

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF ABINGTON AND
THE ABINGTON LIBRARY STAFF ASSOCIATION, LOCAL 4928 AFT-MA AFL-CIO**

Whereas, the parties have met and negotiated regarding a successor Collective Bargaining Agreement (“CBA”), subject to ratification, for the employees of the Abington Library Staff Association, Local 4928, AFT-MA AFL-CIO (“Union”).

Now, Therefore, the employees of the Union and the Town of Abington (“Town” or “Employer”) agree as follows:

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective July 1, 2020 through June 30, 2023 shall, except to the extent modified by this Agreement, be carried over intact into the successor Collective Bargaining Agreement.

All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document

2. Duration: Three (3) year contract (July 1, 2023 – June 30, 2026). Amend Article 24 as appropriate.

3. Article 23 – Wages:

- a. COLA:

- i. Effective July 1, 2023, each step on the salary schedule shall be increased by 2%;
- ii. Effective July 1, 2024, each step on the salary schedule shall be increased by 2%;
- iii. Effective July 1, 2025, each step on the salary schedule shall be increased by 2%.

- b. The wage chart for each year of the Agreement is attached hereto and shall be incorporated by reference as Exhibit A and integrated into the successor collective bargaining agreement. For the purposes of placement on the revised wage charts, the current staff shall be placed as follows, effective July 1, 2023:

- Amy Hindle will be placed on step 9, Children’s Librarian column
- Sandy Bumpus will be placed on step 10, Assistant Librarian column
- Linda Sampson will be placed on step 10, Assistant Librarian column
- Lynne Nickley will be placed on step 4, Assistant Librarian column
- Joanne Plunkett will be placed on step 8, Library Assistants column
- Kerri Lohnes will be placed on step 3, Library Assistants column
- Jill Monti will be placed on step 2, Library Assistants column
- Heidi Hernandez will be placed on step 5, Staff Librarian column

4. Article 1 – Recognition: Amend article as follows:

“The Town 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 permanent part-time employees, excluding the Director, who work twenty (20) hours or more per week in the **Abington Public Library**.”

5. Article 8 – Paid Holidays:

a. Section 8.1: Amend language as follows:

“All employees covered by this Agreement who are regularly employed shall receive regular compensation for the following holidays, or the day before/following when any of the listed holidays occur on a Saturday or Sunday. Saturday holidays shall be recognized the day prior, while Sunday holidays will be recognized on the following day.”

b. Section 8.3: Amend language as follows:

“All permanent employees shall receive the holiday compensation. If they are scheduled to work on the day upon which the holiday falls they will receive compensation for their hours. If they are not scheduled to work on the day upon which the holiday falls they will receive pro-rated compensation. Holiday compensation shall be determined based on the following:

- Employees regularly scheduled for 20 to 24.75 hours per week will receive 4.25 hours;
- Employees regularly scheduled for 25 to 29.75 hours per week will receive 5.25 hours; and
- Employees regularly scheduled for 30 to 34.75 hours per week will receive 6.25 hours.”

6. Article 9 – Vacations: Amend language as follows:

“~~All Professional~~ employees shall be allowed two (2) weeks unpaid vacation, the above notwithstanding.”

7. Article 10 – Sick Leave:

a. Section 19.8: Remove current language and replace with the following:

Sick Leave Bank

- Effective July 1, 2023 a sick leave bank will be established to be used by employees who have exhausted all of their accumulated sick leave and who otherwise meet the requirements set out herein.
- The Bank shall be administered by a Committee comprised of two members from the Association and the Director or their designee.
- To participate in the Bank employees shall contribute X hours of their accumulated sick leave by July 1st of each year. Said contributions shall be in writing.
- Application for benefits shall be in writing to the Committee, accompanied by a doctor's note indicating the physical inability of the employee to fulfill their duties or available light duties.
- The Committee shall determine how many hours shall be granted to applicants. Any hours awarded by the Committee which are not used shall be returned to the Bank.
- The Committee shall maintain a record of the number of hours deposited and withdrawn.
- The Bank shall be maintained at a minimum level of X hours. If the balance falls below X hours each employee shall donate X hours.

8. Article 11 – Leave of Absence:

- a. Sections 1 & 2: No Change.
- b. Section 3: Replace language and establish new sections of Article 11 as follows:

11.3 Family Medical Leave Act (FMLA)

1. Notwithstanding anything in this Agreement to the contrary, any employee may exercise their rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 (FMLA) if they have worked 1250 hours in the last twelve (12) months , in accordance with the FMLA. The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons.

