00	\$ 18.54	\$ 19.09	\$ 19.67
Michellini	Library Assistant 1	\$ 17.79	\$ 18.32	\$ 18.87	\$ 19.44
Epstein	Library Assistant 1	\$ 16.74	\$ 17.24	\$ 17.76	\$ 18.29
Hedio	Library Assistant 1	\$ 18.00	\$ 18.54	\$ 19.09	\$ 19.67

## **Appendix B – City of Salem Progressive Discipline Policy**

All employees of the City of Salem Public Library are expected to conduct themselves in a professional, courteous and helpful manner while adhering to high standards of productivity. Individuals may be disciplined for actions not in accordance with conduct expected of City of Salem Public Library employees. Progressively more severe penalties may be imposed on an employee each time any given offense is repeated.

### **PURPOSE**

The purpose of this policy is to ensure that discipline is constructive and applied consistently throughout all City departments, including the Salem Public Library, in order to resolve specific work problems.

### **SCOPE**

This policy applies to all employees of the City of Salem, including the employees of the Salem Public Library.

### **PROCEDURES**

The need for discipline usually arises from three general conditions.

- A. The employee is performing below job standards in terms of work quantity, quality, method, timeliness, or cost.
- B. The employee disobeys prescribed rules of conduct, behavior, or general performance, such as reporting to work on time.
- C. The employee interferes with the performance of others, does something damaging to the reputation or welfare of the Salem Public Library, the City as the employer, the other employees, or to the employee's own credibility, or by his or her actions, adversely affects the provision of services to the citizens of Salem.

Unless the problem is a severe one, as described below in MAJOR INFRACTIONS, the following steps are normally followed in the progressive discipline system. The employee has a right to request union representation in any disciplinary conference or hearing. In determining what action is needed to correct a problem, the Library Director may decide to repeat any step in the progressive discipline process before proceeding to the next step.

### **VERBAL WARNING**

A verbal warning or reprimand is not considered official or formal discipline and therefore should be noted, with the date it occurred, only in the Library Director's and/or supervisor's desk notes. No record should be placed in the employee's official Human Resources file. A verbal warning is issued in a conference format, in which the problem is identified, and the expectations for correcting the problem are given. In addition, the Library Director or supervisor may offer assistance in helping the employee

resolve the cause of the problem. In the verbal warning or other step in progressive discipline the individual should be given a reasonable period of time to correct any ongoing problem. A date should be stated, indicating when the situation should be reviewed.

Instances where a verbal warning may be appropriate may include unintentional neglect of equipment, excessive or unusual use of sick leave, patterned tardiness, or antagonizing another employee, or performance below standard.

## **WRITTEN WARNING**

A written warning to an employee is the next step in the progressive disciplinary process, if the employee fails to correct the problem identified in the verbal warning. This is a more formal disciplinary notice, which is placed in the employee's Human Resources file. A written warning and other written disciplinary actions, including notices of suspension and discharge, should contain the following elements:

1. Date of notice, full name of employee, employee's position title and department.
2. The specific disciplinary action being initiated, the date the action will take effect (except on written reprimands, which are immediate); and a detailed description of the offense or violation and the date such offense occurred.
3. A citation and quotation of any policy, rule, or directive that was violated.
4. A specific reference, with date, of verbal warning(s) or other actions given previously in an attempt to correct the same or similar problem.
5. A statement of what is expected of the employee to correct the problem and an offer of assistance.
6. A statement of the consequence of a repeat or continuation of the same, or substantially similar, violation (suspension, termination, etc.)
7. If appropriate, a date when the situation will be reviewed to see if the problem has been corrected.
8. Copies of the letter to the employee are to be submitted to the Human Resources Director and to the Chapter Chair.

Upon the request of the Library Director, the Human Resources Director may assist in drafting a written warning or other documentation of further disciplinary action.

## **NOTICE OF SUSPENSION**

A suspension without pay is the next step through progressive discipline prior to termination. It may be exercised immediately following the occurrence of a major offense, as described below, in MAJOR INFRACTIONS, or in instances of sick leave abuse.

In determining the length of a suspension, the Library Director should consider both the severity of the act and the employee's past record.

## **TERMINATION NOTICE**

No decision to terminate an employee shall be made until the Library Director has consulted with the Human Resources Director. In instances where an employee's conduct causes unsafe work conditions, jeopardizes public safety, or makes the following of normal disciplinary procedures impractical, the Library Director should suspend the employee with pay until the facts are gathered and the situation is reviewed with the Human Resources Director. A decision to terminate may then be made.

