

A G R E E M E N T

BETWEEN

TOWN OF MILTON

AND

MILTON PUBLIC LIBRARY STAFF ASSOCIATION
MLSA, LOCAL 4928, AMERICAN FEDERATION OF TEACHERS (AFT)
AFT MASSACHUSETTS, AFL-CIO

July 1, 2022 - June 30, 2025

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ARTICLE I
RECOGNITION

1.1 The Town recognizes the Union, pursuant to the provisions of c. 150E of the General Laws, as the sole and exclusive bargaining agent for employees in the following bargaining unit:

All librarians (including those librarians who function as department heads), senior librarians (effective January 1, 1995), junior librarian assistants, senior librarian assistants, the assistant director, the secretary to the director, and excluding the director, pages, managerial confidential, supervisory employees and all other library employees.

1.2 It is understood that since the Union is the exclusive representative with respect to conditions of employment, the Union shall be given notice of contemplated changes in working conditions before they are implemented. The Town will not be arbitrary in making any such changes.

ARTICLE II
NON-DISCRIMINATION

2.1 Neither the Town nor the Union shall discriminate against

any employee on the basis of race, color, religion, national origin, sex, age, disability or participation or non-participation in lawful Union activities.

ARTICLE III
UNION SECURITY

- 3.1 Upon compliance by the Union with the provision of c. 180, '17 and c. 150E, M.G.L., the Town agrees to deduct Union dues each pay period from the pay of each employee who has on file with the Employer a valid, executed membership application and authorization for such deductions consistent with the following form, and to remit the aggregate amount thereof to the Treasurer of the Union. Effective January 1, 2016, the Town agrees to electronically transmit deducted union dues to an Association bank account provided to the Town by the Association. The Town shall not be responsible for any disputes between individual members and the Association. The Association agrees to hold the Town harmless in any dispute between individual members and the Association.
- 3.2 It is understood that it is the responsibility of the Union to provide the Membership Application and

Authorization for Dues Deductions to have them executed by employees.

3.3 The Union agrees to defend, indemnify and hold harmless the Town from any costs, award, judgments, interest or cost of defense of any lawsuit or administrative complaint against the Town arising out of implementation by the Town of the dues deduction provisions of this Agreement.

3.4 The following form shall be used for authorization of payroll deduction of Union dues:

(FORM)

AUTHORIZATION FOR PAYROLL DEDUCTION:

BY: _____ (employee)

TO: _____ Town of Milton, Treasurer

Effective _____, 20____, I hereby request and authorize you to deduct from my earnings each pay period, the current amount of dues or agency fees as established by the Union. This amount shall be paid to the Treasurer of M.L.S.A.

These deductions may be terminated by me by giving you a sixty-day written notice in advance of or upon termination of my employment.

(Employee's Signature)

(Employee's Address)

ARTICLE IV
GRIEVANCE PROCEDURE AND DISCIPLINE

4.1 A grievance, which is defined as an alleged violation of a specific provision of this Agreement, may be processed in the following manner:

- Step 1: The aggrieved employee shall present the grievance in writing to the Director within five working days of the employee's first knowledge of the occurrence or omission giving rise to it. The Director shall meet with the employee, and thereafter render his decision in writing within seven (7) working days of his receipt of the grievance.
- Step 2: If the grievance is not satisfactorily resolved in Step 1, it may be presented in writing to the Library's Board of Trustees within five (5) working days of the Director's response, or its due date. The Board shall meet with the aggrieved employee within fifteen (15) working days of receipt of the grievance and thereafter render a written decision within fifteen (15) working days of the hearing.
- Step 3: If the grievance is not satisfactorily resolved at Step 2, it may be presented to the Town Administrator within five (5) working days of the Step 2 decision or its due date. The Town Administrator or his designee shall respond in writing to the grievance within seven (7) working days thereafter.
- Step 4: If the grievance is not satisfactorily resolved at

Step 3, the Union may request arbitration within thirty (30) working days of the Step 3 decision, by filing a demand for arbitration with the American Arbitration Association, and simultaneously with the Town, pursuant to the Voluntary Labor Arbitration Rules of the A.A.A.

- 4.2 The Arbitrator shall be without power to add to, subtract from, alter or amend this Agreement and his/her decision shall be final and binding on the parties. The expenses of the Arbitrator shall be borne equally by the parties.
- 4.3 The parties may, by mutual written agreement, waive any step or steps of the grievance procedure, or extend any time limit.
- 4.4 Any grievance, appeal or request for arbitration not filed within the time limits shall be deemed to have been waived.
- 4.5 No non-probationary employee will be demoted, suspended or discharged except for just cause, and such matters may be grieved pursuant to the provisions of this Article.
- 4.6 An employee may be represented at any stage of this procedure or during any formal disciplinary proceedings by a Union representative.
- 4.7 Union Management Committee - There is hereby established a Union Management Committee which shall consist of two

persons to be designated by the M.L.S.A., and two persons to be designated by the Employer. Additionally, a Trustee and the Town Administrator shall participate on an "as needed" basis. This Committee shall meet monthly or at such other times and intervals as may be agreed and shall function as a forum for problems which may arise between the parties which are not pursued through the grievance procedure. The Committee shall have no authority to alter or amend this Agreement, but shall attempt to resolve as expeditiously as possible such problems as may be referred to it.

