

CITY OF FRAMINGHAM
and
SEIU, LOCAL 888
Framingham Public Library Union

*Collective Bargaining Agreement
July 1, 2022 to June 30, 2025*

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ARTICLE 1

Preamble

THIS AGREEMENT entered into by the **City of Framingham**, hereinafter referred to as the "*Employer*", and **Framingham Public Library Staff Union**, Local 888, Service Employees International Union, CTW-CIO, CLC, hereinafter referred to as the "*Union*", has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The term "*employee*" when used in this Agreement shall mean those employees of the City hereinafter described.

ARTICLE 2

Recognition

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 and regular part-time employees, and temporary employees, excluding the Director, Assistant Director, Administrative Assistant, Secretary to the Director, pages and all employees currently represented by the Association of Municipal Personnel, in accordance with MCR-3884. The Employer and the union recognize the right of any employee to become a member of the union and will not discourage, discriminate or in any other way interfere with any employee in the exercise of those rights. The Employer will advise all new employees, at the time of their employment, that the union is their bargaining representative and will notify the union in writing of the name and classification of each new employee.

ARTICLE 3

Management Rights

The union recognizes the right of the City and its representatives to manage the Library and direct employees covered by this Agreement. The City shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the City.

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the City not listed herein. Such inherent management rights shall remain with the City except as they may be shared with the Union by specific provisions of this Agreement.

The City shall have the right to appoint, promote, assign and transfer employees; establish qualifications and specifications for positions and to determine the necessity for filling a vacancy; direct employees; take disciplinary action against employees for just cause; relieve employees from duties because of lack of work, lack of money, or other legitimate reasons; maintain and improve the efficiency of governmental operations; set standards for quality of service; determine the facilities and methods by which the Employer's operations are to be conducted, including but not limited to library locations and hours, employee work schedules, and the use of pages and part-time employees; and promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement provided that such rights will not be exercised in conflict with the Agreement.

ARTICLE 4

No Strike Clause

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by themselves or by any other employee in accordance with Chapter 150E.

ARTICLE 5

Non-Discrimination

The City and Union agree that they will continue their present policy and practice of not discriminating against any employee because of union membership and activities or the lack of membership or the refraining from engaging in union activities. Further, the City and Union agree that they will continue their present policy and practice of not discriminating against any employee because of race, color, creed, national origin, ancestry, sex, religion, gender identity expression, handicap, sexual orientation or age as provided by law.

ARTICLE 6

Dues Deductions

Section 6.1: During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the Union for union dues and COPE contributions from each member of the Union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the Employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

The electronic payroll roster must include; employee ID numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

When the Employer hires new employees who are members of the bargaining unit, one-half (½) hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon hiring of a new employee.

Section 6.2: Upon signing of this Agreement and monthly, thereafter, the Employer shall supply to the Union a list of all employees covered by this Agreement. The list shall include the employee's legal name, home address, phone number, personal email, date of hire, annual salary, bargaining unit, department, job title, work site, work email address, and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

ARTICLE 7

Discipline

Employees shall not be disciplined or discharged except for just cause. No notice of reprimand shall be placed in an employee's file unless first shown to the employee. An employee shall have the right to inspect their personnel file. An employee shall also have the right upon request to have a union representative present at any meeting in which disciplinary action is taken.

ARTICLE 8

Grievance Procedure

Section 8.1: A "*grievance*" is hereby defined to mean a dispute involving the meaning, interpretation, violation or application of this Agreement.

Section 8.2: Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Union shall permit the aggrieved party or parties to proceed to the next step. A working day shall be Monday through Friday, excluding holidays.

Section 8.3: Failure at any step of this procedure to appeal the decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 8.4: No reprisal of any kind shall be taken by any party of this Agreement against any party in interest, any witness, any members of the Union or any other participant in the grievance procedure by reasons of participation.

Section 8.5: Procedure:

Step 1: The grievance shall be presented by the Union in written form to the Director within ten (10) working days after the occurrence of the matter which gave rise to the grievance, or ten (10) working days after the employee first should have known of such occurrence, whichever is first. The Director shall hold a meeting on the grievance with the employee and the representative(s) of the Union within ten (10) working days of receipt of the written grievance. The Director shall give their answer in writing within ten (10) working days of the date of the meeting.

Step 2: If the reply does not resolve the grievance, or the Director fails to reply, the Union within ten (10) working days may refer it to the Mayor or designee. The Mayor and/or their authorized representative, a representative from the Supervising Board where applicable, the employee and the representative(s) of the Union will meet within ten (10) working days after the presentation of the grievance for further discussion thereof in an attempt to dispose of such grievance. The response shall be due in writing within ten (10) working days of the date of the meeting.

