

AGREEMENT

BETWEEN

THE TOWN OF MILFORD

AND

THE MILFORD TOWN LIBRARY STAFF ASSOCIATION

LOCAL 4928, MLSA, AFT MASSACHUSETTS, AFL-CIO

July 1, 2022 to June 30, 2025

PREAMBLE

This Agreement entered into by the Town of Milford, hereinafter referred to as the Employer, and the Milford Town Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I RECOGNITION

A. Union Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for the following employees of the Town of Milford: All full-time and regular part-time library employees, including: reference librarian, supervisor of technical services, supervisor of youth services, supervisor of circulation, supervisor of adult services, assistant reference librarian, assistant children's librarian, associate librarian, library clerk, assistant library director, custodians and library page, but excluding library director, and all managerial, confidential, and casual employees, and all other employees of the Town of Milford.

Included in the bargaining unit shall be permanent, part-time employees serving in the covered positions. Benefits shall be provided on a pro rata basis to such employees who regularly are scheduled to work more than fifteen (15) hours per week although employees working less than twenty (20) hours shall not receive health and life insurance benefits.

B. Definitions

The term "Trustees" as used in this Agreement means the Board of Trustees of the Milford Town Library.

The term "Library" as used in this Agreement means the Milford Town Library.

The term "Parties" as used in this Agreement refers to the Town of Milford acting through its Board of Selectmen and the Union as participants in this Agreement.

The term "Director" as used in this Agreement shall be understood to mean the responsible administrative head of the Library.

The term "Union Representative" as used In this Agreement means the chapter chairperson or any duly authorized designee of the Union.

The term "Town" as used in this Agreement shall mean the Town of Milford acting through its Board of Selectmen.

The term "Federation" as used in this Agreement shall mean the Milford Town Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO.

The term "employee" as used in this Agreement shall mean any member of the bargaining unit. Whenever the singular is used in this Agreement it is to include the plural.

Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

ARTICLE II SOURCES OF RIGHTS AND OBLIGATIONS

The provisions of this contract set forth the entire agreement between the Town and the Union on wages, hours, conditions of employment, and all other matters. Except for statutorily conferred rights and imposed obligations, this contract is the exclusive and controlling source of reference for determining the rights and obligations of the parties.

Should any provisions 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.

ARTICLE III EMPLOYEE RIGHTS

Both the Employer and the Union recognize the employees covered by this Agreement have the right to become or remain members of the Union and to engage in or refrain from engaging in Union activities without being subject to restraint or coercion from either the Employer or the Union because of their exercise of this right.

The Employer and the Union recognize that employees covered by this Agreement may not be discriminated against because of race, color, sex, age, religious belief, or sexual preference.

ARTICLE IV EMPLOYER RIGHTS

The Employer retains the right to direct employees, to hire, to evaluate their performance, promote, transfer, assign and retain employees within the Library and to lay off employees for lack of work or other legitimate reasons, to suspend, demote, discharge or take other disciplinary action against employees for just cause or for other legitimate reasons, to

maintain efficient operations and to determine the methods, means, and personnel by which such operations are to be implemented, provided that such rights shall not be exercised in violation of other articles of this Agreement.

The Employer likewise retains the rights to promulgate rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement or are a subject that requires bargaining in accordance with Chapter ISOE of the Massachusetts General Laws.

The employer shall have the right to implement a performance evaluation system. The Department Head shall meet with the employee at the beginning of the year to review goals and expectations. At the conclusion of the meeting, the goals and expectations will be reduced to a writing and will be signed by the Department Head and the employee. The employer shall create performance evaluation forms containing space to establish said goals and expectations by which the supervisor of each position shall evaluate each employee. The evaluation will be conducted with full knowledge of the employee. The fundamental purpose of the evaluation process is to ensure professional growth and development. If the performance of an employee is at or below the level of needs improvement, a discussion shall be held between the employee's evaluator and the employee to discuss concerns and performance expectation prior to the performance evaluation being completed. The employee may include a letter to be attached to the performance evaluation in the event the employee disagrees with the rating.

ARTICLE V UNION DUES AND AGENCY SERVICE FEE

The Union dues of employees covered by this Agreement will be deducted each week by the Employer from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues, and presents it to the Treasurer of the Town of Milford in accordance with the provisions of Chapter 17A of Chapter 180 of the General Laws as amended. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the City Treasurer from time to time.

The Town Treasurer shall transmit promptly each month to the Federation Treasurer the deducted union dues, together with a list of the employees from whose wages such union dues shall have been deducted. The Town Treasurer shall require the Federation Treasurer to be bonded and such bond shall be provided to the Town Treasurer under the provisions of Section 17A and 17G of Chapter 150 of the General Laws.