Both the Library Director and the Human Resources Director in a conference should inform the employee of the termination decision. At the employee's request, a union representative may be present. Following the conference, the Library Director will issue a written letter to the employee stating the reasons for the action taken, with a copy sent to the Human Resources Director and the Chapter Chair.

## **MAJOR INFRACTIONS**

Immediate dismissal may be warranted when an employee commits one of the following major offenses or another one of similar magnitude. The progressive discipline policy outlined above will not be followed in these instances.

- A. Verbally or physically harassing or discriminating against any employee or member of the public on the basis of that individual's race, national origin, religion, sex, age, or handicap.
- A.1) Verbally or physically harassing any City of Salem Public Library employee or member of the public.
- B. Committing and being convicted of a felony, misdemeanor, or other offense involving dishonesty or breach of public trust and confidence even if such offense is committed while off-duty. Offenses occurring while on duty will be reported to the Police Department immediately.
- C. Stealing or maliciously destroying property of the City of Salem or the Board of Library Trustees or failing to fully report knowledge of such action.
- D. Insubordination, which includes rude or discourteous conduct towards a supervisor as well as refusal to comply with a supervisor's orders. Employees who feel that they have a good reason for not following directions should undertake the work as assigned (unless there is an obvious impropriety or hazard involved) and later register their complaint with a higher supervisor, a Union Representative or the Director of Human Resources.

- E. Performing job assignments in a grossly negligent manner, which results in unsafe work conditions, unsafe employee health conditions or public danger.
- F. Provoking or starting a fight involving physical contact or threatening the health and safety of a fellow employee or citizen.
- G. Deliberately falsifying or altering any official City records or City of Salem Public Library records or failing to fully report knowledge of such action. This includes, but is not limited to employment applications, time cards, time sheets, billing, insurance or medical records. Feigning illness, or sick leave abuse, abusing library borrowing privileges, and sleeping while on duty are also included here.
- H. Behavior unbecoming an employee of the City of Salem Public Library, such as working while intoxicated or possessing, selling or using illegal drugs or abusing legal drugs anywhere on City or City of Salem Public Library premises, etc.
- I. Carrying unauthorized firearms, concealed or unconcealed, explosives or other dangerous weapons while on duty or on City or City of Salem Public Library property.
- J. Being absent without leave from his or her assigned work location or schedule.
- K. Utilizing one's position with the City of Salem Public Library for financial or other personal gain in violation of the conflict of Interest Law.
- L. Utilizing one's position with the City of Salem Public Library to embarrass any City officials or the Board of Library Trustees by publicly misstating their practices and policies or by making malicious, false or derogatory statements designed to damage the integrity or reputation of the Board of Library Trustees, the City, or its officials.
- M. Unauthorized release of confidential information or official records.

## **APPEAL PROCEDURES**

All non-probationary bargaining unit employees have the right to appeal any step in the Progressive Discipline Policy through the grievance process established in the collective bargaining agreement between the City of Salem Public Library and the City of Salem, including arbitration.

## Appendix C – Membership Form

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**MEMBERSHIP APPLICATION**  
**MASSACHUSETTS LIBRARY STAFF ASSOCIATION**  
**LOCAL 4928**



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**FIRST NAME:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_

**PERSONAL (NON-WORK) E-MAIL:** \_\_\_\_\_

**LIBRARY:** \_\_\_\_\_

**UNIT: (CHECK ONE)**

**EMPLOYMENT STATUS: (CHECK ONE)**    ☐ FULL TIME    ☐ PART TIME

**MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION**

- ☐ I hereby request and accept membership in Massachusetts Library Staff Association (MLSA), Local 4928 and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.
- ☐ Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Massachusetts Library Staff Association (MLSA), Local 4928 membership dues in the amount established or revised by Massachusetts Library Staff Association (MLSA), Local 4928 in accordance with the Massachusetts Library Staff Association (MLSA), Local 4928 Constitution and By-Laws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by Massachusetts Library Staff Association (MLSA), Local 4928. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**FOR TREASURER USE ONLY**

☐ FULL DUES RATE    ☐ HALF DUES RATE    ☐ QUARTER DUES RATE    ☐ EIGHTH DUES RATE

**Side Letter of Agreement (Not Part of CBA) – City Policies**

The City and the Union acknowledge the following City of Salem policies as operative except where they conflict with any terms of the collective bargaining agreement between the parties:

- Alcohol and Drug Policy
- Sexual Harassment Policy
- Employee Assistance Policy
- Small Necessities Leave Act (SNLA) Policy

The parties agree to bargain regarding any modifications to the above policies.

Signed in duplicate on this day of \_\_\_\_\_, 2020

**For the City**

**For the Union**

_____	_____
_____	_____
_____	_____