Step 3: If the reply does not resolve the grievance, or the Director fails to reply, the Union may submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association. A written demand for arbitration must be received by the City within thirty (30) calendar days of receipt of Step 2 answer or when Step 2 answer was due, whichever is first. The decision of the arbitrator on all questions of fact shall be final and binding on both parties. The arbitrator shall not have the power to amend, add to, or alter the provision of the Agreement but

shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement.

Section 8.6: No employee shall have the right to require arbitration, that right being reserved to the Union and the Employer.

Section 8.7: The Employer will make available to the arbitrator, upon request, records, which are pertinent to the grievance and are not, in the opinion of the Employer, of a confidential nature.

Section 8.8: Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator and incidental expenses mutually agreed to in advance shall be shared equally between the two parties.

Section 8.9: Any of the time limits set forth herein may be extended by mutual written agreement of the parties.

ARTICLE 9

Holidays

Section 9.1: The following legal holidays shall be deemed to be paid holidays for employees eligible under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's day	Thanksgiving Day*
Memorial Day	½ day off before Christmas**
Independence Day	Christmas

* The day after Thanksgiving is a regular work day. However, if City Hall is closed on that date, all bargaining unit members shall be entitled to take another day as a 'floating holiday'.

** 12:00 p.m. (noon) release on the last working day before Christmas.

In addition to the above, an employee will be given an additional one-half (½) day off to be taken at a time to be determined by the Director, and subject to the requirements of adequate staffing as determined by the Director.

When any of the above holidays fall on Sunday, that holiday will be recognized and observed on Monday following that Sunday. When one (1) of these days falls on Saturday, the preceding Friday will be observed as the holiday by the City Departments.

An employee is credited with another day of vacation when one (1) of the above holidays fall during their vacation leave.

Time worked on a holiday shall be paid at time and one-half (1 ½) the regular hourly rate in addition to pay for that holiday. Effective July 1, 1998, any employee who works on the Saturday of a holiday weekend, shall receive Sunday differential pay.

Except as provided below, the Library will close at 5:00 p.m. the day before all holidays, and will close on the Saturday before Memorial Day and the Saturday before Labor Day.

The Library will remain open until 9:00 p.m. on the night before Veteran's Day whenever Veteran's Day falls on Tuesday through Friday. On the evening before Veteran's Day, when the Library is open until 9:00 p.m., all permanent employees shall receive Sunday shift differential pay for all time spent working past 5:30 p.m.

When Christmas falls on a Saturday, the library will remain open until 9:00 p.m. on the Thursday, December 23. When New Year's Day falls on a Saturday, the library will remain open until 9:00 p.m. on Thursday, December 30.

Section 9.2: Juneteenth will be a paid holiday. In accordance with MA state law, if Juneteenth falls on a Sunday, it will be observed on Monday. If Juneteenth falls on a Saturday, the City will observe it on Friday only if MA State government is also closed.

Section 9.3: Part-time employees covered by this Agreement and working the schedule of twenty (20) hours per week but less than the established weekly hours shall be eligible for holiday pay in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours.

ARTICLE 10

Vacation Leave

Section 10.1: Regular full-time permanent employees, except as hereinafter provided, shall be entitled to vacation with pay in accordance with the following schedule:

Completion of Continuous Service Annual Vacation Leave

Up to Seven (7) Years: Three (3) Weeks

More than Seven (7) – Less than Sixteen (16) Years: Four (4) Weeks

More than Sixteen (16) Years – Less than Twenty (20) Years: Four (4) Weeks and:

1. Sixteen (16) years: one (1) additional contract day
2. Seventeen (17) years: one (1) additional contract day for a total of two (2) additional contract days
3. Eighteen (18) years: one (1) additional contract day for a total of three (3) additional contract days
4. Nineteen (19) years: one (1) additional contract day for a total of four (4) additional contract days
5. At twenty (20) years employees receive five (5) weeks of vacation; contract days end after employee's 19th year.

Twenty (20) Years and beyond: Five (5) Weeks.

First year employees may use accrued vacation time after the completion of six (6) months.

A one-time adjustment may be made for an employee who is converted from another eligibility date to anniversary date of eligibility. No employee shall receive more or less vacation than is due under this Article because of such conversion.

Section 10.2: One-twelfth of an employee's annual vacation time will be accrued and credited to an employee's bank, proportionate with the above listed schedule, on a monthly basis. Employees may "borrow against" their bank of vacation time expected to be earned within that anniversary year, not to exceed the amount expected to be earned at the above rate within that year without written permission

of the Director. This accrual start and end date shall be based upon the employee's start date with the City of Framingham, hereafter referred to as the employee's "anniversary". For purposes of this Article, an employee's anniversary date shall be the date on which such employee begins work with the City of Framingham and becomes eligible for vacation benefits.