ARTICLE VI GRIEVANCE PROCEDURE

A. General

The purpose of this procedure is to secure, at the lowest possible level, prompt and equitable solutions to the problems which may from time to time arise, affecting the working conditions of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Director, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

Any grievance or dispute which may arise between the parties relative to wages, hours and other conditions of employment concerning the application, meaning, or interpretation of this Agreement, shall be settled in the following manner.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended in writing by mutual agreement.

Step 1:

An employee in the Union may initiate a grievance in writing to the Director within ten (10) working days after the occurrence of the matter from which the grievance arose or his/her knowledge of its occurrence. Within ten (10) work days of receipt of such grievance, the Director shall meet with the Union Representative and/or the aggrieved at a mutually convenient time. Within ten (10) work days of the foregoing meeting, the Director shall communicate his/her decision in writing to the Union Representative and the aggrieved.

Step 2:

If the grievance is not resolved at Step 1, the employee or the Union may appeal in writing within ten (10) workdays to the Board of Trustees. The Board shall meet with the employee and/or Union within twenty-one (21) days and respond in writing to the Union within fourteen (14) days.

Step 3:

If the grievance has not been settled at Step 2, it shall be presented in writing to the Board of Selectmen within ten (10) working days after the Library Trustees'

response is due; the Board of Selectmen or their designee shall meet with the Grievant and/or the Union within twenty-one (21) days and shall respond in writing to the Union within fourteen (14) days.

Step 4:

A grievance dispute which was not resolved at Step 3, may be submitted by the Union to arbitration. The proceeding may be initiated by a written notice to the Board of Selectmen and the American Arbitration Association postmarked within twenty (20) workdays after receipt of the decision of the Board of Selectmen at Step 3.

The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the Issue submitted. The decision of the arbitrator if made in accordance with this jurisdiction and authority under this Agreement, will be accepted as final and binding by the parties to the dispute. The arbitrator's fee will be shared equally by the parties to the dispute.

C. Additional Provisions

Failure by the Board of Trustees or its Agents to answer an appeal within the time limit specified or for any other reason shall mean the appeal may be taken to the next step immediately.

A grievance not initiated within the time specified shall be deemed waived and shall not be eligible for further appeal.

An employee may review his/her own personnel record and upon his specific request such personnel record may be reviewed by the Union Representative. Nothing contained in the Agreement shall deprive any individual Employee of the right to discuss with the Director or Board of Trustees matters in his/her own interest.

**ARTICLE VII
EMPLOYEE RIGHTS AND REPRESENTATION**

- A. Employees have the right and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join, assist, and participate in the management of the Union and act for the Union, including the right to present Union views and positions to the public, to officials of the Town and to any other appropriate authority or official.
- B. The Union shall keep the Board of Trustees informed as to the names of its officers and bargaining committee members.
- C. In any disciplinary interview or meeting, an employee shall have the right to be

accompanied by and assisted by a Union representative, upon request. If no such representative is immediately available, a reasonable request for postponement shall be granted.

- D. Reprimand of the employee shall be done in a manner not to cause unnecessary embarrassment to the employee. An employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless the employee is notified. The employee shall have the right to respond in writing to the reprimand and to have the response appended to the reprimand.

ARTICLE VIII SENIORITY

The length of service of the employee in the Milford Town Library shall determine the seniority of the employee.

The principle of seniority shall be considered in cases of promotion when all else is equal. The following factors shall be used in appointing and promoting employees:

1. Work history and performance;
2. Experience in related work; and
3. Education and training related to the vacant position.

The principle of seniority shall govern and control within a classification within the bargaining unit in all cases of decrease or increase of the working force and shall be considered in cases of transfer.

ARTICLE IX WORKING CONDITIONS

A. Hours of Work and Overtime

1. The normal work hours for full-time employees shall be thirty-five (35) hours per week. Full and part-time employees shall be scheduled to work a shift with regular starting and quitting times.

There will be no overtime unless it is approved in advance by the Director or his/her designee. Employees shall be compensated at the rate of one- and one-half times his/her regular rate for any hours worked in excess of thirty-five (35). At the employee's request, and subject to the Director's or Director's designee's discretion, this pay may be taken as compensation time. Employees who are given the choice to work overtime may split their shift for the day in lieu of overtime pay or

compensatory time, provided additional coverage is not needed. In such instances the employee's name will be placed at the bottom of the overtime list.

Overtime to the extent practicable shall be equally and impartially distributed on a rotating basis among personnel in each area who ordinarily perform such related work in the normal course of their work week, and personnel who from time to time regularly perform such related work as a part of their written job description. The Director shall maintain a rotation list or lists as appropriate which lists shall include the names of the employees eligible for overtime, and the dates of acceptance or refusal of overtime by each employee thereon. A copy of the list or lists shall be provided to the Federation upon written request by the Federation chairperson or representative.

Overtime shall be voluntary, but in the event there are no volunteers, the employer shall assign overtime on a rotating basis within the department.

When the Director or her designee requests employees to temporarily split shifts to ensure adequate coverage, such requests shall be on a rotating basis.

