

# MEMORANDUM OF AGREEMENT

between

**Town of Lexington**

and

**Cary Memorial Library Staff Association, MLSA, AFT-MA**

This Memorandum of Agreement is entered into by and between the Town of Lexington (hereinafter the “Town”) and the Cary Memorial Library Staff Association (hereinafter the “Association”).

WHEREAS, the Town and the Association are parties to a Collective Bargaining Agreement for the period July 1, 2020 through June 30, 2023; and

WHEREAS, the Town and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective July 1, 2023.

NOW, THEREFORE, the Negotiating Subcommittee of the Town, acting subject to the ratification of this Memorandum of Agreement by the full Board of Selectmen to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the Association, acting subject to the ratification of this Agreement by the full membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance, the parties agree as follows:

1. The terms and conditions of employment set forth in the collective bargaining agreement for the period July 1, 2020 through June 30, 2023 shall remain in full force and effect for the period July 1, 2023 through June 30, 2026, except as modified below.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. Replace all pronouns in the successor Collective Bargaining Agreement with gender neutral terms
4. **ARTICLE I - RECOGNITION**

Revise to reflect changes in positions that have occurred over the past several years (e.g. change “Adult Pages” to “Pages”). The Library Director and/or the Deputy Library Director will work with the Union Chapter Chair to determine the changes that need to be made.

5. **ARTICLE II - UNION DUES/ INITIATION FEE**

Section 1: Non-discrimination

*Amend to read as follows:*

In their employment practices, the Town and the Union agree to continue their policy of dealing with all persons without discrimination as regard to race, color, creed, national origin, age, sex, gender identity, marital status, sexual orientation, or disability

**6. ARTICLE XV - BEREAVEMENT LEAVE**

*Amend to read as follows:*

Employees will be granted up to a maximum of five (5) days of paid leave in the event of the death of a member of the immediate family. "Immediate" includes spouse, life-partner, child, miscarriage, still birth, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative who resides in the employee's household. In special circumstances, where additional leave is necessary, a request may be made to the Library Director. Granting additional paid bereavement leave will be done solely at the discretion of the Library Director.

**7. ARTICLE XXIV - IN-SERVICE TRAINING**

Section 1: In-Service Training

*Amend to read as follows:*

At least one (1) in service training morning will be scheduled each year. All staff will be required to attend, unless his or her absence is approved by the Director or Assistant Director. The mornings will be used to train the staff in new policies, procedures, and technologies and/or for staff education or communication. This day will be scheduled in advance so all employees and the public will have sufficient notice.

**8. ARTICLE XI - VACATIONS FOR EMPLOYEES HIRED BEFORE 07/01/2007**

*Amend to read as follows:*

Section 3: Vacation Notice

Vacation time may be taken in full days or half-hour increments. The Director of the Library shall grant vacation leave at such times during the vacation year as will best serve the public interest and convenience. Employees who wish to take a vacation shall provide the Library Director with sufficient notice. Vacation time may be taken on any day of the defined workweek.

**9. ARTICLE XII - VACATIONS FOR EMPLOYEES HIRED AFTER 07/01/2007**

*Amend to read as follows:*

Section 4: Vacation Notice

Vacation time may be taken in full days or half-hour increments. The Director of the Library shall grant vacation leave at such times during the vacation year as will best serve the public interest and convenience. Employees who wish to take a vacation shall provide the Library Director with sufficient notice.

**10. ARTICLE XXVI - WORKWEEK**

*Amend to read as follows:*

Section 2: Saturday-Shift Differential

Effective July 1, 2023 a \$3.00 per hour shift differential will be paid to employees assigned to work on Saturdays. Employees scheduled to work on the Saturday shall suffer no loss of the differential payment in the event the Library is closed due to unforeseen circumstances.

Section 3: Sunday -Differential

All employees who work on Sunday shall be paid at the rate of time and a half or receive compensatory time at time and half at the employees discretion. Employees scheduled to work on the Sunday shall suffer no loss of the differential payment in the event the Library is closed due to unforeseen circumstances.

Section 4: Evening Shift Differential

Effective July 1, 2023 a \$2.00 per hour shift differential will be paid to employees assigned to work after 6:00pm. If the dinner hour is between 6 pm and 7 pm, the differential will be paid for that hour. Employees scheduled to work after 6:00 p.m. shall suffer no loss of the differential payment in the event the Library is closed due to unforeseen circumstances.

**11. ARTICLE XXVII - WAGESCHEDULE**

Section 2: Longevity Schedule effective July 1, 2023

	FY 24	FY 25	FY 26
After 5 years	150	300	500
After 10 years	600	700	900
After 15 years	800	900	1200
After 20 years	1000	1200	1500
After 25 years	1200	1500	1800
After 30 years	1500	1750	2000

## **12. ARTICLE XXVII – WAGE SCHEDULE**

- In order to correct discrepancies in the current salary table, substitute the attached table before the COLA is added and before any other changes are made. Any employee in an affected band will be placed on the step nearest to, but not lower than their current rate
- For the Librarian II grade; drop Step 1 and add new Step 7 that is \$1.00 more than the current Step 7. Effective July 1, 2023, any employee in this grade will be moved to the same new step and will have their performance review date reset to July 1 (i.e. an employee at the current Step 2 will be moved to the new Step 2 rate on July 1, 2023 and their performance review date will be reset to July 1).
- Eliminate the Library Technician II job class and reclassify all Library Technician II positions and the Part-Time Bibliographic Services Technician I position to Library Associate.

### **Effective July 1, 2023**

Increase each step on the salary schedule by 2%

### **Effective July 1, 2024**

Increase each step on the salary schedule by 2%

### **Effective July 1, 2025**

Increase each step on the salary schedule by 2%

The parties agree to reopen the contract for the purpose of discussing wages if, during fiscal year 2026, any Town bargaining unit reaches an agreement with the Town for a general across the board wage increase greater than that delineated above