

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF MIDDLEBOROUGH
AND THE
MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA), AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Middleborough Library Staff Association, Local 4928 (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO) (hereinafter the “Union”) and the Town of Middleborough Board of Selectmen (hereinafter, the “Town”).

WHEREAS, the Town and the Union entered into a collective bargaining agreement for the period July 1, 2021 through and including June 30, 2024; and

WHEREAS, the duly-authorized representatives of the Town and the duly authorized representatives of the Union have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Town and the Union have, subject to ratification by the membership of the Town and the Union, agreed to a successor agreement for the period of July 1, 2024, through and including June 30, 2027;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. The Collective Bargaining Agreement in effect for the period July 1, 2021 through and including June 30, 2024, shall be in full force and effect for the period July 1, 2024 through and including June 30, 2027, except as modified by this **MEMORANDUM OF AGREEMENT**.

2. PREAMBLE

A. AMEND THE PREAMBLE TO READ AS FOLLOWS:

PREAMBLE

The AGREEMENT is hereby entered into by the Town of Middleborough, hereinafter referred to as the ***Employer or the Town***, the Middleborough Library Staff Association, ~~and the **Local 4928, Massachusetts Library Staff Association (MLSA), American Federation of Teachers (AFT), AFT Massachusetts (AFL-CIO), Massachusetts Library Staff Association, M.L.S.A.,**~~ hereinafter referred to as the **Union**, and has as its purpose the promotion of harmonious relations by the collective bargaining process.

B. AMEND AGREEMENT TO CHANGE ALL REFERENCES TO “the Association or the UNION” TO READ “the **Union”.**

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C. **AMEND AGREEMENT TO CHANGE ALL REFERENCES TO “the EMPLOYER” TO READ “the Employer”.**

3. **ARTICLE 2: UNION DUES**

A. **AMEND PARAGRAPH 2.1 TO READ AS FOLLOWS:**

2.1 TheTown agrees to deduct regular monthly **Union** dues from the wages of each employee who authorizes the Town to do so through a signed authorization ~~card~~ **form, attached hereto as Appendix B, and** delivered to the **Treasurer of the Town in accordance with Section 17A of Chapter 180 of the General Laws, as amended.** The Town may conclusively rely upon a written statement from the Treasurer of the **Union** as to the amounts of such monthly **Union** dues.

4. **ARTICLE 3: DISCRIMINATION AND COERCION**

A. **AMEND PARAGRAPH 3.1 TO READ AS FOLLOWS:**

3.1 There shall be no discrimination by the **Employer** or the **Union** in violation of state or federal laws against any employee covered by the terms of this Agreement because of race, color, **sex**, national origin, religion, gender/**gender identification**, marital status, sexual orientation, ~~gender identification~~, military service **/veteran status**, age, disability/**handicap, pregnancy or pregnancy related medical conditions, union activity**, citizenship and/or genetic information. All employees shall receive the full protection of this AGREEMENT."

5. **ARTICLE 4: GRIEVANCE PROCEDURE**

A. **AMEND ARTICLE TITLE TO READ: “GRIEVANCE PROCEDURE AND ARBITRATION”.**

B. **AMEND PARAGRAPH 4.2 TO READ AS FOLLOWS:**

4.2 All grievances shall be processed in the following manner:

a. **STEP1: LIBRARY DIRECTOR.** The aggrieved employee shall present the matter informally to the Library Director or his/her designee for adjustment within ten (10) days of the occurrence or employee's first knowledge of the event giving rise to the grievance or said grievance shall be deemed waived and not subject to consideration in any forum. The employee may have a **Union** representative present at this meeting. The Library Director shall reply within ten (10) days.

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b. STEP 2: BOARD OF LIBRARY TRUSTEES. If no satisfactory resolution is made in Step 1, the aggrieved employee shall reduce the grievance to writing, and file a copy of the same with the Library Director and the Board of Library Trustees within ten (10) days. ***The Trustees shall, upon receipt of the written grievance, consider same and notify the employee and the Union of the result of its consideration within fifteen (15) days.***

~~c. STEP 3.~~ The Trustees shall, upon receipt of the written grievance, consider same and notify the employee and the UNION of the result of its consideration within fifteen (15) days.

c. STEP 3: SELECT BOARD. If no satisfactory resolution is made in Step 3 2, the aggrieved employee shall submit the grievance to the **Select Board** Selectmen. The Selectmen shall, upon receipt of the written grievance, consider same and notify the employee and **Union** of its final and binding decision within fifteen (15) days.

d. STEP 5: ARBITRATION. Whenever certain grievances remain unresolved after processing in accordance with Steps 1-4 3 herein, the **Union** shall have the right to submit the matter to arbitration in accordance with the remainder of this Section. Except as hereinafter stated, all arbitration proceedings pursuant to this Article shall be instituted before the American Arbitration Association and governed by and conducted in accordance with its Voluntary Labor Arbitration Rules. It shall be considered a condition precedent to said arbitration that a written demand for same be filed simultaneously with both the American Arbitration Association and the responding party no later than thirty (30) days following the exhaustion of Step 4 3 above.

~~e. However, under extenuating circumstances, time periods referred to in this Article~~ **TIMELINES.** ***The timelines in this Article*** may be extended by mutual AGREEMENT.

f. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this AGREEMENT.

g. Except for the initial filing fee, which is the responsibility of the

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moving party, all expenses of arbitration shall be shared equally between the parties.