Use of vacation time beyond time earned or "borrowed against" will result in unpaid status for the number of hours used.

Section 10.3 Permanent part-time employees covered by this Agreement working a scheduled work week of twenty (20) hours or more, but less than the established weekly hours shall be credited with paid vacation leave under the above schedule in the same proportion that the scheduled hours of the employee bear to the established hours of the department.

All vacation requests are subject to the approval of the Department Head and shall be subject to departmental guidelines regarding staffing levels, peak work periods and vacation approval. Requests for Vacation Leave must be made in writing via use of the City of Framingham Time Usage Request Form.

Section 10.4 Employees will be eligible to accrue vacation leave upon completion of their first month of employment although no vacation time will be available for use prior to an employee completing six months of service. New employees will be allowed to use up to three weeks of accrued or "borrowed against" vacation time after six months of employment. If an employee leaves the service of the City having "borrowed against" time not yet earned, that vacation time taken must be "repaid" to the City. Only those who continue employment with the City beyond one year of continuous service are considered to have earned their full vacation leave entitlement.

Vacation time will be allocated through the Payroll Department monthly, at the end of each month. Accrual rates will be updated, as appropriate on each corresponding anniversary date in accordance with the schedule listed above. This is time earned for completion of the prior year of service (ie: an employee must complete seven years of service in order to be eligible for 20 vacation days).

Vacation time, used and available balance will be indicated on each individual's pay stub and will be tracked in hours, not days. Balance may not reflect recent usage.

Section 10.5: An employee may carry over earned vacation amounts beyond those stated in this agreement. Up to one week's vacation leave will automatically be carried over annually. Vacation leave carried over beyond one week will be carried over with written approval from the Director.

Section 10.6 Upon leaving the City, employees shall be paid out any earned and unused vacation time.

Section 10.7 Employees who have left the City of Framingham, in good standing, and are rehired within a period of two years, shall be credited with their prior service for the purpose of calculating continuous service for vacation accrual.

Vacation benefits do not accrue for employees out on Workers Compensation for more than one continuous month (unless otherwise entitled by law).

Section 10.8 Newly hired permanent employees who have worked as permanent full-time and part-time employees in another Massachusetts municipality or Massachusetts city library shall be able to apply all years during which they have paid into the Mass public employee retirement system towards calculating

vacation to which they are entitled. Those who worked previously as permanent part-time employees shall be able to count years of service as above on a pro-rated one-year-to-one-year basis.

ARTICLE 11

Sick Leave

Section 11.1: During the term of this Agreement sick leave shall accrue to full-time permanent employees at the rate of one and one-quarter (1 ¼) days per month. Accrual of sick leave is based on each full calendar month of employment.

Section 11.2: Permanent part-time employees covered by this Agreement working a scheduled work week of twenty (20) hours or more but less than the established weekly hours shall accrue sick leave in proportion to the relationship of the individual's annual scheduled hours to that of the established annual hours.

Section 11.3: An unlimited number of sick days may be accumulated.

Section 11.4: In the event an illness extends beyond five (5) consecutive workdays, a doctor's certificate shall be required as to nature of illness, the condition of the employee, and the ability of the employee to resume work.

When the Director has reason to believe that there is a pattern of sick leave abuse, they may require the submission of a doctor's certificate for future illnesses in that fiscal year.

Section 11.5: The Framingham Public Library Sick Bank Policy is attached.

Section 11.6: Up to seven (7) days sick leave may be used per fiscal year for the care of the employee's spouse, children, parents, and members of the employee's immediate household due to serious illness. After five (5) consecutive working days a doctor's certificate may be required. Every effort will be made by the employee to effect alternative arrangements.

Section 11.7: An employee who uses no sick leave in any fiscal year shall accrue five (5) extra sick leave days for that fiscal year or twenty (20) sick leave days in all for that fiscal year.

Section 11.8: Accrued personal sick leave may be used to supplement Workers' Compensation benefits.

Section 11.9: Upon ordinary retirement or death, a bargaining unit member or their heirs shall be entitled to a buy-back of the employee's unused accumulated sick leave over one hundred (100) days accumulation at the rate of one (1) day for every five (5) days (e.g. if the employee had one hundred and twenty (120) days of unused accumulated sick leave, she/he would be entitled to a buy-back of four (4) days). The maximum value of such buy-back is forty (40) days or three thousand dollars (\$3,000.00). For purposes of buy-back one (1) day shall consist of one (1) day's pay at the employee's prevailing rate of pay.