ARTICLE V
HOURS OF WORK

- 5.1 The normal work week for full time employees shall be thirty-seven and one-half hours (37½) weekly.
- 5.2 Except in emergencies, the Town will give two weeks' advance notice of any changes in work schedules and upon request, discuss the same with the Union.
- 5.3 The Town will endeavor to distribute equitably Saturday work to all full-time employees.
- 5.4 No library employees shall be required to work on Saturdays or Sundays from the fourth Saturday in June

through Labor Day weekend. However, if such work is required, the opportunity will first be afforded to volunteers from within the bargaining unit. If there are no volunteers, then management may assign this work using a rotational schedule, in the reverse order of seniority, to members of the bargaining unit hired on or after July 1, 2014, who may be required to work on these days as a condition of employment.

5.5 Employees may be required to work on Sundays as a condition of employment, if management so determines. In the event that such Sunday work is required, the opportunity will first be afforded to volunteers. If there are no volunteers, management will endeavor to assign work on a rotational schedule, in the reverse order of seniority. The parties recognize that this in no way affects management's right to subcontract for such work, as per Article VII.

5.6 All hours worked on Sunday by bargaining unit employees will be compensated at the rate of time and one-half pay.

5.7 In the event that a person works 12 hours in one day, that person shall be paid one (1) hour for dinner.

ARTICLE VI
OVERTIME And Compensatory Time

6.1 Any hours worked at the discretion of the Library Director which are in excess of forty (40) hours in one work week shall be compensated at the overtime rate of time and one-half.

Hours worked for the purpose of computing overtime shall include only hours actually worked in the week preceding the overtime hours and shall not include sick time. At the option of the Employer, compensation may be in the form of compensatory time equal to time and one-half for each hour worked in excess of forty (40) hours in any week.

6.2 Overtime work up to fifteen (15) minutes will be uncompensated; overtime in excess of fifteen (15) minutes shall be compensated to the next one-half hour.

6.3 An employee who has left the work place and who is called back to work shall receive no less than two (2) hours compensation at the appropriate rate.

6.4 With all other qualifications being equal, seniority shall be the deciding factor affecting the distribution of

additional work opportunities, and shift work assignments. The Employer shall use a rotating list, ordered by seniority, to distribute additional work opportunities. The Library Director has the discretion to assign additional work opportunities to part-time or full-time employees.

ARTICLE VII
MANAGEMENT RIGHTS

7.1 Subject only to the extent that an express provision of this Agreement or applicable law specifically limits the rights or discretion of the Employer, all rights, functions and prerogatives of the Employer formerly exercised or exercisable by the Employer remain vested exclusively in the Employer. These rights whether exercised or not, include, without being limited to, all rights and powers given the Employer by law, the right to operate, manage and control the Library and its activities and to direct and control the work of its employees and the use of its properties, facilities and equipment; to determine Library hours, to require reasonable standards of performance; to maintain discipline, order and

efficiency; to determine operational and other policies; to determine methods and procedures and to direct and evaluate employees; to determine assignment of work; the right to obtain from any source and to contract and subcontract for materials, supplies, equipment and services provided the Town negotiates with the Union on the impact of subcontracting; the right to discharge, suspend, reprimand or otherwise discipline employees for cause in the manner provided by law and this Agreement; the right to select, hire, test, suspend, transfer, promote and demote employees for cause in the manner provided by law and this Agreement; the right to layoff employees for lack of funds or work; the right to promulgate and enforce all reasonable rules relating to policies, procedures and operations, safety measures and any other matters; and all other rights pertaining to the management of the Library.

- 7.2 Library staff will wear badges with first names identifying them as Staff of the Milton Public Library, such badges to be provided by the Town.

ARTICLE VIII

LONGEVITY

8.1 Effective July 1, 2015, employees covered by this Agreement shall receive a longevity payment as follows: After completion of five (5) years of continuous service, \$250.00, and an additional \$40.00 for each additional year of service. Part-time employees shall receive a pro-rated longevity payment in accordance with the ratio that their hours of work bear to the full-time work week, considering continuous part-time employment and continuous full-time employment in proportionate combination.

ARTICLE IX
UNION REPRESENTATIVE

9.1 The Union will furnish the Town with a list of Association officers within thirty (30) days of signing this Agreement.