6. **ARTICLE 5: PUBLIC SERVICE**

A. **AMEND ARTICLE TITLE TO READ: “DISCIPLINE/PROBATIONARY PERIOD/JUST CAUSE”.**

B. **MOVE CURRENT PARAGRAPH 5.1 TO END OF PARAGRAPH 22.2 BELOW.**

C. **AMEND PARAGRAPH(S) 5.1 THROUGH 5.5 TO READ AS FOLLOWS:**

5.1 **PROBATIONARY PERIOD/JUST CAUSE.** ~~After an employee has been in the employ of the~~ **Employees shall serve for a probationary** period of six (6) months. **No Employee who has completed his/her probationary period** ~~in the unit~~ shall be discharged, suspended, lowered in rank or compensated **compensation** without the employee's consent, unless there is just cause and reasons given to the employee in writing.

5.2 **HANDLING OF COMPLAINTS MADE AGAINST EMPLOYEES.** **Any written complaints regarding an Employee made to the Library Director by any patron, staff member, or other person will be promptly called to the attention of the Employee. Prior to the imposition of any discipline or administrative action resulting from the complaint, the Employee will have the right to first present his/her case or viewpoint.**

5.3 **PROHIBITION OF PUBLIC DISCIPLINE.** **Any investigation of misconduct or discipline of a member of the bargaining unit by a supervisor, administrator, or any other agent of the Employer shall be done in private and never in the presence of patrons, staff members, other persons, or at public gatherings.**

5.4 **INVESTIGATORY HEARINGS/WEINGARTEN RIGHTS.** **Whenever a member of the bargaining unit is required to meet with a representative of the Employer concerning any matter which could lead to disciplinary action and/or adversely affect the Employee's employment status, the Employee shall be entitled to have a Union Representative present. The meeting shall be scheduled at a time that is both mutually convenient and as soon as reasonably possible for the Employer and the Union.**

5.5 **CONFIDENTIALITY OF INVESTIGATIONS.** **The Town will ensure confidentiality of all misconduct investigations to the extent it is possible to do so under the circumstances. This section shall not preclude the Town or the Library Director from discussing the investigation with appropriate Town officials and/or the Library Board of Trustees.**

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7. ARTICLE 7: WORK AND OVERTIME HOURS

A. AMEND ARTICLE TITLE TO READ: “HOURS OF WORK”.

B. AMEND PARAGRAPH 7.2 TO READ AS FOLLOWS:

7.2 **MEAL PERIOD/REST BREAKS.** The ~~lunch~~ ***meal*** period shall be for up to one (1) hour duration. Each employee working five (5) hours or more in a day shall have two (2) fifteen (15) minute paid ***rest*** breaks per workday. Employees working less than five (5) hours shall have one (1) fifteen (15) minute paid ***rest*** break. This is in addition to the one (1) hour ~~lunch break~~ ***meal period***.

C. AMEND PARAGRAPH 7.3 TO READ AS FOLLOWS:

7.3 **OVERTIME/COMPENSATORY TIME.** Employees covered by this AGREEMENT shall be paid overtime, ***or if the employees shall so request be granted compensatory time.*** ***Overtime shall be paid*** at the rate of one and one-half (1½) times the ***employee's*** regular rate of pay for work in excess of the normal workday or work week. ***Compensatory time shall be granted at the rate of one and one-half (1½) hours for each hour worked in excess of the normal workday or work week.*** Any overtime pay or compensatory time shall be agreed upon by the Library Director and the employee, subject to the limitations of the Fair Labor Standards Act.

D. RE-NUMBER PARAGRAPH 7.4 TO READ PARAGRAPH 7.3A:

a. Employees who have left their place of employment on completion of their assigned work schedule who are recalled for overtime work before their next scheduled starting time shall be guaranteed a minimum of four (4) hours of overtime pay.

E. RE-NUMBER PARAGRAPH 13.2 TO READ PARAGRAPH 7.3B:

b. Employees who are requested by the Library Director to attend meetings after his/her regularly scheduled work hours shall receive compensatory time equal to the length of the meeting and any travel time.

F. RE-NUMBER PARAGRAPH 7.5 SUNDAY LIBRARY HOURS TO READ PARAGRAPH 7.4 SUNDAY LIBRARY HOURS.

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G. ADD A NEW PARAGRAPH 7.5 TO READ AS FOLLOWS:

7.5 Library Closing. In the event the Library is closed due to weather conditions, or other circumstances not specified in 20.1 below, those employees scheduled to work shall be paid for their scheduled hours. In the event Library is closed under the provisions of this article, an employee normally scheduled to work on the date of closure shall not be required to work from home. Any employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.

8. ARTICLE 8: UNION REPRESENTATION

AMEND PARAGRAPH 8.2 TO READ AS FOLLOWS:

8.2 The above personnel shall be granted reasonable time off during working hours, if necessary and with the permission of the Library Director, to investigate and discuss grievances, workplace related complaints and other issues, and for contract negotiations. Requests for time off during working hours to attend to union business shall be made in advance to the Library Director, and shall not be unreasonably denied.

9. ARTICLE 9: HOLIDAYS

AMEND PARAGRAPH 9.1 TO READ AS FOLLOWS:

9.1 The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	1/2 Day Before Thanksgiving
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Note: Effective 7/1/2024 add a new holiday (1/2 Day Before Thanksgiving). This is a floating holiday to be taken on a day mutually agreed upon between the Employee and the Library Director.

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10. ARTICLE 11: SICK LEAVE

A. MOVE PARAGRAPH 11.4 TO ARTICLE 12 UNDER NEW PARAGRAPH 12.2 AND DELETE CURRENT 11.4:

12.2 PERSONAL DAYS. Employees shall be granted four (4) personal days each year, provided requests for personal days are made at least 48 (forty-eight) hours in advance of the requested day off. The Library Director will waive the 48 (forty-eight) hours advance notice requirement if an emergency situation prevented the notice requirement from being met.