Notwithstanding the limits set out above, an employee who takes ordinary retirement, after giving the City at least four (4) months written notice of their intent to retire accompanied by the actual filing of their retirement papers, shall be entitled to buy back an additional twenty (20) days of unused,

accumulated sick leave, using the same formula as is set forth above. In such case, the maximum value of such buy-back shall be six thousand dollars (\$6,000.00).

Section 11.10: Any remaining days that the retiring employee is not entitled to under the buy-back section of the contract shall be added to the Library Staff Sick Bank.

Section 11.11: An employee may be granted up to a maximum of sixty (60) sick leave days per request. Employees may request an extension if granted less days than requested. The committee will reconvene to review documentation for requested extension of sick leave bank time.

ARTICLE 12

Wages

Section 12.1: Adjustment to base wage:

- Effective July 1, 2022 - 2%
- Effective July 1, 2023 - 2%
- Effective July 1, 2024 - 1.5%

The Wage Schedule is attached to this Agreement as Exhibit A.

Add to shift differential of three dollars (\$3.00) per hour for driving the bookmobile and two dollars (\$2.00) per hour for staffing bookmobile. The Bookmobile Supervisor does not receive the differential.

- Must attend and pass driver training prior to driving the Bookmobile.
- Must be willing to be out in inclement weather.

Permanent staff who retire in good standing prior to ratification of the contract will receive retro pay for any cost of living pay increases achieved by said contract for hours worked.

Section 12.2: Effective July 1, 1992, temporary employees (substitutes) who have worked fifteen hundred (1,500) hours from date of hire shall be eligible to move on the step system for every fifteen hundred (1,500) hours worked. After the initial move, employees will be eligible to move no more than once every twelve (12) month period. Substitutes can carry over accumulated hours from year to year.

Section 12.3: Employees shall be entitled to an IRS Section 125 Plan.

Section 12.4: Educational Incentive

Library personnel shall annually receive on completion of hours of credit at a graduate school of Library Science while in the service of the City of Framingham:

12 credit hours	\$200.00
24 credit hours	\$200.00
36 credit hours	\$300.00

This is to be cumulative and to be added to any step of those job classifications which do not require a graduate degree in Library Science as a part of job qualifications.

Effective July 1, 2018, the Education stipend will be deleted from the contract and added to the pay schedule. (This will be rolled into base pay only to the ones who get it – step dates will be adjusted to make up for it going away).

Section 12.5: Permanent employees shall receive the following shift differentials:

- | | |
|--|------------------|
| • Evening shift (all hours worked after 5:00 p.m.) | \$2.50 per hour |
| • Saturday shift differential | \$5.00 per hour |
| • Sunday shift differential | \$11.00 per hour |
| • Summer Saturday shift differential | \$11.00 per hour |
| • Friday night, Saturday, or Sunday Program Supervisor differential* | \$16.50 per hour |
| • Sunday Supervisor and summer Saturday Supervisor shift differential* | \$16.50 per hour |
- (*The Director shall designate the supervisor for the purpose of these provisions.)

For the purposes of this article summer shall be defined as July and August and inclusive of the Labor Day weekend.

All temporary employees (substitutes) shall receive an additional six dollars (\$6.00) per hour for all worked performed on Sundays and summer Saturdays.

Section 12.6: Paid release time and paid compensatory time shall be allowed for attendance at job related courses and shall be prorated for part-time employees at the discretion of the Director.

Section 12.7: When an employee's position is reclassified, the employee shall be placed on the step in the new classification which would provide a raise at least equal to one (1) step above the step they held in the prior classification plus any education incentive which will no longer be received in the new classification. If they were at maximum, they shall be placed at the step in the new classification that would provide an increase at least equal to the difference between maximum and the next lowest step in that prior classification plus any education incentive which will no longer be received in the new classification. They shall then be eligible for a step increase on the anniversary of the effective date of reclassification. The City and the Union agree to establish a Reclassification Committee whose sole purpose shall be to make recommendations relating to the reclassification of positions at the Framingham Public Library. The parties agree that this Committee shall begin work within ninety (90) days after ratification of this contract.

Section 12.8: The parties agree to create an Education Committee to review and recommend language for education incentives for next collective bargaining Agreement as of July 1, 2016. The Committee will be comprised of:

- Three members of management – to be decided by the City of Framingham
- Three members of the bargaining unit – to be decided upon by the bargaining unit

Section 12.9: The parties agree to create a Language Committee to review and recommend language for an incentive for employees who speak other languages and use their skills to translate information for library patrons for the next collective bargaining Agreement as of July 1, 2016. The Committee will be comprised of:

- Three members of management – to be decided by the City of Framingham
- Three members of the bargaining unit – to be decided upon by the bargaining unit

ARTICLE 13**Hours of Work**

Section 13.1: The regular workweek for full-time employees shall consist of five (5) days, which may or may not be consecutive, totaling thirty-seven and one-half (37 ½) hours within a calendar week, beginning

on Monday. The usual work day shall consist of eight (8) hours of work or less scheduled between the hours of 8:30 a.m. and 9:00 p.m., Monday through Thursday; 8:30 a.m. and 5:00 p.m. on Friday and Saturday; and 11:00 a.m. and 5:00 p.m. on Sunday.