9.2 The Library Director will grant permission for representatives of the Association to enter the premises of the Library for the conduct of Union business, provided it shall not disrupt the normal flow of business.

9.3 The Library Director shall grant Association officers

reasonable time without loss of pay, not to exceed three (3) days per year in the aggregate to attend Union conventions. Association officers shall be granted reasonable time off to investigate and settle grievances.

9.4 Not more than two (2) members of the negotiating team shall be allowed time off without loss of pay to attend negotiations if scheduled to work and will not have to be rescheduled.

ARTICLE X

VACATIONS

10.1 Professional employees shall be granted vacation according to the following schedule on January 1st 2020:

<u>Length of Service:</u>	<u>Annual Vacation</u>
From 30 weeks to 15 years.....	20 Days
From 16 weeks through 20 years.....	23 Days
Beginning with the 21st year...	25 Days

All Bargaining unit members will be made whole to cover the period from January 1, 2021 to June 30, 2021 during the transition period of moving from calendar year to fiscal year. Effective July 1, 2021, the date of granting (accrual) of vacation time will move to July 1st of each year according to

the chart above.

10.2 Para-professional employees shall be granted vacation according to the following schedule on January 1st, 2020:

<u>Length of Service:</u>	<u>Annual Vacation</u>
From 30 weeks to 5 years.....	10 Days
Beginning with the 6th through 10 years...	15 Days
From 11th through 15 years..	20 Days
From 16 to 20 years....	23 Days
Beginning with the 21st year.....	25 Days

All bargaining unit members will be made whole to cover the period from January 1, 2021 to June 30, 2021 during the transition period of moving from calendar year to fiscal year. Effective July 1, 2021, the date for granting (accrual) of vacation time will move to July 1st of each year according to the chart above.

10.3 For employees hired after the ratification of the 2016-2019 collective bargaining agreement shall accrue vacation during his/her first year of service according to the following schedule:

Professional Employee	1.67 Days/Month
Paraprofessional Employee	0.83 Days/Month

A newly hired employee shall be granted their accrued vacation upon completion of thirty (30) weeks of service,

and shall continue to accrue vacation until December 31st following their first anniversary date of hire. Beginning July 1st 2021, newly hired employees shall be granted their accrued vacation upon completion of thirty (30) weeks of service and shall continue to accrue vacation until June 30th following their first anniversary date of hire. At the end of this period an employee shall be granted vacation as provided in 10.1 and 10.2 above.

10.4 Part-time employees shall receive a pro-rated vacation in accordance with the ratio their hours of work have to the full-time work week.

10.5 Employees who have fulfilled the requirements for a vacation and whose services are terminated by resignation, retirement or layoff without their having been granted vacation to which they are entitled, shall be paid an amount in lieu of the vacation due. In the event of death of the employee, the vacation due shall be paid to the employee's beneficiary or estate.

10.6 In extenuating circumstances, the Library Director may give written permission for vacation carry over from one year to the next.

10.7 If a holiday falls within the vacation period, it shall

not count as part of the vacation allowance.

10.8 Vacation credits and accumulated time shall be presented to the employee once each year upon request. Vacation scheduling shall be subject to the approval of the Library Director, and the needs of the library.

10.9 Employees shall be permitted to take vacation leave subject to the scheduling needs of the library, as determined by the Library Director, however such requests shall not be unreasonably denied.

10.10 Employees wishing to take vacation leave shall provide the Library Director with prior notice of at least a twenty-four (24) hours for a one (1) day absence, forty-eight (48) hours for an absence of two (2), three (3), or four (4) days, and seventy-two (72) hours' notice for absences of five (5) or more days. Under extenuating circumstances the prior notice provision of this section may be waived at the sole discretion of the Library Director.

10.11 The parties agree to extend the Memorandum of Understanding entered into on or about December 7, 2020 addressing the use of vacation leave around Thanksgiving,

Christmas ,Hanukkah and New Years for the three year period
between July 1 2022 through June 30 , 2025.

ARTICLE XI

HOLIDAYS

11.1 The following holidays shall be paid holidays for
employees of the Library who would normally be scheduled to
work that day:

New Year's Day	July 4
Labor Day	Columbus Day
Presidents Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	

11.2 If a holiday falls on a day a permanent part-time
employee is scheduled to work, he/she shall receive
the usual pay for the holiday.

11.3 If a holiday falls on a non-scheduled workday, full-
time employees shall be granted a compensatory day off
without loss of pay.

11.4 In order to receive holiday compensation an employee
must work his or her scheduled tour of duty
immediately prior to and immediately following the
holiday.