B. MOVE PARAGRAPH 11.5C TO END OF PARAGRAPH 11.1 AND DELETE CURRENT 11.5C:

11.1 Each full-time employee shall be granted eighteen (18) sick leave days per year, which shall accrue at the rate of one and one half (1½) days for each calendar month of actual service. ***All permanent part-time workers will be granted sick leave credits in the same proportion that their part-time service bears to full-time service.***

C. DELETE THE HEADER “MISCELLANEOUS” FROM THE BEGINNING OF PARAGRAPH 11.5.

D. RE-NUMBER PARAGRAPH 11.5a TO READ 11.4.

E. RE-NUMBER PARAGRAPH 11.5b to read 11.5.

F. RE-NUMBER PARAGRAPH 11.5d to read 11.6.

G. RE-NUMBER PARAGRAPH 11.5e to read 11.7.

11. ARTICLE 12: JURY PAY

A. AMEND ARTICLE TITLE TO READ: “OTHER LEAVES OF ABSENCE”.

B. AMEND PARAGRAPH 12.1 TO READ AS FOLLOWS:

12.1 BEREAVEMENT LEAVE. In the event of a death in the immediate family of a member or her/his spouse, that member may be granted up to five (5) days of leave without loss of pay. Immediate family is defined as spouse, children, mother, father, sisters, brothers, mother and father-in-law, grandparents, spouse's grandparents, grandchildren, aunts and uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law, stepmother and father, stepchildren and other members of the immediate household who reside with the employee.

a. Bereavement leave may be extended by two (2) additional days for the loss of the employee's spouse, child, or parent with the approval of the

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Library Director. The additional time will be deducted from either available personal days or accrued vacation time at the employee's discretion.

b. Bereavement leave days shall be added to the employee's accrued vacation days if the loss of an immediate family member, as defined in section 13.1, occurs during the employee's scheduled vacation.

C. AMEND ARTICLE TO ADD A NEW PARAGRAPH 12.2 PERSONAL DAYS.

D. AMEND ARTICLE TO ADD A NEW PARAGRAPH 12.3 TO READ AS FOLLOWS:

12.3 JURY DUTY. *Employees who are called for jury duty shall be granted leave. Whenever possible, the Employee notify the Library Director fourteen (14) days prior to their scheduled juror service and provide a copy of the notice of service to the Director or his/her designee upon receipt. Upon completion of the juror service, the Employee shall provide the Director with documentation showing completion of such service.* The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

E. AMEND ARTICLE TO ADD A NEW PARAGRAPH 12.4 TO READ AS FOLLOWS:

12.4 FAMILY AND MEDICAL LEAVE ACT (FMLA). *Eligible employees covered by this Agreement shall be entitled to leave in accordance with the provisions the Federal Family and Medical Leave Act, 29 U.S.C., Section 2601, (29 CFR 825), and the Town of Middleborough FMLA Policy attached hereto and incorporated herein as Appendix E. An Employee may use his/her accrued paid leave for unpaid leave granted under this section. Should there be any conflict between the statute and the Town policy, the statute shall prevail.*

F. AMEND ARTICLE TO ADD A NEW PARAGRAPH 12.5 TO READ AS FOLLOWS:

12.5 PARENTAL LEAVE. *Eligible employees covered by this Agreement shall be entitled to Parental Leave in accordance with the provisions of MGL c. 149, Section 105D, and may use his/her accrued paid leave for unpaid leave granted under this section. Leave granted under this section shall run concurrent with leave granted under the Family and Medical Leave Act (FMLA).*

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G. AMEND ARTICLE TO ADD A NEW PARAGRAPH 12.6 TO READ AS FOLLOWS:

12.6 SMALL NECESSITIES LEAVE ACT. *Eligible employees covered by this agreement shall be entitled to leave in accordance with the Massachusetts Small Necessities Leave Act, MGL c. 149, Section 52D. An employee may use his/her accrued paid leave for unpaid leave granted under this section provided the reason for such leave would normally have qualified for paid leave under this Agreement. Where an employee's accrued paid leave allowances has been exhausted such leave shall be unpaid.*

H. AMEND ARTICLE TO ADD A NEW PARAGRAPH 12.7 TO READ AS FOLLOWS:

12.7 DOMESTIC VIOLENCE LEAVE ACT. *An employee who meets the statutory requirements to qualify for leave under the Domestic Violence Leave Act (DVLA) MGL c.149, Section 52E, is eligible for unpaid leave for the purposes allowed under said laws upon verification that the leave qualifies under the laws. Accumulated paid leave may only be substituted if the reason for the leave would have normally qualified for paid leave.*

I. AMEND ARTICLE TO ADD NEW PARAGRAPH 12.8 TO READ AS FOLLOWS:

12.8 UNPAID LEAVE OF ABSENCE. *Any employee employed by the Town for one (1) year may apply for a leave of absence without pay. Up to two (2) weeks leave of absence may be granted at the discretion of the Library Director, however, requests for more than two (2) weeks of unpaid leave must be approved by the Town Manager or his/her designee. If an unpaid leave of absence is granted, benefits and seniority shall not accrue during the period of absence greater than thirty (30) calendar days.*

12. ARTICLE 13: FUNERAL LEAVE

A. AMEND ARTICLE TITLE TO READ: "COMPENSATION".

B. AMEND PARAGRAPH 13.1 TO READ AS FOLLOWS:

13.1 SALARY SCHEDULE. Employees shall receive their weekly salaries ~~salaries~~ **compensation** according to **the Salary Schedule** in Appendix A. Employees will advance a step on the anniversary date of their employment in a position.

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C. AMEND PARAGRAPH 13.2 TO READ AS FOLLOWS:

13.2 **DIRECT DEPOSIT.** As of July 31, 2021, paychecks will be directly deposited to an employee's financial institution of their choice and the Town will no longer provide any paper documentation of a paycheck. To the extent an employee is not already enrolled in direct deposit, the employee will make the necessary arrangements through the Treasurer-Collector's office to enroll no later than July 31, 2021.

