

July 1, 2022 - June 30, 2025

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

AND

TOWN OF MILTON

BETWEEN

A G R E E M E N T

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**ARTICLE I**  
**RECOGNITION**

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

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

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

**ARTICLE II**  
**NON-DISCRIMINATION**

2.1 Neither the Town nor the Union shall discriminate against

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

**ARTICLE III**  
**UNION SECURITY**

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

Authorization for Dues Deductions to have them executed by employees.

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

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

(FORM)

AUTHORIZATION FOR PAYROLL DEDUCTION:

BY: \_\_\_\_\_ (employee)

TO: \_\_\_\_\_ Town of Milton, Treasurer

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

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

\_\_\_\_\_  
(Employee's Signature)

(Employee's Address)

**ARTICLE IV**  
**GRIEVANCE PROCEDURE AND DISCIPLINE**

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

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

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

4.2 The Arbitrator shall be without power to add to, subtract from, alter or amend this Agreement and his/her decision shall be final and binding on the parties. The expenses of the Arbitrator shall be borne equally by the parties.

4.3 The parties may, by mutual written agreement, waive any step or steps of the grievance procedure, or extend any time limit.

4.4 Any grievance, appeal or request for arbitration not filed within the time limits shall be deemed to have been waived.

4.5 No non-probationary employee will be demoted, suspended or discharged except for just cause, and such matters may be grieved pursuant to the provisions of this Article.

4.6 An employee may be represented at any stage of this procedure or during any formal disciplinary proceedings by a Union representative.

4.7 Union Management Committee - There is hereby established a Union Management Committee which shall consist of two



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

**ARTICLE V**  
**HOURS OF WORK**

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

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

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

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

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

**ARTICLE VI**  
**OVERTIME And Compensatory Time**

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

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

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

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

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

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

**ARTICLE VII**  
**MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE VIII**

### **LONGEVITY**

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

**ARTICLE IX**  
**UNION REPRESENTATIVE**

- 9.1 The Union will furnish the Town with a list of Association officers within thirty (30) days of signing this Agreement.
- 9.2 The Library Director will grant permission for representatives of the Association to enter the premises of the Library for the conduct of Union business, provided it shall not disrupt the normal flow of business.
- 9.3 The Library Director shall grant Association officers

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

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

**ARTICLE X**  
**VACATIONS**

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

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

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

the chart above.

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

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

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

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

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

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



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

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

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

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

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

not count as part of the vacation allowance.

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

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

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

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