The City retains the right to schedule hours of duty in accordance with work requirements of the Library. Consistent with past practice, the Director will cover Sunday work with employees who elect to work on Sundays. Permanent employees shall not be required to work Sundays or after closing hours during the work year except in the case of an emergency as determined by the Director.

Permanent employees shall not be required to work Saturday or Sunday except in the case of an emergency as determined by the Director, during the summer months of July and August up to and including Labor Day weekend.

No staff will be required to work alone in either building or the Bookmobile during operating hours or early morning/after Library programs. The minimum staffing level will be two (2) people.

Section 13.2: Part-time employees can be required to work more than their regularly scheduled hours and be called in as needed by Library schedules. Whatever additional part-time work is required shall be equitably assigned after having given due consideration to the personal needs of the employees involved.

Section 13.3: The City may, apart from the above, establish from time to time different work schedules and hours of work for individual employees after consultation with the Union and after having given due consideration to the convenience of the employee involved.

Section 13.4: Employees shall be allowed a fifteen (15) minute rest break in each one-half (½) shift.

Section 13.5: Overtime pay at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in the work week.

Section 13.6: The City will adhere to the Fair Labor Standards Act (FLSA).

ARTICLE 14

Bereavement Leave

Eligible employees will be granted a period of five (5) work days' absence, if necessary, without loss of pay each time there is a death in the employee's immediate family. Additional days without loss of pay, if needed, may be granted at the discretion of the Director.

Immediate family shall be defined as the employee's spouse or domestic partner, children, mother, father, sister, brother, grandchild, grandparents of either the employee or employee's spouse, mother-in-law, father-in-law, miscarriage of unborn child, any members of the employee's immediate household who is in the legal care of the employee.

Eligible employee will be granted a period of three (3) work days' absence, if necessary, without loss of pay each time there is a death of a sister-in-law, brother-in-law, aunt, uncle, niece, nephew or legal guardian.

When there is a death in the family other than those listed above, bereavement leave may be granted at the discretion of the Director.

ARTICLE 15

Personal Days

Section 15.1: Each full-time employee covered by this Agreement will be granted two (2) personal days in each fiscal year.

These personal days are for personal use without loss of pay and are to be taken at a time reasonable to the Director in order that the employee's absence will not interfere with the operation of the Department.

Section 15.2: Part-time employees covered by this Agreement who work on a schedule of twenty (20) hours per week or more but less than the established weekly hours, will be eligible for two (2) one-half (½) days or one (1) single day as a personal day in each fiscal year.

Section 15.3: An employee covered by this Agreement including those entitled to five (5) weeks of vacation who uses three (3) days or less of their available and earned sick leave for the period commencing July 1 through and inclusive of the following June 30, shall be entitled to one (1) additional personal day to be taken during the twelve-month period commencing the following July 1.

Section 15.4: New full-time employees shall be eligible for personal days after completion of the probationary period. If such period ends before January 1, two (2) personal days will be granted for the remainder of the fiscal year. If such period ends on or after January 1, one (1) personal day will be granted for the remainder of the fiscal year.

New part-time employees shall be eligible for personal days after completion of the probationary period. If such period ends before January 1, two (2) one-half (½) or one (1) single personal day will be granted for the remainder of the fiscal year. If such period ends on or after January 1, one-half (½) personal day will be granted for the remainder of the fiscal year.

ARTICLE 16

Leaves of Absence

At the discretion of the Director, leaves of absence may be granted consistent with the terms of the City's policies.

ARTICLE 17

Extended Leaves of Absence

Section 17.1: After completion of one (1) year of continuous employment, a permanent employee may be granted a leave of absence without pay, not to exceed one (1) year, at the discretion of the Director and with the approval of the Board of Library Trustees for the purpose of caring for a sick member of the employee's immediate family as that term is defined in Article XV or for one's own health reasons.

Section 17.2: After three (3) years of continuous employment in the City an employee may be granted a leave of absence without pay not to exceed one (1) year for personal reasons at the discretion of the

Director. The exercise of this discretion will be reasonable. The employee shall specify the reasons for the leave request in writing.

Section 17.3: All benefits, accrued or otherwise, to which an employee was entitled prior to any leave taken under this Article will be restored to them upon return. The period of unpaid leave will not be credited toward seniority. The employee shall be returned to the position and step on scale they held prior to the leave unless the position has been eliminated by a reduction in force.