D. AMEND PARAGRAPH 13.3 TO READ AS FOLLOWS:

13.3 SALARY INCREASE.

- a. Effective and retroactive to July 1, **2024**, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).
- b. Upon ratification of the 2024-2027 collective bargaining agreement, and no later than August 1, 2024 the Town will conduct a Salary and Compensation Survey for all positions in the bargaining unit through the Edward Collins Center for Public Management at the University of Massachusetts – Boston. Upon completion of this survey if the results will be shared with the Union, and if the survey determines that wages/hourly rates for bargaining unit positions require adjustment then the parties agree to re-open this agreement for the sole purpose of negotiating over said adjustments.
- c. Effective July 1, **2025**, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).
- d. Effective July 1, **2026**, the rates of pay for all bargaining unit employees shall increase by two and one-half percent (2.5%).

E. AMEND PARAGRAPH 13.4 TO READ AS FOLLOWS:

13.4 **WORKING IN A HIGHER CLASSIFICATION.** Any employee assuming a ~~senior position in a~~ ***higher classification*** for ten (10) or more consecutive working days due to another employee's illness or absence, not including vacation or personal days for this ten (10) day period, shall receive compensation at the higher rate ***and*** at his/her current step, for each day ~~in the senior position is held~~ ***higher classification and for all hours worked***. The increased amount shall be paid on the next scheduled pay period. In the event of a recurring related condition, the ten (10) day waiting period shall be waived.

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13. ARTICLE 14: SALARIES

A. AMEND ARTICLE TITLE TO READ: “EDUCATIONAL INCENTIVE PAY/EDUCATIONAL REIMBURSEMENT”.

B. AMEND PARAGRAPH(S) 14.1 AND 14.2 TO READ AS FOLLOWS:

14.1 **EDUCATIONAL INCENTIVE PAY (EIP).** The parties agree that the ~~Education~~
~~Incentive Pay~~ ***EIP*** will be paid ***to an employee*** on an annual basis once the level of
library science credit hours has been reached ***he/she has attained the required***
number of credits hours towards a degree in Library Science. There shall be no
requirement that the member continue to pursue additional credit hours. ~~The~~ ***EIP***
payments shall be cumulative and will be paid in accordance with the following
schedule: ~~and is to be cumulative for all employees.~~

12 Credit Hours	\$250.00
24 Credit Hours	\$250.00
36 Credit Hours	\$250.00
48 Credit Hours	\$250.00
60 Credit Hours	\$250.00
72 Credit Hours	\$250.00
84 Credit Hours	\$250.00

14.2 All qualified employees will be paid ~~out~~ ***their EIP during*** the first month of
January in their second calendar year ***of employment,*** and ***thereafter*** will ~~then~~ be
paid ~~subsequently on~~ ***during*** the first month of ***January*** every calendar year
thereafter moving forward. If an employee reaches a new level of credits during a
calendar year, the employee will receive the higher educational incentive ~~at the~~
beginning in January of the next calendar year.

C. AMEND PARAGRAPH 14.3 TO READ AS FOLLOWS:

14.3 **EDUCATIONAL DEVELOPMENT REIMBURSEMENT.** Employees shall receive
reimbursement of tuition, books, materials as specifically require in the curriculum
and/or syllabus, and fees up to five hundred (\$500) dollars annually for the cost of
work-related educational enrichment approved by the Director.

- a. A course for credit will require a grade of B or better for reimbursement. An employee shall provide documentation satisfactory to the Library Director confirming that he/she completed an approved course and received a grade of “B” or better to receive reimbursement.

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- b. Non-credit work-related enrichment requires evidence of attendance, completion of required work and related receipts for reimbursement.
- c. In the event that work-related activities commence during the employee's work hours, the employee shall receive his/her regular hourly rate for his/her participation.

14. ARTICLE 16: MISCELLANEOUS PROVISIONS

- A. **AMEND ARTICLE TITLE TO READ: "WORKING CONDITIONS"**.
- B. **DELETE PARAGRAPH(S): 16.2, 16.3, 16.4, 16.5 (NO CURRENT PARAGRAPH), 16.6, 16.7, 16.8, 16.12, AND 16.13.**
- C. **RE-NUMBER PARAGRAPH(S) 16.9 THROUGH 16.11 TO READ 16.2 THROUGH 16.4.**
- D. **AMEND PARAGRAPH(S) 16.2, 16.3, AND 16.4 TO READ AS FOLLOWS:**

16.2 ***PART-TIME EMPLOYEE BENEFITS.*** All part-time employees shall receive sick day, vacation and holiday benefits in accordance with Article 10.3 B.

16.3 ***PART-TIME EMPLOYEE HEALTH INSURANCE.*** A part-time employee presently enrolled in the Town's group insurance plan will not lose coverage in the event the employee works twenty (20) hours for forty-two (42) weeks but less than twenty (20) hours for ten (10) weeks of each fiscal year.

16.4 ***PRINTING OF CONTRACTS.*** The Town will print and distribute copies of the collective bargaining agreement to all current and newly hired employees.