- 11.5 Library employees who work on the day after Thanksgiving will be given a number of holiday hours equal to the hours worked on that day to be used as a floating holiday. Library employees who have the day after Thanksgiving off but are normally scheduled to work on Fridays will be paid for the number of hours equal to the number of hours normally worked on Friday. This article will not affect employees who are not normally scheduled to work on Fridays.
- 11.6 Effective July 1, 2019, employees will work from 9:00a.m.to 1:00p.m. on the Wednesday before Thanksgiving. Employees who normally work on the Wednesday before Thanksgiving will be scheduled to work not more than four (4) hours prior to closing, and with no loss of pay. The Library will be closed on Christmas Eve (all day) and New Year's Eve (all day).
- If the employee has a "regularly scheduled day off" that week, he/she will be required to work that "regularly scheduled day off".

ARTICLE XII
PERSONAL DAYS

- 12.1 All eligible Bargaining unit employees shall receive four (4) personal days each contract year beginning July 1, 2022.

ARTICLE XIII

SICK LEAVE

- 13.1 Sick leave may be taken due to an employee's illness or injury. In addition, an employee may take up to five (5) days of sick leave per calendar year due to the illness or injury of an employee's spouse, parent or child. Bargaining unit employees shall accrue sick leave at the rate of one day per month during the first year of employment, then at the rate of one and one-quarter days per month during the next four years of employment; thereafter sick leave shall accrue at a rate of one and one-half days per month. Part-time employees shall accrue sick leave on a proportional basis in accordance with their hours of work. Sick leave shall accumulate to an unlimited amount.
- 13.2 A physician's certificate of illness, if deemed necessary by the Head of the Department or Personnel Board, may be required.

13.3 Effective with the date upon which the July 1, 2002 - June 30, 2005 agreement is signed, employees who are employed for eighteen (18) or more consecutive years and who die, or retire under Chapter 32 because of disability or super-annuation or are dismissed due to no fault of the employee, shall be eligible for compensation for unused sick leave. Effective July 1, 2014, new employees to the Town shall not be eligible for sick leave buyback. Eligible employees shall receive \$40.00 per day for each day of sick leave accumulated in excess of seventy five (75) days. Eligible employees who voluntarily retire during the duration of this contract (Effective July 1, 2022 through June 30, 2025) may buy back accumulated sick days starting at 50 days. Provided, however, that eligible employees who voluntarily retire as aforesaid and who give written notice to the Library Director no later than December 31 preceding the fiscal year in which the employee retires shall receive payments for accumulated sick leave upon retirement in said fiscal year. In the event that a medical or other emergency occurs which prevents the employee from giving the

requisite notice, the Town may waive such notice in a particular case.

- 13.4 The Library shall present to the employee the amount of his/her accumulated sick leave once per year, upon request for same.

ARTICLE XIV

Parental LEAVE, FMLA AND LEAVES OF ABSENCE

- 14.1 The employer agrees to grant requests for unpaid parental leave consistent with the provisions of c. 149, '105D of the General Laws of Massachusetts. In addition, the Board of Library Trustees may grant requests for additional unpaid parental leave of up to four (4) months if in the Board's judgment it will not negatively affect library operations. Birth parents may use accumulated sick leave for parental leave during the forty (40) day period under the conditions set forth in Article XIII, Section 1 during such period as the employee is disabled. The Association acknowledges that the Association and the Town are subject to the provisions of the Family Medical Leave Act ("FMLA"). The FMLA shall not increase or decrease

the length of leave available to eligible employees under this Agreement. Where an employee takes leave under one of the aforementioned Articles for a reason which would entitle an employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement. FMLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA. To the extent permitted by law, employees may utilize accrued vacation and sick leave during the period of any approved FMLA leave. FMLA leave shall also be granted for adoptive parents.

14.2 No employee shall be required to work on video display terminals during the first trimester of pregnancy, and it is understood that the employee has the obligation to advise the Director as soon as she is aware of pregnancy.

14.3 The Town may in its discretion grant unpaid leaves of absence of reasonable duration, subject to the following procedure: An employee requesting such a leave shall do so in writing to the Library Director

setting forth the reasons for such request and the proposed length of the leave. Within two weeks thereafter, the Director shall respond in writing to the employee. The decision presented to the employee shall not be grievable.

ARTICLE XV

JOB POSTING AND BIDDING

- 15.1 When the Employer intends to fill a vacated bargaining unit position, the Employer shall cause to be posted for ten (10) working days a vacancy notice indicating the location, title and duties of the position proposed to be filled. The Employer shall accept applications from interested persons within and outside the bargaining unit. Preference in filling such vacancies shall be given to bargaining unit employees unless in the judgment of the Employer a non-bargaining unit applicant is significantly better qualified by education, training and experience and other relevant indicia of abilities.