2. Sunday hours are not part of the normal work week. In the event that the Trustees open the Library on Sundays, present unit members can volunteer to work Sunday hours but will not be required to do so. If there are not sufficient volunteers, the Town will be able to hire special Sunday employees.
3. A rest period of at least fifteen (15) minutes in each half shift shall be included in the work schedules of all full-time employees. Employees may leave the premises during rest periods. Part-time employees must be scheduled for a minimum of a four-hour shift in order to qualify for a rest period.
4. All full-time employees who for any reason work beyond their regular quitting time shall be given an unpaid meal break before they begin such work, and they shall be given the rest periods occurring during such working hours.
5. All full-time 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 two (2) hours of overtime pay (the equivalent of three (3) hours of straight pay).
6. When an employee is temporarily assigned (but not promoted) to perform work of a higher paying position for more than twenty (20) working days, he/she shall receive the scheduled wages of such higher job classification for each consecutive day worked.

B. Notice and Announcements

Management will make every effort to insure that all official circulars pertaining to employees shall be posted on the Union bulletin boards, and a copy furnished to the Union Representative.

Official circulars will mean documents received by the Library Director from the Tow, which pertain to employees, or memos from the Library Director to all employees.

C. Workers' Compensation

1. Any employee, when disabled by an accident or injury arising out of his or her employment, is entitled to file for benefits under Workers' Compensation.
2. An Injury must be immediately reported to the immediate supervisor. The report of injury shall be completed in triplicate and one copy shall be retained in the employee's personal file and one copy forwarded to the Workers' Compensation Agent for the Town of Milford.
3. In the case of absence due to an industrial accident, employees who are on Workers' Compensation may charge the difference between their compensation payments and their regular weekly salary against unused vacation. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that pending resolution of said question, the employee may draw full sick leave benefits. However, should the employee ultimately receive Workers' Compensation benefits, he/she shall immediately reimburse the Town. Upon such payment to the Town, sick leave credits equal to the amount of compensation shall be recredited to the employee's sick leave accumulation.

D. Employee Files

1. Employee files shall be maintained under the following circumstances:
 - a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files unless the employee is sent a dated copy at the same time.
 - b. The employee shall have the right to submit a response to any statement contained in her personnel file. The employee's statement shall also be included in the file.
 - c. Upon request, an employee shall be given access to her file without unreasonable delay.

- d. Upon receipt of a written request, an employee shall be furnished a reproduction of any material in her file within a reasonable period of time.

E. Volunteers

The Union recognizes the Library uses volunteers to perform various duties in the Library, including some duties performed by bargaining unit employees. The Town agrees that it will not use volunteers to directly layoff or reduce the hours of current bargaining unit employees.

F. Library Closings

Employees not required to report to work or remain at work due to extreme weather conditions or unscheduled closings or delayed openings due to emergency conditions shall not suffer monetary or personal leave (e.g., vacation) loss due to such closings.

G. Temperature Relief

When the inside temperature in any area of library reaches an extreme level, employees working in that area shall be granted reasonable accommodations for the purposes of temperature relief. Such accommodations may include but not be limited to the use of fans, portable air conditioners, or temporary relocation of the employee to a different part of the library. For the purposes of this paragraph the library may elect but shall not be required to incur additional expense for the purposes of temporary temperature relief. Use of space heaters is not permitted. If there are no such areas, employees will be allowed to leave without suffering loss of pay or leave time.

**ARTICLE X
HOLIDAYS**

A. The following shall be considered to be paid holidays:

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

The Library will close at 1:00 p.m. on the day before Thanksgiving, and on December 24th and December 31st each year. Staff personnel assigned to work on those days will be paid for a full day of work.

B. Holiday pay shall be at the applicable straight time rate for either the full or half day holiday. Holiday pay for part-time workers shall be at 1/5 their regular weekly pay for full holidays and 1/10 of their regular weekly pay for half-day holidays.

C. Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half (1 1/2) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate.

D. An employee not scheduled to work on the day a holiday falls shall have the holiday scheduled on another day in the week in which the holiday occurs.

ARTICLE XI VACATIONS

A. To be eligible for vacation leave, an employee shall have been employed on a permanent basis, for a period of not less than three (3) continuous months.

The vacation year shall be the period January 1 - December 31. An employee who has resigned, retired, or otherwise separated from service within a given vacation year shall be paid for any unused vacation leave accrued at the time of separation.

Year 1:

As reflected in the chart below, all new hires will receive ten (10) days' pro-rated vacation leave at the time of hire. The actual number of vacation days allocated will be based upon the date of hire up to a maximum of ten (10) days during the Initial vacation year. Employees in their first year of employment may begin using vacation days no sooner than three (3) months of their hire date, and only when they have been continuously employed for said period. Newly hired employees may carry up to ten (10) vacation days into the following calendar year following their first date of employment. At least five (5) of these days must be taken no later than June 30th of the new calendar year.