15. ARTICLE 18: EFFECTIVE DATE

- A. **COMBINE AND MOVE PARAGRAPH(S) 18.1 AND 18.2 UNDER PARAGRAPH 22.3 BELOW.**
- B. **AMEND ARTICLE TITLE TO READ: "PERSONNEL FILES"**.
- C. **AMEND PARAGRAPH 18.1 TO READ AS FOLLOWS:**

18.1 ***PERSONNEL FILES.*** *The Employer will maintain only one (1) Personnel File for each employee who is a member of the bargaining unit. No documents related to any grievance or arbitration filed by or on behalf of an employee in accordance with Articles 4 of this Agreement shall become part of an employee's Personnel File. No document shall be placed in an employee's Personnel File unless he/she is first provided with a copy of the record. An employee shall have the ability to respond in writing to any document placed in their Personnel File, and such response shall remain*

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a part of the employee's Personnel File, attached to said document, for so long as the record remains in their file. Bargaining unit members may examine her/his Personnel File after they have given a twenty-four (24) hour notice to the Town Manager or his/her designee, and shall upon written request be provided a copy of any documents contained therein.

16. ARTICLE 20: TERMINATION

A. AMEND ARTICLE TITLE TO READ: "SAFETY".

B. AMEND PARAGRAPH(S) 20.1 AND 20.2 TO READ AS FOLLOWS:

20.1 *When a situation exists at the Middleborough Public Library which potentially affects the health and/or safety of the staff, patrons, or the general public including but not limited to toxic fumes, harmful vapors or gases, or dust that may compromise air quality and cause other debilitating consequences or illness staff shall immediately notify the Library Director who will decide on whether to close the Library or to remain open. If staff are unable to make contact with the Library Director, then the Town Manager shall be notified, and he/she will decide on whether the Library will close or remain open. If staff are unable to make contact with the Town Manager, then the Library shall be closed or remain closed.*

20.2 SYSTEM FAILURE. *If the air conditioning/ventilation, electrical, heating, plumbing, water supply or septic systems at the Library are not functioning properly, or cannot be made to function due to a mechanical or electrical problem including the loss of power, then the notification requirements outlined in paragraph 20.1 above shall be followed.*

C. AMEND ARTICLE TO ADD NEW PARAGRAPH 20.3 TO READ AS FOLLOWS:

20.3 *An employee normally scheduled to work on a day when the library is closed or closes early under the provisions of this Article shall suffer no loss of pay and will be compensated for all hours worked and/or scheduled.*

a. *An employee normally scheduled to work on the date of closure shall not be required to work from home.*

b. *An employee, who with the knowledge and consent of the Library Director or his/her designee works from home on a day when the library is closed shall receive compensatory time at the rate of time and one half and for all hours worked or any portion thereof.*

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF MIDDLEBOROUGH
AND THE
MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA), AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

17. ARTICLE 21: HEALTH INSURANCE

A. AMEND ARTICLE TITLE TO READ: “HEALTH INSURANCE/*FLEXIBLE SPENDING ACCOUNTS*”.

B. AMEND ARTICLE TO ADD NEW PARAGRAPH 21.5 TO READ AS FOLLOWS:

21.5 FLEXIBLE SPENDING ACCOUNT. The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dental care.

18. AMEND AGREEMENT TO ADD A NEW ARTICLE 22 TO READ AS FOLLOWS:

ARTICLE 22

DURATION/NEGOTIATIONS

22.1 DURATION. *This shall be a three-year contract effective July 1, 2024 through and including June 30, 2027.*

22.2 NEGOTIATIONS. *Not later than January 15th calendar year in which this Agreement expires, the Town and the Association agree to enter into negotiations over a successor agreement. If a successor agreement is not reached before the expiration date of the existing date of the existing contract, the existing contract shall remain in effect until the successor agreement is reached.* The **Employer** and the **Union** shall recognize and adhere to all State Labor Laws, rules and regulations and AGREEMENT's entered into between the **Employer** and the **Union**.

22.3 EFFECTIVE DATE. Unless otherwise agreed to in a Memorandum of Agreement between the parties, changes to non-economic provisions are effective upon the signing of the successor Agreement. Any matter affecting the Town budget shall be subject to approval by Town Meeting action.

22.4 SAVINGS CLAUSE. 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 G.L. Ch. 150E, Section 7, the terms of this AGREEMENT shall prevail. Should any provision of this AGREEMENT be found to be in violation of any Federal or State Law by a Court of competent jurisdiction, all other provisions of this AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT. If proper notice is given by either party to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties. Should any provision of this AGREEMENT be found to be in violation of any Federal or State Law, this AGREEMENT shall not require either party

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TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF MIDDLEBOROUGH
AND THE
MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA), AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

to perform any act in violation of that law, notwithstanding any contrary provision of this AGREEMENT.

19. APPENDIX A: SALARY SCHEDULES

A. EFFECTIVE JULY 1, 2024 DELETE THE CURRENT SALARY SCHEDULES IN APPENDIX A OF THE COLLECTIVE BARGAINING AGREEMENT AND REPLACE THEM WITH THE NEW SALARY SCHEDULES ATTACHED HERETO AS A PART OF THIS MEMORANDUM OF AGREEMENT.

20. APPENDIX C: INFORMATION TECHNOLOGY NETWORKS/SYSTEMS RESPONSIBLE USE POLICY

AMEND AGREEMENT TO RE-NUMBER APPENDIX C TO READ APPENDIX D.

21. APPENDIX B: SOCIAL MEDIA POLICY

A. AMEND AGREEMENT TO RE-NUMBER APPENDIX B TO READ APPENDIX C.

B. AMEND AGREEMENT TO ADD A NEW APPENDIX B TO READ “APPENDIX B – MEMBERSHIP APPLICATION” ATTACHED HERETO AND MADE A PART OF THIS AGREEMENT.

22. APPENDIX E: FMLA POLICY

AMEND AGREEMENT TO ADD A NEW APPENDIX E TO READ “APPENDIX E – FMLA POLICY” ATTACHED HERETO AND MADE A PART OF THIS AGREEMENT.