ARTICLE 18

Domestic Violence Leave

The City of Framingham is committed to providing victims of domestic violence job protected leave to all employees, full or part-time, consistent with City policies and Massachusetts General Laws, Chapter 149, Section 52E.

ARTICLE 19

Jury Duty

The City agrees to compensate an employee on jury duty with regular salary. Any compensation received for jury duty shall be turned over to the City, except expenses. During the employee's jury duty period, the employee is expected to work any period of their regular daily shift when not on jury duty, not to exceed the regular hours scheduled for that day including travel time.

ARTICLE 20

Filling Positions

Section 20.1: Vacancies and/or newly created positions in the bargaining unit will be posted on department bulletin boards, for a period of seven (7) working days.

Section 20.2: Employees of the bargaining unit having the qualifications to fill a posted position and desiring to be considered shall apply in writing to the Director.

Section 20.3: The selection of an employee to fill a vacancy shall be made on the basis of qualifications (including education and degrees where applicable), length of service and experience in the field and in the system, skill and ability. The City will be the sole judge of the foregoing criteria, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.

Section 20.4: Employees of the bargaining unit will be considered before an individual from outside is appointed to fill a vacancy, but the City reserves the right to hire applicants not covered under the Agreement.

Section 20.5: Any employee, who applied for a position which was posted, and not selected, shall be given reasons for denial in writing if they so request.

Section 20.6: The first six (6) months of continuous employment after the initial hiring date shall be considered a probationary period. The City reserves the right to terminate any employee before the end of the probationary period if in the judgment of the director the employee is not qualified to perform the duties of the position. Such termination shall not be subject to the grievance procedure of this Agreement.

Section 20.7: Upon promotion, an employee shall be placed on the step in the new classification that would provide a raise at least equal to one (1) step above the step they held in the prior classification plus any education incentive which will no longer be received in the new classification. If they were at maximum, they shall be placed at the step in the new classification that would provide an increase at least equal to the difference between maximum and the next lowest step in that prior classification plus any education incentive which will no longer be received in the new classification. They shall then be eligible for a step increase on the anniversary of the effective date of reclassification.

Section 20.8: The library administration may provide In-Service Training for all staff.

Section 20.9: Unfilled Vacancies

If a funded position within the bargaining unit is not posted within two (2) weeks after it has been vacated, the Chapter Chair may request a written response from the Director in regards to the intentions of filling said position. The Director shall respond, in writing, within two (2) weeks, to the best of their knowledge.

Section 20.10: Open Positions

A position within the bargaining unit must be posted within thirty (30) days of a vacancy. If a funded position within the bargaining unit is not posted within thirty (30) days after it has been vacated, the Chapter Chair will request a written response from the Library Director and/or the Human Resources Director, in regards to the intentions of filling said positions. The Library Director and/or the Human Resources Director will respond in writing within two (2) weeks. In the event of open funded positions and/or open funded hours, in no instance shall any employee be assigned regular, on-going shifts in lieu of filling a vacant funded position for more than sixty (60) days.

Section 20.11: Prioritizing Assigning Hours

In the event of an open position, the hours filling the role shall be offered first to full and part-time staff before substitutes.

ARTICLE 21

Group Insurance

This bargaining unit shall have the right to have a member on the Employee's Group Insurance Advisory Committee in accordance with the terms of Massachusetts General Laws, Chapter 32B.

ARTICLE 22

Union Representatives

Section 22.1: The Union shall furnish the Employer with a written list of Union Representatives immediately after the designation of such representatives; and the Union shall notify the Employer of any changes in the list of representatives.

Section 22.2: The Union Officers shall be granted reasonable time off from work with full pay for the purpose of meeting with management to present and adjust grievances at levels one, two and three of the grievance procedure. Permission for time off shall be requested as far in advance as possible except in emergency situations and where practical no less than twenty-four (24) hours in advance of the proposed meeting time.

Section 22.3: If collective bargaining meetings with management are scheduled during working hours, members of the bargaining team will be excused from work with full pay to attend such meetings.

Section 22.4: Two (2) union representatives will be granted reasonable time off with pay for the purpose of attending the annual union convention.

Section 22.5: The City shall provide fifty (50) hours, in the aggregate, of paid release time, annually, for union officials and representatives to attend union training, bargaining preparation meetings and for other union business with prior notification to the Library Director.

ARTICLE 23

Seniority

The length of service of the employee with the City of Framingham shall determine the seniority of the employee, regardless of whether they are permanent part-time or full-time. Separate seniority lists shall be kept for Professional and Non-Professional employees. If an employee moves from a position on one list to the other, seniority shall be based on original date of hire.