First Month of Enrollment	Year 1 Vacation Day Allocation	First Month Vacation Days Available
January	10	April
February	10	May
March	10	June
April	9	July
May	8	August
June	7	September
July	6	October
August	5	November

September	4	December
October	3	January
November	2	February
December	1	March

Years 2-4:

Beginning January 1st of the following calendar year, all employees shall accrue ten (10) days' vacation. These days may be used after initial completion of three (3) months continuous employment.

Vacation leave for subsequent years of continuous employment shall be accrued in accordance with the following schedule, as of January 1st:

Upon completion of five (5) years:	15 days
Upon completion of eleven (11) years:	20 days
Upon completion of seventeen (17) years:	25 days

Vacation entitlement shall not be cumulative from year to year. Said leave shall be taken within the year it is accrued, unless otherwise authorized under this Article.

An employee shall be eligible for increased vacation leave, as determined above, upon the actual date of his/her 5th, 11th, and/or 17th anniversary of continuous employment, notwithstanding when said date falls within the January - December vacation leave.

Any revisions to the allotted vacation leave for individual employees, up to four (4) weeks of vacation will be determined by the department head, HR Director, and the appointing authority (where applicable) on a case-by-case basis.

Any employee may request, in writing, a carry-over of up to ten (10) unused vacation days into the following calendar year. However, five (5) of the carry over vacation days must be taken no later than June 30th of the new calendar year. Such request must be submitted in writing thirty (30) days prior to the end of the calendar year and must be approved by the Department Head.

The revised vacation leave policy applies to those hired since January 1, 2019.

Upon termination of employment by death, the employee's estate shall receive a lump sum payment equal to the amount of vacation pay he/she would have received had the termination not occurred. Such payment shall be made to the employee's spouse or beneficiary within thirty (30) days of receipt of the death certificate.

ARTICLE XII LEAVES OF ABSENCE

A. General

Leaves of absence may be allowed for periods of up to one (1) year with the approval of the Board of Trustees for the following reasons: (1) Maternity; (2) Illness; or (3) Injury.

Extensions of leave may be granted with the approval of the Board of Trustees. This Article shall not be grievable.

B. Parental Leave

1. An employee requesting Parental leave shall indicate in her request to the employer the total length of leave desired up to a period of one (1) year.

An employee requesting Parental leave shall give three (3) weeks prior notice to the commencement of the leave, except in cases of premature

delivery, of her anticipated date of departure and date of return.

2. During the Parental period, an employee may apply her accumulated sick leave to any disability relating to her pregnancy, to her childbirth, and recovery from childbirth, upon proof of said disability with a note from the employee's physician.
3. During the Parental leave period, an employee may use any accumulated vacation or personal time.
4. An employee not otherwise covered by the above section of this Article shall be entitled to parental leave under the same terms and conditions as set forth above and provided that such leave shall commence immediately following the birth or adoption of an employee's child.
5. In the event that the reason for Parental leave or parental leave be no longer operative, then such employee, with the approval of the Employer or hiring authority, may return to work.
6. All benefits to which an employee was entitled at the time his/her leave commenced, minus any leave used, will be restored upon return, and the employee will be assigned to the same position held at the time the leave commenced, if possible, or to an equivalent position.
7. Time spent on Parental leave will not be counted for the accumulation of benefits or salary increases.

C. Family and Medical Leave

1. Applicability

The parties hereby agree and recognize that the "Family and Medical Leave Act of 1993," as codified at 29 USC 2601, et seq., (hereafter referred to as "the Act") is and will be applicable in accordance with its terms to any member of the bargaining unit who qualifies as an "eligible employee" within the meaning of the Act. The parties further recognize and agree that except as is set forth herein, the Act shall not be deemed to alter any other leave provision of this Agreement.

2. Use of Benefits

In situations where the twelve (12) work weeks of leave under the Act is to be

applied because of a birth or placement for adoption, or foster care, or to care for certain relatives of the employee because of a serious health condition within the meaning of the Act, the employee shall be required to use accrued vacation leave and personal leave as part of the twelve (12) work week leave period.

In the event the twelve (12) work week leave period is because of a serious health condition of certain family members, as set forth in the Act, or of the employee, the employee shall be required to use accrued vacation, personal and sick leave for any part of the twelve (12) work week period of leave.

3. Certification

Any request for leave under the Act because of a serious health condition of the employee or his/her eligible relative under the Act shall be supported by the certification of a health care provider in accordance with the Act. The Employer shall have the right to a second opinion in accordance with the terms of the Act and in the event of a conflict in opinions, the issue will be resolved in accordance with the Act.

The employer shall have the right to demand that eligible employees obtain subsequent recertifications on such basis as is reasonable under the circumstances.

Any employee on a twelve-work week leave under the Act shall be required to report periodically to the employer on the status and Intention of the employee to return to work.