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

TENTATIVE AGREEMENT PROPOSED FOR RATIFICATION
BETWEEN THE
TOWN OF MIDDLEBOROUGH
AND THE
MIDDLEBOROUGH LIBRARY STAFF ASSOCIATION
LOCAL 4928 (MLSA), AMERICAN FEDERATION OF TEACHERS (AFT),
AFT MASSACHUSETTS (AFL-CIO)

This Memorandum of Agreement is subject to ratification by the Town and the Union. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 24th day of June, 2024.

TOWN OF MIDDLEBOROUGH

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

James McGrail
James McGrail (Jun 24, 2024 16:05 EDT)

Melissa Guimont
Melissa Guimont (Jun 24, 2024 14:46 EDT)

Christine Dargelis
Christine Dargelis (Jun 24, 2024 13:25 EDT)

Walter Armstrong

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

APPENDIX A
SALARY SCHEDULES

GRADE 10	ASSISTANT DIRECTOR		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	29.1987	29.9287	30.6769
2	30.7358	31.5042	32.2918
3	32.3540	33.1628	33.9919
4	34.0566	34.9080	35.7807
5	35.7595	36.6534	37.5698
6	37.5469	38.4855	39.4477
7	39.4242	40.4098	41.4201
8	41.3957	42.4306	43.4914
9	43.4689	44.5556	45.6695
GRADE 9	PROFESSIONAL POSITION - MLS OR EQUIVALENT		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	26.5444	27.2080	27.8882
2	27.9415	28.6400	29.3560
3	29.4129	30.1482	30.9019
4	30.9606	31.7346	32.5280
5	32.5088	33.3216	34.1546
6	34.1336	34.9870	35.8617
7	35.8404	36.7364	37.6548
8	37.6325	38.5733	39.5377
9	39.5142	40.5020	41.5146
GRADE 8	PROFESSIONAL POSITION - ENROLLED IN MLS PROGRAM (NOT CURRENTLY USED)		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	24.0924	24.6947	25.3120
2	25.2850	25.9172	26.5651
3	25.7259	26.3691	27.0283
4	27.7815	28.4761	29.1880
5	29.1059	29.8335	30.5794
6	30.5404	31.3039	32.0865
7	31.9764	32.7758	33.5952
8	33.5752	34.4146	35.2750
9	35.2540	36.1354	37.0388

APPENDIX A
SALARY SCHEDULES

GRADE 7	PARAPROFESSIONAL SUPERVISOR - CERTIFIED PARAPROFESSIONAL (LEVEL 3 OR LEVEL 4)		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	19.8921	20.3894	20.8992
2	20.8905	21.4128	21.9481
3	21.8407	22.3867	22.9464
4	23.1434	23.7220	24.3151
5	24.0924	24.6947	25.3120
6	25.2632	25.8948	26.5421
7	26.4332	27.0941	27.7714
8	27.7549	28.4488	29.1600
9	29.1428	29.8713	30.6181
GRADE 6	PARAPROFESSIONAL		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	18.0649	18.5165	18.9794
2	18.9918	19.4666	19.9532
3	19.8745	20.3713	20.8806
4	21.0670	21.5937	22.1336
5	21.8623	22.4089	22.9691
6	22.9445	23.5181	24.1061
7	24.0706	24.6724	25.2892
8	25.2742	25.9061	26.5537
9	26.5379	27.2013	27.8813
Custodian	CUSTODIAN		
STEP	FY2025 - 7/1/2024 (2.50%)	FY2026 - 7/1/2025 (2.50%)	FY2027 - 7/1/2026 (2.50%)
1	16.4299	16.8407	17.2617
2	17.2467	17.6779	18.1199
3	18.0649	18.5165	18.9794
4	19.1247	19.6028	20.0928
5	19.8745	20.3713	20.8806
6	20.8905	21.4128	21.9481
7	21.8407	22.3867	22.9464
8	22.9329	23.5063	24.0939
9	24.0795	24.6814	25.2985

APPENDIX B
MEMBERSHIP APPLICATION
MASSACHUSETTS LIBRARY STAFF ASSOCIATION
LOCAL 4928



(PLEASE PRINT)

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELL PHONE: _____

PERSONAL (NON-WORK) E-MAIL: _____

LIBRARY: _____

EMPLOYMENT STATUS: (CHECK ONE) FULL TIME PART TIME (LESS THAN 20 HOURS/WEEK)

MEMBERSHIP APPLICATION AND AUTHORIZATION FOR DUES DEDUCTION

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

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

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

SIGNATURE: _____ DATE: _____

PAYROLL/TREASURER USE ONLY

- FULL DUES RATE HALF DUES RATE QUARTER DUES RATE EIGHTH DUES RATE

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

TOWN OF MIDDLEBOROUGH
FAMILY AND MEDICAL LEAVE ACT

Family and Medical Leave and Military Family Leave

The Family and Medical Leave Act (FMLA) provides eligible employees up to twelve (12) weeks of unpaid leave a year, and requires employers to continue an employee's group health benefits during the leave as if the employee continued to work. The FMLA also provides certain military family leave entitlements. Eligible employees may take FMLA leave for specified reasons related to certain military deployments of their family members. Additionally, they may take up to twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to care for a covered service member with a serious injury or illness.

Availability of Leave

An eligible employee shall be entitled to a total of twelve 12 work weeks of leave during any twelve (12) month period for one or more of the following reasons:

- 1) Because of the birth of a child of the employee and in order to care for such child.
- 2) Because of the placement of a child with the employee for adoption or foster care.
- 3) In order to care for the spouse, or a child or parent of the employee if such spouse, child or parent has a serious health condition.
- 4) Because of a serious health condition that makes the employee unable to perform the functions of his or her position.

Employees may take no more than twelve (12) weeks of leave in a twelve (12) month period. The twelve (12) month period is a rolling twelve (12) months beginning twelve (12) months prior to the proposed commencement of the requested leave.

