

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Weymouth (Town) and the Weymouth Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO (Union).

Whereas the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2019 through June 30, 2022; and

Whereas the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement.

Now, therefore, in consideration of mutual covenants, the parties agree as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2019 through June 30, 2022 shall continue in full force and effect for the period July 1, 2022 through June 30, 2026, except as amended herein:

1. The Memorandum of Agreement (attached) previously voted on April 27, 2023.

2. APPENDIX A - WAGES

Effective July 1, 2025, amend Appendix A, Wages, Section A, as follows:

- a. Effective July 1, 2025 (FY26) - 3.00% Increase
- b. Custodian 40-hour wage schedule:
For Custodian Grade 7 and Custodian Department Head Grade 12, a separate wage table shall be created so those annual custodial salaries, currently equal to the corresponding 35-hour library annual salaries, are adjusted to reflect a 40-hour work week.

All active custodial bargaining unit members will be placed on the new wage schedule effective July 1, 2025.

c. The FY26 wage tables are attached to the Memorandum of Agreement.

Whereas, the parties have caused this Memorandum of Agreement to be signed this 17 day of August, 2023.





Weymouth Library Staff Association,
Local 4928, MLSA, AFT
Massachusetts, AFL-CIO

Town of Weymouth

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Whereas, the Town and the Union are parties to a collective bargaining agreement for the period July 1, 2022 through June 30, 2025; and

Whereas, the Town and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement.

Now, therefore, in consideration of mutual covenants, the parties agree as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period July 1, 2019 through June 30, 2022 shall continue in full force and effect for the period July 1, 2022 through June 30, 2025, except as amended herein:

1. ARTICLE 3 UNION DUES AND AGENCY FEES

a) Delete the words “AND AGENCY FEES” from the heading as follows:
“UNION DUES” AND AGENCY FEES

b) Delete 3.2 in its entirety as follows:

~~“ 3.2 In accordance with the provisions of General Laws, Chapter 150E, Chapter 180, Section 17G, the Employer agrees to deduct any agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for deduction of Union dues as provided in Paragraph 3.1.”~~

c) Renumber 3.3 as new 3.2 and eliminate the phrase “and agency fees” from the first sentence as follows:

3.2. The Town Treasurer shall transmit promptly each week to the Union Treasurer the deducted Union dues ~~and agency fees~~, together with a list of the employees from whose wages such Union dues ~~and agency fees~~ shall have been deducted. And the Town Treasurer shall require of the Union Treasurer such bond and in such form as shall satisfy the Town Treasurer in accordance with the provisions of Section 17a and 17G of Chapter 150 of the General Laws. The Town shall not be responsible, and the Union agrees to hold harmless for any actions that it takes against any employee as a result of the adoption of Chapter 150E, Section 12.

2. ARTICLE 5 NON-DISCRIMINATION

- a) **5.1 - Eliminate first sentence and replace with the following sentence “There shall be no discrimination by either party to this Agreement as set forth in MGL Chapter 151B, Section 4 as amended “and political affiliation”. (attached as appendix to contract) as follows:**

~~5.1 There shall be no discrimination by either party to this Agreement against any employee because of race, creed, color, sex, age, religion, or against qualified handicapped people, or because of activity or membership in the collective bargaining unit~~ **There shall be no discrimination by either party to this Agreement as set forth in MGL Chapter 151B, Section 4 as amended “and political affiliation”. (attached as appendix to contract).**

- b) **Appendix B – Add Pregnant Worker’s Fairness Act Policy (attachment 1)**

3. ARTICLE 8 – OVERTIME

- a) Amend 8.4 by adding the words **“when the library is closed”** to the first sentence and delete the words **“both regular”** after the words **“shall receive”** and add the words **“at double time for the hours worked.”** after compensation. Delete the words **“for the day and, at the employee's choice, either additional time off at the rate of time and one-half or compensation at time and one-half.”** as follows:

Any employee obliged to work on any emergency closing day (storm, power failure, etc.) **when the library is closed** shall receive ~~both regular~~ **compensation at double time for the hours worked.** ~~for the day and, at the employee's choice, either additional time off at the rate of time and one-half or compensation at time and one-half.~~

4. ARTICLE 9 – LONGEVITY

- a) Delete the first two paragraphs of 9.1 as follows:

~~9.1 Effective July 1, 2019, an employee shall be entitled to and shall receive, in addition to compensation to which he might be entitled in accordance with this schedule, an annual amount of \$150 after having completed five (5) years of full time continuous employment, \$450 after having completed ten (10) years of full time continuous employment, \$575 after having completed fifteen (15) years of full time continuous employment, and \$825 after having completed twenty (20) years of full time continuous employment. The maximum annual amount to which the employee is entitled under this provision is \$825. Payment shall be considered compensation for retirement purposes.~~

~~Effective July 1, 2020 an employee shall be entitled to and shall receive, in addition to compensation to which he might be entitled in accordance with this schedule, an annual amount of \$150 after having completed five (5) years of full-time continuous employment, \$500 after having completed ten (10) years of full-time continuous employment, \$625 after having completed fifteen (15) years of full-time continuous employment, and \$875 after having completed twenty (20) years of full-time continuous employment. The maximum annual amount to which the employee is entitled under this provision is \$875. Payment shall be considered compensation for retirement purposes.~~

b) Amend third paragraph of 9.1 by deleting the words from the first sentence: “Effective July 1, 2021”, deleting the word “he” and replacing it with the words “the employee” and deleting the words “\$150 after having completed five (5) years of full-time continuous employment” and adding the words “and an additional \$50.00 for each year of service thereafter” after the words \$550..... full-time continuous employment” and delete the remainder of the sentence as follows:

~~Effective July 1, 2021 an~~ An employee shall be entitled to and shall receive, in addition to compensation to which the employee might be entitled in accordance with this schedule, an annual amount of ~~\$150 after having completed five (5) years of full-time continuous employment,~~ \$550 after having completed ten (10) years of full-time continuous employment and an additional \$50.00 for each year of service thereafter. ~~\$675 after having completed fifteen (15) years of full-time continuous employment, and \$925 after having completed twenty (20) years of full-time continuous employment. The maximum annual amount to which the employee is entitled under this provision is \$925. Payment shall be considered compensation for retirement purposes.~~

c) Members of the bargaining unit at the time of execution of the FY2023-FY2025 MOA will receive the \$150 annual amount for 5 through 9 years of service, prorated for part-time employees.

5. ARTICLE 12 PAID HOLIDAYS

a) 12.1 Amend the holiday chart to add the “Juneteenth” holiday as follows:

New Year's Day	Independence Day
Martin Luther King, Jr. Da	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
<u>Juneteenth</u>	Christmas Day

6. ARTICLE 14 - SICK LEAVE

- a) Amend 14.1 by deleting the last sentence “The amount of accumulated sick leave shall be posted semi-annually” as follows:

14.1 Full-time employees earn and accrue one and one-quarter (1-1/4) days of sick leave for each calendar month. Unused sick leave will accumulate without limit. ~~The amount of accumulated sick leave shall be posted semi-annually.~~

7. ARTICLE 15 - MATERNITY/PATERNITY LEAVE

- a) Amend Article 15 Title to remove “~~Maternity/Paternity Leave~~” and replace with the words “Massachusetts Parental Leave Act/ Family Medical Leave Act”

- b) Amend 15.1 by removing the first sentence and replacing with: “The Employer agrees to abide by all statutory provisions regarding the Massachusetts Parental Leave Act and Family Medical Leave Act.” as follows:

15.1 ~~Maternity Leave as stated in the Massachusetts General Laws, Chapter 149, Section 105D, shall apply to all employees. The Employer agrees to abide by all statutory provisions regarding the Massachusetts Parental Leave Act and Family Medical Leave Act.~~

- c) Appendix B - Add Massachusetts Parental Leave Act Policy, Family Medical Leave Policy (attachment 2)

8. ARTICLE 17 BEREAVEMENT LEAVE

- a) Amend 17.1.a – Amend the first sentence by adding the words “step-parent” after the words “step-child or parent” to the first sentence and amend the second sentence by adding the words “son/daughter-in-law” after the words “parent-in-law” as follows:

17.1.a. Leave with pay, not to exceed five (5) days, shall be granted to all employees covered by this Agreement in the event of death of the following: the employee's spouse, child, step-child or parent, step-parent, or former spouse with whom the employee shares custody of a child or children. Three (3) days shall be granted in the event of death of: brother, sister, grandchildren, grandparent, parent-in-law, son/daughter-in-law, aunt, uncle, or any person living in the employee's immediate household.