ARTICLE XVI

BEREAVEMENT LEAVE

- 16.1 In the event of a death in the immediate family of an employee, the employee will be granted up to five (5) days' leave without loss of pay, and such leave shall not be charged to sick leave or vacation leave. Immediate family is defined as spouse, domestic partner, child, step/Foster child, mother, father, stepmother, stepfather, brother, sister.
- 16.2 In the event of the death of a grandmother, grandfather, mother-in-law, father-in-law, grandson, granddaughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece or nephew, the employee will be granted up to three (3) days leave without loss of pay and such leave will not be charged to sick leave or vacation leave.
- 16.3 Leave under this Article shall be taken immediately following the death or commensurate with the funeral and/or memorial service, at the discretion of the employee. Part-time employees shall receive a pro-rated bereavement leave in accordance with the ratio that their hours of work have to the full-time work

week. Additional bereavement leave may be granted by the Director under extenuating circumstances.

ARTICLE XVII
STABILITY OF AGREEMENT

- 17.1 The terms of this Agreement shall prevail whenever there is a conflict between the provisions hereof and a municipal personnel bylaw, as provided in Section 7 of Chapter 150E.
- 17.2 Should any provision of this Agreement be held invalid, the remainder of the Agreement shall remain in full force and effect.

ARTICLE XVIII
SENIORITY

- 18.1 Seniority is defined as the length of continuous employment with the Town.
- 18.2 For the purpose of seniority, if an employee returns to the employment of the Town after an approved leave of absence, or layoff, the employee shall have restored his/her credit for prior years of service.

- 18.3 The principle of reverse seniority shall apply in the event of a reduction of hours or force provided that in the judgment of the Employer the senior employees remaining have the qualifications, ability, experience, and specialization to perform the work. In the event of a reduction in force or hours, employees affected under the preceding section shall have preference for reemployment or increased hours for a period of two years, unless their prior service is of less than two years duration, in which event they shall have such rights for a period equivalent to length of their prior service.
- 18.4 In the event that the Library Trustees vote to submit a budget which proposes the layoff of one or more employees, such employees shall be notified by the Library Trustees of the possibility of layoff within seven (7) days thereafter. In any event, however, employees will be given at least twenty-one (21) days advance notice of layoff.
- 18.5 To the extent deemed practical by the Employer, seniority shall be considered in decisions affecting vacation selection.

18.6 The first six (6) months of employment shall be a probationary employment period. Within the probationary employment period, an employee may not participate in the grievance and arbitration procedure set forth in this Agreement. The Employer and the Union expressly acknowledge that during the probationary employment period, the Employer may discipline or discharge an employee with or without cause and such discipline or discharge shall not be subject to grievance and arbitration.

ARTICLE XIX

JURY DUTY, MILITARY LEAVE

19.1 An employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days, the difference between the compensation he would have received from the Town and his fees, exclusive of travel allowances, for such services.

19.2 An employee called for an annual tour of duty with the military forces shall be paid an amount equal to the difference the compensation for a normal working

period of two weeks and the amount paid for such military service, exclusive of any travel allowance. This temporary military duty shall in no way affect the regular vacation time earned by the employee.

- 19.3 If an employee is summoned to appear in court as a witness for the Town, he/she shall receive full compensation for any time lost and shall return to the Town such fees as he may collect.

ARTICLE XX

INJURY LEAVE/LIGHT DUTY

- 20.1 Any employee who is unable to work as a result of any injury arising out of and in the course of his employment, shall receive compensation in accordance with Chapter 152 of the General Laws of the Commonwealth, Worker's Compensation Act.
- 20.2 Employees absent from duty and on workers compensation may be required during recuperation to return to light or limited duty, at the discretion of the Library Director and the employee's physician. Any assignment to light or limited duty must be approved by the

employee's treating physician, including such limitations as the employee's treating physician shall document. The employer agrees that leave with pay will be granted any employee assigned to light or limited duty hereunder, for medical evaluation and/or treatment relating to the underlying medical condition.

ARTICLE XXI

PROFESSIONAL CONFERENCES

- 21.1 Consistent with available appropriations and the needs of the Library, employees may be granted permission to attend professional conferences including the MLA, NELA, and ALA without loss of pay, and with reimbursement of mileage, registration, meal and accommodation expenses.

ARTICLE XXII

ADVANCED EDUCATION

- 22.1 If in the sole judgment of the Employer, it is in the Library's best interests, it may permit leave time without loss of pay for purposes of attending a class or classes directly relating to the employee's job, or which will further the employee's professional skills.
- 22.2 Any such request for leave time under the provisions of this Article shall be submitted to the Library Director, who will recommend approval or disapproval.
- 22.3 The Town will reimburse an employee's tuition for a course approved by the Director in advance. Courses approved will be those which directly relate to the employee's job, or which shall further the professional skills of the employee. Reimbursement may be in full or in part as determined by the Director on an equitable basis. The Employer agrees, furthermore, to establish and promulgate specific timelines for such applications, and for notice to applicants of the disposition of his or her application.