Intermittent Leave

Intermittent or reduced schedule leave may be taken when medically necessary to care for a seriously ill family member or because of the employee's own serious health condition. Employees must make a reasonable effort to arrange their schedule or schedule treatment so as not to unduly disrupt the operations of the Town. Employees who wish to take FMLA on an intermittent basis or to stretch their leave by working on a reduced schedule need to show medical necessity and/or other need (i.e. birth of a child or adoption). All FMLA must be approved by the Human Resources Director. When employees request intermittent leave, the Human Resources Director will consider how the request for intermittent leave or reduced hours will affect their productivity of their areas of responsibility.

Spouses who both work for the Town may be limited to a combined total of twelve (12) weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement, or to care for the employee's parent with a serious health condition. This limitation does not apply where the reason for the leave is the serious health condition of either spouse or the serious health condition of a child.

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

Military Family and Military Caregiver Leave

Covered employees may take up to twelve (12) weeks of leave in any twelve (12) month period for any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on "covered active duty";

or

Covered employees may take military caregiver leave (MCL), which includes twenty-six (26) weeks of leave in a single twelve (12) month period to care for a family member who is a covered veteran with a serious illness or injury incurred in the line of duty while on active duty.

For employees eligible for twenty-six (26) weeks of leave under this policy, the single twelve (12) month period for leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. Only twelve (12) weeks of the leave can be for reasons other than covered veteran care/MCL.

Definitions

▪ **Serious Health Condition**

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care, and in some instances outpatient care, by a medical provider. Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.

A serious health condition is also defined as one that incapacitates an individual for more than three (3) consecutive days and which requires ongoing medical treatment with a health care provider, or a chronic condition that causes occasional periods of incapacity and which requires treatment by a health care provider at least twice a year. The definition is not meant to cover short-term conditions where treatment and recovery are brief. It includes conditions that require absences on a recurring basis or for more than a few days.

▪ **Eligible Family Member**

An eligible family member includes a spouse, parent(s), and natural, adopted, step, or foster children.

▪ **Child**

Child means a biological, adoptive, or foster child, a stepchild, a legal ward, or a child of a person who has day-to-day responsibilities to care for and financially support that child. To qualify, the child must be under age eighteen (18) at the time the FMLA

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

leave is to commence, or be age eighteen (18) or older and incapable of self-care as a result of a mental or physical disability.

▪ **Spouse**

Spouse refers to a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides. In Massachusetts, this includes same-sex marriage.

▪ **Parent**

Parent means a biological, adoptive, step or foster parent or any other individual who had day-to-day responsibility to care for and financially support the employee when he or she was a child. The term does not include parents “in law.”

▪ **Covered Veteran**

Covered Veteran means a former member of the Armed Forces or National Guard who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and who was discharged or released from service under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

▪ **Covered Active Duty**

For members of the Regular Armed Forces, covered active duty is duty during deployment of the member with the Armed Forces to a foreign country.

For members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), covered active duty is duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation. Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States. It also includes deployment to international waters.

▪ **Qualifying Exigency Leave**

Up to twelve (12) weeks of FMLA Leave (in some cases less as defined by regulations, i.e., Rest and Recuperation qualifying exigency leave provides a maximum of fifteen (15) days) is available for certain exigencies arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation in a foreign country. The exigencies that may qualify for leave are: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; (8) Arranging for Parental Care; and (9) Additional activities not encompassed in the other categories, but agreed to by the employer and employee. Qualifying exigency leave is available to a family

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

member of a military member in the Reserves, National Guard, or the regular Armed Forces. These categories of leave are further defined and limited by Federal regulations.

▪ **Covered Veteran Care Leave**

Leave to care for a family member who is a covered veteran (as defined by regulations) is limited to a one-time leave of up to twenty-six (26) weeks within a single twelve (12) month period. An eligible employee must be needed to care for a family member injured in the course of duty while on active duty with the military. The leave is available on a one-time basis for an injury or incident befalling that family member. For purposes of this leave only, the definition of family member is extended to encompass “next of kin” to the extent not already encompassed by the applicable definition of family member under the FMLA.

Eligibility

To be eligible under FMLA, an employee must have worked for the Town at least one (1) year and for 1,250 hours during the twelve (12) months preceding the leave. Those employees who do not meet these criteria but are requesting medical leave will be reviewed on a case-by-case basis subject to the approval of the Human Resources Director.

Giving Notice of Need for FMLA

When possible, employees are required to give the Human Resources Director thirty (30) days written notice of their expected need for family leave. Employees who do not themselves have thirty (30) days notice of their need for leave are required to give the Human Resources Director as much notice as is practicable.

Employees on leave shall contact the Human Resources Director monthly in writing to report on their expected return dates.

Providing Evidence of Need for FMLA

Every employee requesting FMLA will complete all FMLA request forms and certification forms provided on the U.S. Department of Labor website. If leave is needed because of the employee’s health condition or a family member’s health condition, such forms must be accompanied by a doctor’s certificate and re-certification as allowed by the FMLA regulations.

If FMLA is being requested because of a health need the Town may request that the employee consult a doctor or other health care provider chosen by the Town to confirm the assessment made by the original health care provider. The chosen health care provider shall not be employed by the Town. If the findings of the first and second health care provider differ, the opinion of a third health care provider, chosen and approved by the employee or Union and the Town jointly, will be considered final. Second and third opinions will be at the expense of the Town.

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

FMLA Qualifying Exigency Leave and Military Caregiver Leave (MCL) of Absence

The rules for determining employee eligibility for FMLA qualifying exigency leave or MCL are the same as they are for traditional FMLA leave (must have worked twelve (12) months and 1,250 hours). In addition, for the most part requests for FMLA qualifying exigency leave or MCL must comply with the same timelines and requirements as requests for traditional FMLA leave. Exceptions exist for emergencies and compliance with invitational travel orders (ITO) or invitational travel authorizations (ITA) issued by the military.