2. Eligible employees may take up to 12 workweeks of leave in a year for the following FMLA qualifying reasons:

- the birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- to care for a spouse, son, daughter, or parent who has a serious health condition;

- for a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.
3. An eligible employee may also take up to 26 workweeks of unpaid leave during a 12 month period to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

11.4 Parental Leave

1. Pursuant to M.G.L. Chapter 149, Section 105D, an employee who has successfully completed three (3) months of employment shall be entitled to eight (8) weeks of parental leave for the purpose of birth of a child or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. Leave under the Mass. Parental Leave Act, may run concurrently with FMLA leave at the District's discretion.
2. The employee shall give at least two (2) weeks' notice to the director of their anticipated date of departure and intention to return. The employee shall be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave. An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the District to an employee on parental leave for the birth of a child. Parental leave may be extended beyond eight (8) weeks if the employee elects to use their accrued sick time, with the Director's approval.
3. An employee may elect a long term unpaid parental leave of up to one (1) year. Said employee shall provide the Director with minimum of 45 days' notice prior to leaving. An employee will be considered for early reinstatement according to their ability and experience and the existence of a position for which they are certified. If the employee on an approved leave is actively employed for more than 90 days of the year during which the leave is taken, they will be placed on the next step of Salary Schedule on July 1 of their return to active employment. The employee will retain any previous professional status, and sick leave rights. An employee who returns to work after extended leave will not accrue seniority for any year in which they worked fewer than 90 days.

11.5 Small Necessities Leave Act (SNLA)

Pursuant to M.G.L. Chapter 149 Section 52 D, employees are entitled to up to twenty four (24) hours of unpaid leave during the year in addition to any leave available under the FMLA to:

- participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
- accompany the son or daughter (qualified dependent) of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Employees may elect to substitute any accrued vacation, personal, or sick leave for any of the above 3 items. The employee must provide written request for leave at least 7 days in advance or if the need for leave is not foreseeable, as soon as practicable.

9. Article 17 – Health Insurance and Life Insurance:

a. Section 17.1: Amend Language as follows:

“Pursuant to M.G.L. Chapter 32B, §19 a Public Employee Committee (PEC) was created. The provisions of the health insurance provided shall be governed by the agreement reached between the PEC and the Town.

The Town agrees to implement a comprehensive Dental Plan as follows:

- The Town will contribute 50% of the Dental Plan cost to the eligible employee;
- The employee will contribute 50% of the Dental Plan cost.”

b. Section 17.2: Delete Section.

10. Recommendation and Approval:

- a. The Union bargaining representative(s) agrees to present this Memorandum of Understanding to a vote before the bargaining unit and recommend passage of all provisions herein, upon which the Town Manager agrees to seek, and fully support, approval of an appropriation to fund the Collective Bargaining Agreement, as amended.

In Witness Whereof, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Understanding on this _____ day of March, 2023.

Town of Abington,
By its Town Manager,
duly authorized,

Abington Library Staff Assn.
By its Bargaining Team,
duly authorized,

Scott Lambiase

EXHIBIT A

Effective July 1, 2023:

	Library Assistant	Assistant Librarian	Children's Librarian	Staff Librarian
Step 1	\$20.13	\$22.47	\$28.39	\$23.28
Step 2	\$20.53	\$22.03	\$28.96	\$23.76
Step 3	\$20.94	\$23.37	\$29.54	\$24.23
Step 4	\$21.36	\$23.85	\$30.13	\$24.71
Step 5	\$21.79	\$24.33	\$30.73	\$25.21
Step 6	\$22.23	\$24.82	\$31.35	\$25.71
Step 7	\$22.67	\$25.30	\$31.98	\$26.23
Step 8	\$23.12	\$25.81	\$32.61	\$26.75
Step 9	\$23.68	\$26.33	\$33.26	\$27.29
Step 10	\$24.06	\$26.85	\$33.93	\$27.84

See placement chart in MOA.

Effective July 1, 2024:

	Library Assistant	Assistant Librarian	Children's Librarian	Staff Librarian
Step 1	\$20.53	\$22.92	\$28.96	\$23.75
Step 2	\$20.94	\$22.47	\$29.54	\$24.24
Step 3	\$21.36	\$23.84	\$30.13	\$24.71
Step 4	\$21.79	\$24.33	\$30.73	\$25.20
Step 5	\$22.23	\$24.82	\$31.34	\$25.71
Step 6	\$22.67	\$25.32	\$31.98	\$26.22
Step 7	\$23.12	\$25.81	\$32.62	\$26.75
Step 8	\$23.58	\$26.33	\$33.26	\$27.29
Step 9	\$24.15	\$26.86	\$33.93	\$27.84
Step 10	\$24.54	\$27.39	\$34.61	\$28.40
Step 11	\$25.03	\$27.93	\$35.30	\$28.96

Each employee advances to the next step on the schedule.

Effective July 1, 2025:

	Library Assistant	Assistant Librarian	Children's Librarian	Staff Librarian
Step 1	\$20.94	\$23.38	\$29.54	\$24.22
Step 2	\$21.36	\$22.92	\$30.13	\$24.72
Step 3	\$21.79	\$24.31	\$30.73	\$25.21
Step 4	\$22.22	\$24.81	\$31.35	\$25.71
Step 5	\$22.67	\$25.31	\$31.97	\$26.23
Step 6	\$23.13	\$25.82	\$32.62	\$26.75
Step 7	\$23.59	\$26.32	\$33.27	\$27.29
Step 8	\$24.05	\$26.85	\$33.93	\$27.83
Step 9	\$24.64	\$27.39	\$34.60	\$28.39
Step 10	\$25.03	\$27.93	\$35.30	\$28.96
Step 11	\$25.53	\$28.49	\$36.01	\$29.54
Step 12	\$26.04	\$29.06	\$36.73	\$30.13

Each employee advances to the next step on the schedule.