ARTICLE XXIII

HEALTH INSURANCE

- 23.1 The Town shall continue to provide employees the option to enroll in health care maintenance organization ("HMO") insurance coverage, family and individual, pursuant to G.L.C.32B, Section 16. Effective July 1, 2018 employees shall pay twenty four (24%) percent, and the Town shall pay seventy-six (76%) of the total monthly premium cost or rate for such coverage.
- 23.2 Indemnity plan coverage, if any, shall be on the basis of a fifty (50) percent premium contribution by the employee and fifty (50) percent premium contribution by the Town, to cover all employees of the Department and their families, retired employees of the Department and their surviving spouse. In the event that the Town offers an indemnity plan, it shall give prior written notice to the Association, and upon timely demand, the Town will negotiate to agreement or impasse.
- 23.3 In accordance with the provisions of Chapter 32B of the General Laws, with no premium cost to the Town, the Town will purchase additional group life and group

accidental death and dismemberment insurance for employees.

- 23.4 The Town shall continue to provide Health Insurance benefits for members of the unit to be determined through a process of Coalitional Bargaining between the Town and the Unions representing bargaining units of its employees. Effective January 1, 2020 Prescription drug co-payments of \$10-\$30-\$50 for HMO Blue and \$10-\$30-\$50 for Harvard Pilgrim shall be in effect for the term of this contract.
- Effective January 1, 2020, new plan designs were implemented with a \$400/\$800 deductible. Employees pay (24%) percent of the total monthly premium cost or rate for such HMO coverage, and the Town shall pay seventy-six (76%) percent of the total monthly premium cost or rate therefor.

Physician Office visit	\$25 -\$35 Varies
Prescriptions	\$10/\$30/\$50
Mail Order Prescriptions	\$20/\$60/\$100
Emergency Room (Waived if admitted)	\$100

Deductible \$400/\$800	Ind.\$400/Family \$800
Specialist	\$30
Hospital Admission	\$150
High Tech Imaging (MRI,CT,PET)	\$50
Outofpocket(most you Pay)	Ind.\$2,000/Family \$4000

23.5 Effective January 1, 2012, the Town shall retain a third-party administrator to administer a Section 125 Flexible Spending Account (FSA) for active employees. Two (2) accounts that shall be included in the section125 FSA shall be a Dependent Care Account (DECAP)and a Medical Care Account (MEDCAP). The Town shall be responsible for paying any one-time setup costs associated with implementing the Section 125 FSA. The Town shall pay any administrative fees for subscribers who opt into FSA. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Service (IRS) Code. Effective July 1, 2012, a debit card will be made available to participants in the MEDCAP Account. The cost of the debit card will be paid by the Town. Effective July 1, 2015 bargaining unit members may roll over up to Five Hundred Dollars (\$500) of unused FSA funds in their account at the end of each fiscal year of this Agreement, in accordance with IRS regulations.

23.6 Effective upon ratification of this Agreement, the Association and all bargaining unit members shall cooperate and comply with any and all audit requirements under Section 26 of

Chapter 69 of the Acts of 2011, including but not limited to, submission of paperwork requested by the Town and/or its insurance consultant. The Town agrees that it, its employees and its designees will protect the information submitted as required by State and Federal law, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA). The information submitted pursuant to an audit will not be shared with, or accessible to, any Town employee or designee for any purpose other than as required to complete the audit. Such information shall not become part of an employee's personnel file. If the Town or its designee discloses the submitted information to any person or entity, including any other employee or representative of the Town, other than as required to complete an audit or facilitate treatment, the Town will notify the employee, in writing, of the identity of the person to whom the information was disclosed, what was disclosed, and the purpose of the disclosure.

23.7 In the event the town offers a Preferred Provider Organization (PPO) plan or point of service (POS) plan in the future, employees shall contribute the same percentage (%) as the (HMO) towards the cost of the health insurance premiums.

23.8 Employees shall contribute fifty percent (50%) towards the cost of health insurance premiums for MEDEX Plans.

23.9 In the event the Town enters the Group Insurance Commission (GIC), the amount that employees will be required to contribute towards the cost of health insurance premiums for

plans in the GIC shall be as follows:

HMO	15%
PPO/POS	15%
INDEMNITY	50%

ARTICLE XXIV

WAGES

24.1 Effective July 1, 2022, all employees covered by this Agreement shall be paid in accordance with Appendix "A".

24.2 Effective January 1, 2016, all bargaining unit members shall be paid bi-weekly in equal installments.

24.3 Effective January 1, 2016 all bargaining unit members shall receive their paycheck through direct deposit, which may be confirmed electronically. In the extraordinary event that an employee cannot comply with the requirement that they receive their paycheck through direct deposit due to severe hardship, such as an inability to access an ATM within reasonable geographic distance from the employee's worksite or home, the employee shall notify the Assistant Town Administrator and

request an exemption. The Assistant Town Administrator shall review the request for an exemption and will notify the employee of his/her decision. No other appeal may be commenced by the employee or the Association relative to the exemption request and, further, the provisions of this clause are not subject to the parties' grievance and arbitration procedure, provided the decision of the Assistant Town Administrator is not arbitrary or capricious.