Applying for FMLA Qualifying Exigency Leave and MCL

Employees wishing to take MCL or FMLA leave due to a qualifying exigency must provide notice of the need for as soon as practicable. In some cases, this may mean providing notice in advance of the thirty (30) days required under traditional FMLA, and in others it may mean providing same day notice.

The employee must submit a written request for leave that provides sufficient information to make the employer aware of the need for FMLA leave and the anticipated timing and duration of the leave. When leave qualifies as both caregiver leave and military caregiver leave under traditional and military FMLA leave rules, the leave will be designated at military caregiver leave first.

In some instances, employees who have disclosed FMLA qualifying conditions or events will be asked to complete the necessary paperwork whether or not they have submitted a written request.

Certification

The same timing requirements for certification apply to all requests for FMLA leave, including those for military family leave. Which certification form is required depends on the purpose of the leave that is being requested. Where available, the Employer will use forms promulgated by the U.S. Department of Labor. A military issued ITO or ITA is sufficient certification for purpose of establishing the need for MCL for the duration of the time designated in the ITO or ITA.

The Town is entitled to verify qualifying exigencies that involve meeting with a third party. For instance, the MECC verify the schedule and purpose of the meeting with the third party. In addition, the MECC may contact the Department of Defense to confirm a military member is on covered duty or has been called to covered active duty status.

With MCL certifications, the Town may request a second or third opinion of a covered veteran's serious injury or illness when the Certification is provided by a non-military-affiliated health care provider.

Intermittent Leave

Same as under traditional FMLA leave.

Return to Duty

Same as under traditional FMLA leave.

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

Pay During Leave

The Town provides paid sick, personal, and vacation leave to its employees, in accordance with the contracts negotiated with the various bargaining units.

Employees are required on commencing FMLA to take any sick or vacation leave that they have earned, excluding personal days.

Once paid leave is exhausted, the employee goes on unpaid leave. Sick leave will continue to accrue during FMLA, however, sick leave accumulated during FMLA cannot be used during current FMLA.

Employees will no longer accrue paid leave when they have exhausted their paid and unpaid FMLA leave.

Both paid and unpaid leave count toward the twelve (12) week limit.

Benefits During Leave

Health care benefits will be continued during FMLA. Employees on FMLA will not be charged more than other employees for health insurance premiums, but must arrange to pay their share of premiums during leave through the Town Treasurer-Collector's office.

If an employee does not return to work upon completion of FMLA, the Town reserves the right to require reimbursement for all health insurance premiums paid for the employee during FMLA.

FMLA Runs Concurrently With Other Leave

FMLA leave covered by this policy will run concurrently with other leave for which pay is available.

Any leave to which the employee is entitled to under the Massachusetts Parental Leave Act shall run concurrently with the employee's FMLA leave.

Employees who are out of work for reasons that would qualify for leave under this policy, irrespective of whether leave has been requested by them under this policy, are required, upon request, to provide to the Human Resources Director with the information and certifications required by this policy. The Town shall designate all such qualifying leave as FMLA leave retroactive to the date the employee started such leave, which shall run against the twelve (12) weeks allowed under this policy.

Return from Leave

Employees returning from FMLA will be restored to their former job and pay, whenever practicable. If the employee's former job is not available, the Town will make every effort to restore an employee to an equivalent position.

Employees who take leave because of personal health problems will be required to provide a fitness-to-work certificate from their health care providers attesting that they are able to perform the essential functions of the job(s) that they are assigned to upon returning from FMLA.

APPENDIX E
FAMILY AND MEDICAL LEAVE (FMLA) POLICY

Employees found to be using FMLA fraudulently will be subject to termination and may be required to reimburse the Town for health insurance premiums.

The Town is not required to reinstate an employee who exhausts his or her FMLA leave entitlement and is unable to return to work.

An employee on FMLA leave is not protected from actions that would have affected him or her if the employee was not on FMLA leave.

The Town may deny reinstatement if there is a reduction in force and the employee's position or shifts would have otherwise been eliminated even if they had not been on leave.

Key employees, generally those in the top 10 percent by pay at the Town, are eligible for FMLA. The Town however reserves the right under the law to deny reinstatement to key employees if their reinstatement would cause substantial and grievous economic injury.

Employees whose job restoration is likely to be denied will be so informed, in writing, when they request leave. If judgment is that reinstatement would cause the business economic injury after leave commences; the key employee will be so informed and will be given an opportunity to return to work. Decisions will be made on a case-by-case basis and will take into account the impact of the absence of a key employee on business operations.

Taking More Than Twelve (12) Weeks of Leave

Ordinarily, unless state law requires otherwise, employees who fail to return to work after exhausting their twelve (12) weeks of FMLA may be subject to discharge.

Employees who remain temporarily unable to perform their jobs after exhausting FMLA may request extensions of leave beyond the twelve (12) week limit. Medical certification would be required if the employee requests an extension of their leave for a health condition. Any extensions must have the written approval of the Human Resources Director.












FINAL MLSA MOA (2024-2027) - 6.24.2024


Final Audit Report

2024-06-24

Created:	2024-06-24
By:	Walter Armstrong (warmstrong@aftma.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAVJ8TyIZuU3mqVlz-VVLXnDkTFqOVn5le

"FINAL MLSA MOA (2024-2027) - 6.24.2024" History

-  Document created by Walter Armstrong (warmstrong@aftma.net)
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2024-06-24 - 6:46:11 PM GMT
-  Email viewed by Christine Dargelis (cdargeli@sailsinc.org)
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