ARTICLE XIII HEALTH INSURANCE

- A. The contribution towards premiums for the employer's health insurance (HMO) plans shall be 70% for the Town and 30% for the employee for the aforesaid HMO plans and for any HMO plans that may be made available to employees after the aforesaid date.
- B. All other health insurance plans available to employees, whether indemnity plans, PPO plans, or otherwise shall be available on the basis of a 50% contribution towards premiums from the employee and a 50% contribution toward premiums from the employer.

- C. Changes to health insurance plans shall be brought to the Insurance Advisory Committee which shall provide recommendations to the employer's Select Board in accordance with G.L. c. 32B, § 3.

ARTICLE XIV REIMBURSEMENT FOR COURSES

The Town shall reimburse an employee for a course approved in advance by the Trustees of the Library and which is directly related to the employee's duties and responsibilities. Employees will submit a request for reimbursement which includes the amount of money, the course title, and name of the institution providing the course. The Trustees and the Union Chair(s) will maintain these requests on file until the end of the fiscal year at which point the funds will be divided equally among the requests, not to exceed the total cost of the requested course. In the instance of a graded course, the employee will need to provide proof of a B or better to receive funds. For purposes of this provision, workshops or similar programs and activities shall qualify for reimbursement as courses, whether grades are recorded therein, so long as approved by the Trustees and Director as described herein. Notwithstanding the foregoing provisions, the maximum amount to be expended by the Town for such course reimbursement shall not exceed twelve thousand dollars (\$12,000) during each year of the Agreement with no employee to receive more than six thousand (\$6,000) dollars unless no other employee qualifies.

Department supervisors are eligible to receive reimbursement of up to \$1,000 per year for costs associated with professional conferences and other career development opportunities. Associated costs include registration, lodging, travel, meals, etc.

In order to be eligible an employee must be employed for a minimum of one (1) year and remain employed for one (1) year after completion of the course. If not, the employee will be obligated to repay the Town for the course reimbursement.

ARTICLE XV LAYOFF AND RECALL

In the event it is necessary due to bona fide economic reasons to reduce the workforce, and unless there are unforeseen circumstances dictating otherwise, the employer shall notify the Union at least thirty (30) days in advance of the need for reductions. The parties shall then meet in an attempt to determine ways to avoid any reductions in force. When reductions remain necessary, voluntary reductions that allow for the continued proper operation of the Library shall occur prior to forced reductions. In the event any employee(s) covered by this contract is (are) dismissed from service or laid off as a result

of a reduction within a classification within the bargaining unit, employees so laid off shall be offered the first opportunity to fill any vacant position, or any newly created position, covered by the bargaining unit after the position has been posted within the bargaining unit in accordance with this contract and no current bargaining unit member has been hired.

1. The employer's responsibility to so offer positions shall be for a period of eighteen (18) months after the employee's dismissal or layoff.
2. After the position has been posted without a hire from within the bargaining unit, the most senior and qualified employee dismissed and/or laid off shall be given the first opportunity. If that employee does not take the position, the employee's recall rights shall terminate, and the position shall be offered to other such dismissed or laid off employees in descending order of seniority.
3. If a former employee accepts such an offered position, and such position is in a bargaining unit classification different than the classification which the former employee was previously regularly assigned, there shall be a 90-day period of probationary employment. If, during said period, the applicable department head recommends that the employee's services be terminated because he/she is not qualified or capable of performing the duties of that position, in such instances the employee that is released will be placed back on the seniority list and shall have full rights to be recalled.

It is further understood that the employer and the Union agree that employees who are released under this section will not have a right to recourse under Article V of this Agreement, except that it is agreed that the calculation of seniority for determination of the order of layoff and recall is a grievable matter. The Union recognizes and agrees that it is the right of the employer to determine the number of positions and the number of layoffs within the bargaining unit.

4. Notwithstanding the above, if the same job position opens up within sixty (60) days after an individual is laid off, he/she will be given the first opportunity to return to that position.
5. Any former employee returning to employment under the procedure set forth above shall return with his/her former seniority status and shall be reinstated with all benefits (except those that have been paid) that they had prior to the reduction in force, provided, however, that any intervening time out of service shall not be counted towards calculating seniority, except that once an employee has been recalled and served for one (1) year continuously, all the time the employee was laid off shall be credited to the employee for the purpose of calculating seniority.

**ARTICLE XVI
JOB POSTING AND BIDDING**

- A. A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge, or the availability of new positions.
- B. When a position or a new position covered by this Agreement becomes vacant, such vacancy shall be posted for seven (7) calendar days in a conspicuous place, listing the pay, duties, location, shift, and necessary qualifications. Employees interested shall apply in writing within the seven (7) day posting period. Preference shall be given to qualified internal applicants over outside applicants. When qualifications are equal between internal applicants, seniority shall be the deciding factor.
- C. The successful applicant, if chosen from within the bargaining unit, shall be given a thirty (30) day trial and training period in the new position at the applicable rate of pay. If, prior to the end of the trial and training period, the Employer determines that the employee is not qualified to perform the work, he/she shall return to his/her old position and rate.
- D. All new hires shall be on probation for a period of ninety (90) days, which can be extended an additional ninety (90) days at the discretion of the employer with notice to the Union. Probation periods may only be extended once. During an employee's probationary period, the grievance and arbitration provisions of the agreement shall not apply.