ARTICLE 24

Layoff and Recall

Section 24.1: In the case of a staff reduction, the City will determine which positions shall be discontinued or eliminated. It is recognized that when making layoffs, the Library Director is entitled to retain proven qualified employees to meet the staffing needs of the Library. In no instance shall a permanent position be eliminated and any or all of the hours assigned to a substitute employee. In deciding which of two or more qualified employees shall be retained, seniority shall govern with layoffs made in order of inverse seniority from two separate seniority lists (Professional, Non-Professional), with no right to bump from one list to another.

Section 24. 2: Laid off employees shall be allowed to maintain group insurance coverage as provided by federal and state statutes.

Section 24.3: The Library shall provide the Union and the affected employee(s) with notice of a reduction in force no less than thirty (30) calendar days prior to the effective date of the reduction. The Library and the Union shall meet within five (5) working days of such notice to provide reasons for the action and to negotiate the impact of the action.

Section 24.4: In the event of a layoff, the affected employee may elect to bump the least senior employee in their classification, who is less senior than the affected employee, whose job they are qualified to perform. If there is no such employee, the affected employee has the right to bump the least senior employee, who is less senior than the affected employee, in any lower classification in the bargaining unit whose job they are qualified to perform.

Notwithstanding the foregoing, no employee shall be required to bump into or accept a position that would result in a change in the number of hours the affected employee has been working. The affected employee may choose instead to bump the least senior employee, as described above, who works the same number of hours.

A laid off employee has the right to refuse a vacancy in a lower classified position or of a different number of work hours than the position from which they were laid off from without jeopardy to unemployment benefits or recall rights.

These procedures shall also apply to employees displaced through bumping.

Section 24.5: An employee is qualified if they meet the minimum requirements in the posted job description and is able to perform the duties of the position, as defined in the job description, within six (6) work weeks of commencing such duties. The determination of qualification shall be made by the Assistant Director. An employee may appeal a determination of not qualified to the Library Director, and such determinations are subject to the grievance procedure.

Section 24.6: In the event of a recall, employees shall have the right to return to their former positions in accordance with their seniority within classifications. In the event a position becomes vacant or is restored to the bargaining unit and there are no employees in that classification who are laid off and are qualified to do the job and accept the position, then other employees who are laid off and are qualified to do the job shall in order of their seniority be given preference to fill said position before any new employees are hired.

Employees shall be notified of a recall by certified mail to their last address of record left with the City. An employee who is on layoff status and who fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension has been granted by the Library Director.

Section 24.7: If an employee who has been laid off or bumped accepts a position in the same or a lower classification and their original position is restored, they shall have the right to return to their former position in accordance with their seniority within the classification.

Section 24.8: Upon return to work, all benefits, accrued or otherwise, to which an employee was entitled prior to layoff shall be restored. The period of layoff shall not be credited toward seniority.

ARTICLE 25

Transfers

Transfers shall be made at the discretion of the Director based on the needs and requirements of the Library system. Due consideration shall be given to the personal needs of the employees involved. The Director agrees to notify the Union when making permanent transfers.

ARTICLE 26

Parental Leave

The City will provide parental leave in accordance with state and federal laws, including MA General Law, Chapter 149, Section 105D and the Family and Medical Leave Act (FMLA). Parental Leave will run concurrently with the City of Framingham's Family Medical Leave as outlined in policy.

ARTICLE 27

Working Conditions

The City and the Association recognize that it is important for employees to work in clean, safe, well ventilated, and well-lit areas in which the temperature is maintained at an acceptable level, and the City agrees to exert good faith and reasonable effort to provide such working conditions. However, the Director in their discretion shall decide what constitutes acceptable working conditions and what improvements, if any, shall be affected, and said decision shall be final. In addition, the Director in the exercise of their discretion may decide to close the Library or reduce the size of the work force due to outside weather conditions.

ARTICLE 28

Bulletin Boards

Bulletin boards shall be provided for the use of the Union.

ARTICLE 29

Cope, Political Education Fund

The Employer will honor voluntary contribution deduction authorizations from employees in the bargaining unit for contributions to SEIU Committee On Political Education (COPE). The Employer, upon demand of the Union and a forty-five (45) day notice in writing to the Employer, will deduct the authorized amounts from individual employees' paychecks and promptly remit those sums to SEIU, Local 888, along with a list of employees who have had amounts deducted and amounts for each of those employees.

ARTICLE 30

Study Committee

The parties agree to continue the joint committee previously established consisting of two (2) representatives appointed by each party to discuss the subject of performance evaluation.