ARTICLE XXV

MISCELLANEOUS

25.1 Part-time employees shall receive all benefits of this AGREEMENT on a pro-rata basis, excepting Health Insurance in accordance with Chapter 32B and retirement benefits, eligibility for which is determined in accordance with Chapter 32, or IRS regulations. In the case of employees who regularly work less than 25 hours per week, an amount equal to 7.5% of their gross wages will be deducted into a deferred compensation plan. For existing part-time employees affected by the conversion to a deferred compensation plan, the Town will compensate them for

the difference in their withholdings from Social Security to Deferred Compensation.

- 25.2 Employees required to use personal vehicles in the performance of their duties, including travel from branches, shall be compensated at the mileage rate established for Town employees.
- 25.3 A Standing Committee is established for the duration of this agreement to discuss technological changes and their impact on library operations. Membership on the Standing Committee shall consist of two bargaining unit employees to be appointed by the Milton Library Staff Association/M.L.S.A., the Library Director, and a fourth member to be appointed by the Board of Library Trustees. The Committee shall meet monthly or at such other times as may be mutually agreed.
- 25.4 The Town understands that the Association has concerns with respect to the filling of vacant professional positions. Not later than the end of October, the Association may, if it so chooses, notify the Library Director of its desire to discuss the specific issue of whether there is an intent to fill particular vacant professional positions for the following fiscal

year, and the Town will meet with the Association to hear its concerns.

- 25.5 The security of the Library is an important concern. All employees need to be mindful of safety in securing the workplace. Therefore, it shall be the responsibility of the Library Supervisor on duty to ensure that all doors and windows are locked and other appropriate building security measures are adhered to in closing the Milton Public Library.

ARTICLE XXVI
UNSCHEDULED CLOSINGS

- 26.1 If an employee is sent home from work or told not to report to work because of an emergency closing, that employee will be paid at the standard hourly rate for the number of hours they were scheduled to work. This provision only applies to emergency closings that are of a duration of seven days or less, or to the first seven days of any emergency closing that is of a duration of more than seven days. Decisions about whether to open or

close the Library shall not be subject to the grievance and arbitration provisions of this contract.

ARTICLE XXVII

Random Drug & Alcohol Testing

27.1 "Effective July 1, 2022, all bargaining unit members shall be subject to the terms and conditions of the Town's drug & alcohol policy and shall be subject to random drug and alcohol testing and possible discipline. Members shall not be disciplined for testing positive for marijuana. Once a bargaining unit member has been tested in a testing year, that individual shall not be tested in the same testing year again. Members should not be tested during non-working days."

ARTICLE XXVIII

Duration

July 1, 2022 through June 30, 2025

Agreement

FOR THE TOWN OF MILTON

FOR THE MILTON PUBLIC LIBRARY
STAFF ASSOCIATION, MLSA

This Agreement supersedes the prior Agreement which by its terms would otherwise have been effective from July 1, 2019 to June 30, 2022.

APPENDIX A

LIBRARY

7/1/222
(FY23)

step 1-13
+2%

Step 13

LS3	808.1655	832.4012	857.3836	883.1131	909.6002	936.8884	974.9358	984.6852
LS4	927.6011	955.4196	984.1041	1013.611	1044.006	1075.341	1111.898	1123.016
LS5	987.3080	1016.936	1047.427	1078.86	1111.215	1144.563	1163.43	1175.064
L2	1110.3414	1143.64	1177.955	1213.286	1249.698	1287.182	1325.802	1339.06
L2.5	1269.9204	1308.015	1347.255	1387.664	1429.288	1472.181	1516.344	1531.508
L3	1503.07302	1547.542	1594.635	1642.474	1691.75	1742.516	1794.781	1812.729

Step 7 Step 13

7/1/23
(FY24)

step 1-6 & 13 +2%, step 7 +2% then +.5%

0.02

0.005

LS3	824.3288	849.0492	874.5313	900.7754	927.7922	955.6261	999.4067	1004.379
LS4	946.1531	974.528	1003.786	1033.883	1064.886	1096.848	1139.807	1145.476
LS5	1007.0541	1037.274	1068.375	1100.437	1133.439	1167.455	1192.632	1198.566
L2	1132.5482	1166.513	1201.514	1237.552	1274.692	1312.925	1359.08	1365.841
L2.5	1295.3188	1334.176	1374.2	1415.417	1457.874	1501.625	1554.404	1562.138
L3	1533.1345	1578.493	1626.528	1675.324	1725.585	1777.366	1839.83	1848.983