**ARTICLE XVII
COMPENSATION**

A. Basic Salary Schedule

The Salaries of the members of the bargaining unit are set forth in Appendix A, which is attached to and made part of this Agreement.

B. Method and Time of Salary Payment

Salaries of employees shall be paid on a weekly basis until such time as all Town bargaining units have agreed to bi-weekly payroll. Employees shall sign up for direct deposit at such time as direct deposit is required of all Town employees.

C. Assistant Director Payment

The Assistant Director shall be placed on the appropriate step on the Assistant Director pay scale.

D. Step Movements

Step movements shall be on an annual basis.

E. Promotion

When an employee is promoted to a higher rated position, such employee shall enter the higher scale at whatever level exceeds but most nearly equals the employee's wage in the lower rated position at the time of promotion. Nothing herein shall be construed to prohibit the employer from placing the promoted employee in the top step.

F. Longevity Payment

All employees shall be granted an annual longevity payment based on the following formula:

<u>Full-time</u>	<u>Part-time</u>
After 10 years - \$425	After 10 years - \$212.50
After 15 years - \$525	After 15 years - \$262.50
After 20 years - \$725	After 20 years - \$362.50
After 25 years - \$925	After 25 years - \$462.50

Such payment shall be made in a lump sum payment the first pay period in December. Pages, and time in service as a page, are excluded from the provisions of this section.

G. Uniform Allowance

Custodians shall receive a yearly uniform allowance of four hundred dollars (\$400) provided that (1) specs and style of the Uniform is approved by the Library Director; and (2) Uniforms must be worn at all times.

H. Mileage Reimbursement

An employee who is required in the course of his/her duties to use a personal vehicle will be reimbursed at the current IRS Mileage rate per mile. Travel to and from the Library shall be excluded from reimbursement. For the purpose of calculating mileage, if the employee does not travel to or from the Library, reimbursement shall be measured from the employee's residence of record on file with the Library.

I. Travel Reimbursement

Employees required to travel in the course of their duties shall be reimbursed for all tolls and parking. Employees must fill out the reimbursement form and must attach a receipt. The reimbursement form must be submitted within 60 days of the date the expenses were incurred, and/or in the same fiscal year the travel occurred.

ARTICLE XVIII PAID LEAVE

A. Sick Leave

1. Each employee shall be credited with sick leave with pay at the rate of one and one-quarter (1 1/4) days for each month of service, sick leave to be credited on the last calendar day of the month in which the employee is employed. Sick leave shall be accumulated to a maximum of 135 days. Any accumulation which present employees have at the effective date of this Agreement shall remain, up to 135 days.
2. A Physician's certificate of proof of illness or injury shall be submitted by the employees after four (4) consecutive days of absence, to the department heads, before payment is granted under the provisions of this section. The physician's certificate shall indicate that the employee is unable to report to duty due to illness or injury, the anticipated length of treatment, and any anticipated disability requiring accommodation resulting therefrom. In circumstances where an absence resulting from illness or injury is certified by a physician to be prolonged (e.g., more than 4 days), the certificate submitted or obtained shall indicate whether or not the employee may perform their duties with accommodations and any physical limitations in connection therewith. The employer shall have the right to appoint a physician of its choice to examine said employee whenever the employer deems it necessary; and the employer shall pay for the same. Each employee shall use due diligence in order to obtain the required physician letter.

Within the meaning of this article, sick leave shall be an absence from duty for illness or injury not sustained in the line of duty for which the employee is entitled to compensation as an employee of the Town of Milford under the provisions of the General Laws of Massachusetts.

3. Part-time employees are entitled to the pro-rata number of paid sick days as full-time employees (a sick day for part-time employees being the number of hours normally worked that day).
4. Sick Leave may be used in full days or half days.
5. Up to five (5) sick days per year may be used to care for an ill member of the employee's family.
6. Sick Leave Bank.

Section A. The Association shall maintain a common Sick Leave Bank for use by the personnel represented by the Union who have exhausted all of this accumulated sick leave, and who otherwise meet the requirements set out herein.

In order to qualify for participation in the Sick Leave Bank, an employee shall contribute three (3) days of their annual allotment of sick leave to the Sick Leave Bank year by July 1 of each year. Such contributions shall be made in writing. Any such contribution made shall not be credited to such employee's personal accumulation.

The Town agrees to begin the Sick Leave Bank by contribution of twenty-five (25) days on the execution of the 2010-2012 Bargaining Agreement.