ARTICLE 31

Professional Excused Time

Employees may be granted a leave of absence with pay to attend such professional meetings as contribute to their continuing education in librarianship. Prior approval of the Director is required. The City shall reimburse those authorized to attend meetings of professional library associations for those dues, fees and/or expenses which are approved by the Director in advance.

ARTICLE 32

Severability and Waiver Provisions

Section 32.1: 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.

Section 32.2: The Union and the City agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been made prior to the effective date of the contract and that the present

contract constitutes the complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE 33

Duration

The provisions of this Agreement will be effective July 1, 2022 and will remain in force and effect through June 30, 2025 or until such time thereafter as a new Agreement is signed.

ARTICLE 34

Health and Safety

The City shall pay fifty dollars (\$50.00) toward glasses for any employee whose optometrist prescribes special glasses for computer work.

The City shall make available in a reasonable amount of time a professional to address requests of ergonomic adjustments. All requests shall be made to the Director.

There will be at least two (2) training sessions each fiscal year. Library employees who miss the scheduled training, with permission of the Library Director and the Director City Division having the training, attend the training with another division or department. The Director of Human Resources will notify the Library Director or their designee regarding dates and times of trainings in other departments. Staff must request prior approval to allow for coverage at the Library.

- a. Employees who attend Substance abuse/Addictions and Narcan training will receive a stipend of three hundred dollars (\$300.00) each fiscal year.
- b. Employees who attend training on mental health issues, provided by the City of Framingham each year, will receive a stipend of three hundred dollars (\$300.00) each fiscal year.
- c. Each stipend will be paid within thirty (30) days of training.
- d. Library Staff who have already completed the Opioid/Narcan training will receive the three hundred dollars (\$300.00) stipend on or before July 17, 2020.

ARTICLE 35

Work Out of Grade

An employee who is temporarily assigned to perform the duties and responsibilities of an absent employee for a period of over five (5) consecutive days shall be paid, retroactive to the first day, at step one of the classification of the position being filled or a ten percent (10%) differential over their current base salary, whichever is greater. Out of grade pay shall have no impact on incentive pay, merit pay or other differentials received by the replacing employee in their regular position.

An employee may decline an out-of-grade assignment. Such refusal shall not be grounds for discipline.

Any employee who is working out of grade may request a meeting with the library director at any time, to review the out-of-grade assignment. The employee is welcome to invite a union representative if they wish.

When a working out-of-grade form is filed, the union co-chairs will be notified.

ARTICLE 36

Labor Management

In order to provide a means for the exchange of views between the City and the Union, a joint labor-management committee shall be established consisting of the Library Director and representatives from the bargaining unit.

The Committee shall meet monthly, or as needed, at times mutually agreed upon by the Library Director and the Union. Such meetings shall be for the purpose of discussing and resolving matters relating to the general application of the Agreement and to others matters of mutual concern including, but not limited to, health and safety issues, matters and issues unique to the Framingham Public Library, the library profession and the Minuteman Library Network.

The parties agree to work with a consultant hired by the City’s Human Resources Director, to update unit members’ job descriptions every six (6) years. The first such update will be completed by December 31, 2023. Upon request of the Union, within 60 days of completion of the Compensation and Classification Study, the Union and the City will engage in a wage reopener. If no request is made by the union, the agreed upon 1.5% COLA will automatically go into effect for all unit members on July 1st of the following fiscal year (FY 25). All permanent staff will have access to the Consultant’s final reports.

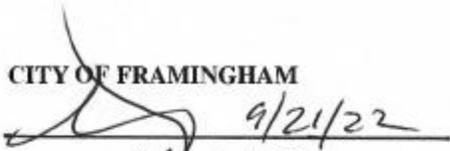
ARTICLE 37

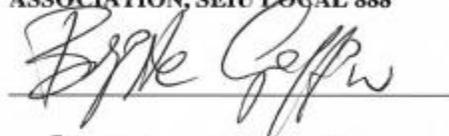
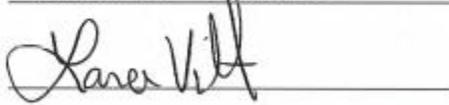
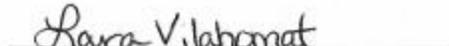
Miscellaneous

In witness whereof, the City of Framingham and the Framingham Public Library Employees' SEIU Local 888, have agreed to these terms on the 14th day of July, 2022.

CITY OF FRAMINGHAM

**FRAMINGHAM LIBRARY STAFF
ASSOCIATION, SEIU LOCAL 888**

CITY OF FRAMINGHAM

9/21/22
MAYOR

**FRAMINGHAM LIBRARY STAFF
ASSOCIATION, SEIU LOCAL 888**

BRIGITTE GRIFFIN

Karen Hill

Sara Vilabomat