Step 13

7/1/24
(FY25)

step 1-7 +2%, step 13 +2% then +.5%

0.005

LS3	840.8154	866.0302	892.0219	918.7909	946.348	974.7386	1019.395	1029.589
LS4	965.0761	994.0186	1023.862	1054.561	1086.184	1118.785	1162.603	1174.228
LS5	1027.1952	1058.02	1089.743	1122.446	1156.108	1190.804	1216.485	1228.65
L2	1155.1992	1189.843	1225.545	1262.303	1300.186	1339.184	1386.261	1400.124
L2.5	1321.2252	1360.859	1401.684	1443.726	1487.032	1531.657	1585.493	1601.347
L3	1563.7972	1610.063	1659.059	1708.83	1760.096	1812.914	1876.626	1895.393

APPENDIX A-4

NIGHT DIFFERENTIAL

Those employees who are regular and permanent employees who work ten (10) hours or more and are assigned to work a night shift shall receive the hourly amounts set forth below for all hours regularly assigned to them and actually worked by them between 5:30 p.m. and 9:00 p.m. This amount shall not apply towards overtime or overtime pay computations or towards computation of compensatory time, if any.

Hourly amount

Effective July 1, 2012 - \$2.85

APPENDIX A-5

SATURDAY DIFFERENTIAL

Those employees who are regular and permanent employees and who work ten (10) hours or more and are assigned to work a Saturday day shift shall receive the hourly amounts set forth below for all hours regularly assigned to them and actually worked by them between 9:00 a.m. and 5:00 p.m. This amount shall not apply towards overtime or overtime computations or towards computation of compensatory time, if any.

Hourly amount

Effective July 1, 2023 - \$4.75 per hour

APPENDIX B
SICK LEAVE BANK

The Milton Public Library Sick Leave Bank will enable all members of the staff covered by the contract to contribute voluntarily one (1) day per year of their accumulated sick days for use by a participating member whose sick leave is exhausted through prolonged illness. The Sick Leave Bank is designed for prolonged illness and will be used only by staff intending to return immediately after the prolonged illness. (Additional language to be agreed upon by the parties and appended hereto and incorporated herein by reference.)

APPENDIX C

Evaluations

All bargaining unit members shall be evaluated using the attached Evaluation form in all evaluations of bargaining unit employees.

TOWN OF MILTON GENERAL AND MISCELLANEOUS PERFORMANCE APPRAISAL

_____ Name of Employee	_____ Department	_____ Date of Review
_____ Reviewer's Signature	_____ Dept. Head Signature	From: _____ To: _____ Period of Review

INSTRUCTIONS:

Consider the factors listed; be objective in your evaluation, determine the overall rating by weighing each factor according to its importance to the job. Wherever possible make statements to support your ratings, if there are additional factors which you feel deserve special emphasis, please include them with the report.

Ratings: A - Excellent C - Satisfactory E - Poor
 B - Above Average D - Needs Improvement

I. PERFORMANCE:

Consider the level of productivity, ability to follow procedures and policies, job knowledge, resourcefulness, judgment, adaptability.

A () B () C () D () E ()

II. RELATIONSHIPS:

How well does the employee relate at all levels inside and outside the department and with the public? What kind of department representative is this employee?

A () B () C () D () E ()

III. ATTITUDE:

How does he or she react to supervision? Consider involvement in the job, enthusiasm, ability to assist others and the public, organizational loyalty, willingness to learn new skills, methods.

A () B () C () D () E ()

IV. DEPENDABILITY:

Does the employee always accomplish the task? Consider reliability, resourcefulness, follow-up, sense of priorities, absenteeism and punctuality.

A () B () C () D () E ()

V. INITIATIVE:

How much direction does the individual need to complete assignments? Is the employee a "self-starter"? Does he or she seek new challenges, help others, anticipate problems?

A () B () C () D () E ()

VI. SUPERVISORY SKILLS: (if applicable)

Consider the performance of his or her group; quality and productivity. Does he or she delegate effectively? Is time taken to instruct and counsel?

A () B () C () D () E ()

VII. ADDITIONAL COMMENTS:

Please state any additional factors which you consider important, that would better emphasize and identify any strengths and weaknesses not mentioned above.

VIII. EMPLOYEE'S COMMENTS: (optional)

Employee's Signature

Date

To the Employee being Reviewed:

This form will be submitted to the Town Administrator and will be filed in your personnel folder.

Thank you for your cooperation.