Section B. Employees may receive the benefit of the Sick Leave Bank subject to the following:

- (1) A minimum of five (5) days of sick leave have been accumulated and exhausted by the individual and because of unusual circumstances, the Committee votes, in their discretion, to waive the requirement.
- (2) Application for benefits shall be in writing to the Library Director, accompanied by a doctor's certificate as to physical inability of an Employee to resume her/his duties or other available light duties. The Employer reserves the right to invoke a medical panel to substantiate the certification of the Employee's physician.

- (3) Once an Employee has drawn any number of days from the Bank, she/he shall be required to re-accumulate the required five (5) days and to meet the requirements of Paragraphs 1 and 2 above before he may use the Bank again.
- (4) The Bank may only be used for what the Committee (infra) determines to be a legitimate long-term illness or disability not otherwise provided for by this Agreement or by law.

Section C. A three-member Committee comprised of the Library Director, one member of the Board of Library Trustees and one member of the bargaining unit shall administer the Sick Leave Bank in making determinations for entitlement to draw from the Bank. The maintenance of records, of the days deposited and withdrawn shall be maintained by the Library Director and made accessible to members of the Committee.

Decisions of the Committee must be unanimous. Denial of use may be appealed through the grievance procedure but not to arbitration.

Section D. The Sick Leave Bank shall be maintained at a minimum level of fifty days. If, at any time, the balance of days maintained in the Sick Leave Bank shall fall below that minimum level, each Employee shall immediately donate two (2) days.

Section E. Utilization of the sick leave bank will require that the employee present a doctor's certificate as to his/her physical inability to perform his/her regularly assigned work duties, that the employee be absent from work due to such physical inability for a minimum of five (5) days and that such utilization of the benefits conferred by the sick leave committee shall be for a maximum period of fifteen (15) work days. Nothing set forth in the agreement shall be construed to prevent an employee from making successive applications for benefits from the sick leave bank upon the expiration of such fifteen (15) day period, but each such successive application shall be accompanied by an updated doctor's certificate and shall be for a period of not less than five (5) no more than (15) additional days.

B. Jury Duty

A jury duty leave of absence shall be granted to any employee who is called upon to serve on a jury. If the jury pay, exclusive of travel allowance, is less than the regular rate of compensation received by the employee of the Town, the difference between said pay and regular rate of compensation shall be paid by the Town, provided, however, that to qualify for any payment by the Town hereunder, the employee aforesaid must furnish his/her department head with complete and satisfactory evidence of the jury pay.

C. Personal Leave

Employees shall be granted time off for which he/she will be paid his/her normal rate to conduct personal business. Such personal leave shall not exceed two (2) days in any one (1) fiscal year.

Requests for personal leave days are to be made two (2) days in advance to the Director and must be approved by the Director.

Personal leave days are not to be accumulated for future use.

D. Bereavement Leave

1. In the event of death In the Immediate family of an employee, he/she will be granted leave with pay not to exceed four (4) workdays, and such leave shall not be charged to sick leave or vacation leave. For the purposes of this section, immediate family shall mean mother, father, brother, sister, mother-in-law, father-in-law, son, daughter, step son, step daughter, wife, husband, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, or person in the household.
2. Leave with pay for one (1) day will be granted in the event of death of an employee's sister-in-law, brother-in-law, aunt, uncle, niece, or nephew.

E. Earned Leave

Commencing on July 1, 2010, employees who use three (3) days or less of sick leave for any given fiscal year shall be granted one (1) day's earned leave to be used within the next fiscal year.

If the average sick leave for bargaining unit employees as a whole is four (4) days per fiscal year or less, each employee who has used six (6) days of sick leave or less within the fiscal year shall be granted one (1) day's earned leave to be used within the next fiscal year.

Earned leave based upon average bargaining unit leave shall be in addition to the earned leave specified under the first paragraph, above.

For purposes of this section, one day's leave shall constitute an employee's regular workday, whether full or part time.

Earned leave shall not be cumulative and shall be used in the fiscal year following the year

in which it was earned.

ARTICLE XIX UNION RIGHTS AND RESPONSIBILITIES

A. Union Representation

The Director shall recognize the Union Representative as the official representative of the employees in the bargaining unit.

B. Information

Names and addresses of newly employed bargaining unit employees shall be provided to the Union following their selection.

C. Unit Activity

1. Library Meetings – The authorized representative of the Union shall have the right to schedule meetings of reasonable duration in the library before or after regular work hours and during lunchtime of the employees as long as there is no cost to the Town and as long as the use of library facilities will be arranged with the Director or his/her designee.

2. Distribution of Materials – The Union shall have the right to place Union-related materials in the mailboxes of employees.

D. Union Responsibilities

1. A written list of Union Stewards and all other representatives shall be furnished to the Employer on July 1 of each year, and the Union shall notify the Employer of any changes.

2. Access to Premises – The Employer agrees to permit representatives of the Union to enter the premises at any reasonable time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees.

E. Union Business

The Chapter Chairperson or Assistant Chapter Chairperson shall be granted time off without loss of pay or benefits to investigate and settle grievances, to attend grievance

hearings, arbitration hearings, labor relations and court hearings.

**ARTICLE XX
STRIKES PROHIBITED**

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown or withholding of services.

**ARTICLE XXI
HANDLING NEW ISSUES**

Matter of collective bargaining import, not covered by this agreement may, during the life of the agreement, be handled in the following manner:

By the Town:

With respect to matters not covered by the agreement, which are proper subjects for collective bargaining, the Town agrees it will make no changes without prior consultation and negotiation with the Union.

By the Union:

In any matter not covered in this agreement, which is a proper subject for collective bargaining, the Union may raise issue with the Town for consultation and negotiation.

Being a mutual agreement, this instrument may be amended at any time by mutual consent.

**ARTICLE XXII
DURATION**

This Agreement will be in effect from July 1, 2022 through June 30, 2025.

**ARTICLE XXIII
MISCELLANEOUS PROVISIONS**

The Association recognizes that the Town is studying the Implementation of bi-weekly payroll for all general government employees, which implementation could take place within the period of the proposed Agreement. So long as the implementation of such a policy takes place and affects all such general government employees simultaneously, the Union

acknowledges the Town's right to do so and accepts the change in policy as part of the proposed Agreement.

**ARTICLE XXIV
HEALTH AND SAFETY**

A. A Health and Safety Committee comprised of two (2) individuals representing the Association and two (2) individuals respecting the Town/Library will be established to discuss health and safety issues in the workplace. The Committee shall meet as necessary and shall make recommendations to the respective parties to this agreement.

B. Perceived unsafe conditions shall be reported to the Committee. No employee shall work under conditions the Committee deems to be unsafe or unhealthy, nor shall they work during declared states of emergency. In such instances, employees shall suffer no loss of pay or leave time.

APPENDIX A – SALARY SCHEDULE

Effective July 2, 2022: 3% increase to all steps as reflected below, except those of Page and Jr. Custodian which were modified to reflect market adjustments, also as reflected below.

New Rates 7/01/22: (3% Raise) FY23	(adj. page & Custodian)	Jr.				
Job Title	Step 1	Step 2	Step3	Step 4	Step 5	
Page	15.00	15.38	15.76	16.15	16.56	
Library Clerk	22.39	23.14	24.01	24.86	25.62	
Associate Librarian	23.54	24.37	25.24	26.08	26.88	
Assistant Librarian	27.50	28.41	29.47	30.57	31.50	
Circulation Supervisor	29.15	30.13	31.22	32.29	33.27	
Librarian	29.15	30.13	31.22	32.29	33.27	

Supervisor	64,275.81	66,208.10	68,825.57	71,350.14	73,490.64
Sr. Custodian	27.50	28.41	29.47	30.57	31.50
Jr. Custodian	22.85	23.66	24.50	25.32	26.10
Assistant Director	76,367.71	79,044.51	81,811.05	84,675.32	87,215.58

Effective July 1, 2023: 3% increase to all steps on the salary schedule.

New Rates 7/01/23: (3% Raise) -					
FY24					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Page	15.45	15.84	16.23	16.63	17.06
Library Clerk	23.06	23.83	24.73	25.61	26.39
Associate Librarian	24.25	25.10	26.00	26.86	27.69
Assistant Librarian	28.33	29.26	30.35	31.49	32.45
Circulation Supervisor	30.02	31.03	32.16	33.26	34.27
Librarian	30.02	31.03	32.16	33.26	34.27
Supervisor	66,204.08	68,194.34	70,890.34	73,490.64	75,695.36
Sr. Custodian	28.33	29.26	30.35	31.49	32.45
Jr. Custodian	23.54	24.37	25.24	26.08	26.88
Assistant Director	78,658.74	81,415.85	84,265.38	87,215.58	89,832.05

Effective July 1, 2024: 3% increase to all steps on the salary schedule.

New Rates 7/01/24: (3% Raise) -					
FY25					
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Page	15.91	16.32	16.72	17.13	17.57
Library Clerk	23.75	24.54	25.47	26.38	27.18
Associate Librarian	24.98	25.85	26.78	27.67	
Assistant Librarian	29.18	30.14	31.26	32.43	28.52 33.42
Circulation Supervisor	30.92	31.96	33.12	34.26	35.30
Librarian	30.92	31.96	33.12	34.26	35.30
Supervisor	68,190.20	70,240.17	73,017.05	75,695.36	77,966.22
Sr. Custodian	29.18	30.14	31.26	32.43	
Jr. Custodian	24.25	25.10	26.00	26.86	33.42 27.69
Assistant Director	81,018.50	83,858.33	86,793.34	89,832.05	92,527.01