9. ARTICLE 22 – GROUP INSURANCE

- a) **Delete plan names from first sentence and replace the words “namely the basic life insurance plan offered by the Town through the contracted vendor and group health insurance available through the Group Insurance Commission (GIC) pursuant to the Memorandum of Agreement that was entered into by the Town and the Public Employee Committee on November 24, 2008”. Delete portion of last sentence referencing cafeteria plan.**

22.1 The Town agrees to maintain the health and welfare plans in effect ~~namely, the existing group life insurance plan: Pilgrim Advantage PPO, Pilgrim HMO, and Pilgrim Senior Plan.~~ namely the basic life insurance plan offered by the Town through the contracted vendor and group health insurance available through the Group Insurance Commission (GIC) pursuant to the Memorandum of Agreement that was entered into by the Town and the Public Employee Committee on November 24, 2008. The Town may provide medical insurance through another carrier or carriers) only if all aspects of the coverage are at least equal to or more comprehensive than the foregoing medical insurance plans. The employees' share of their medical insurance premiums will be deducted from their salaries on a pre-tax basis. ~~pursuant to the so-called "Cafeteria Plan" that has been established by the Town.~~

10. ARTICLE 25 MISCELLANEOUS

a) **25.2**

- 1) **Amend 25.2 by inserting the words “at the prevailing town rate” after the word reimbursed, and “while” before performing and “outside of Weymouth” after functions and eliminate the words “at the prevailing town rate” as follows:**

Employees shall be reimbursed at the prevailing town rate for driving expenses incurred while performing library functions outside of Weymouth ~~at the prevailing town rate.~~

- 2) **Attach Brynie Arbitration Award, AAA No. 01-19-0001-1972 dated April 11, 2022 as Appendix C for FY23-25 collective bargaining agreement only.**

- b) **Delete all sentences within existing 25.3 with the exception of the sentence “Employee’s personnel file shall be available to the employee.” Amend 25.3 to insert new language as follows:**

25.3 As noted in article 6.1 of this contract, management has the right to discipline employees. All disciplinary action shall be for just cause and shall be consistent with the infraction for which discipline is being applied. Except in cases of severe

misconduct, the aim of discipline shall be to bring a concern to the employee's attention and to encourage and assist them in improving their performance.

Discipline may include, from least to most severe, verbal warning, written warning, unpaid suspension from work, or dismissal. Progressive disciplinary procedures shall be followed unless the infraction is of a nature to warrant more severe action, up to and including immediate dismissal.

Wherever possible and appropriate, coaching, additional training, and other assistance and feedback to help an employee correct a behavioral or performance issue will be provided before discipline is applied as well as during the disciplinary process. Performance improvement plans may be created for an employee during the disciplinary process.

Employees shall have the right to have a Union Steward or representative present in any disciplinary action. Reprimand of an employee shall be done in a manner so as not to embarrass the employee.

Verbal warnings, written warnings, notices of suspension, and notices of dismissal shall be read and acknowledged by signature of the employee and shall become part of the employee's personnel file. Copies of any such documents will be provided to the employee and the union.

All disciplinary actions may be appealed through the established grievance procedure.

This article does not change the rights of the Director to summarily terminate the employment of an employee still in their probationary period, as described in Article 2.

~~Discipline. Employees shall have the right to have a Union Steward or representative present in any disciplinary action, including warning or reprimand. Reprimand of an employee shall be done in a manner so as not to embarrass the employee. An employee's personnel file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee. Employees covered by this Agreement shall not be disciplined except for just cause.~~

c) Eliminate 25.4 in its entirety.

~~25.4 The Town will reimburse for the cost of membership and conferences for employees, upon the approval of the Director, up to a total of \$2,500.00 per year provided funding is available. Employees interested in memberships or conferences must notify the Director by January 1, 2005 in the first year of this Agreement and by July 1st thereafter.~~

Move text of 25.4 to new article: Professional Development & Training, renumber as Paragraph 2 and amend by adding the word "professional" before membership and adding the word "interested" before employees and by increasing the amount to "five thousand (\$5,000) dollars" per year and

adding the words “if staffing levels permit” before the words “and funding is available”. Delete the last sentence ~~“Employees interested in memberships or conferences must notify the Director by January 1, 2005 in the first year of this Agreement and by July 1st thereafter”~~ and replace with new sentence “Employees attending a conference shall receive their regular compensation for up to seven (7) hours of each day at the conference and the Town shall reimburse the employees for the cost of registration, mileage, and specified meals”.

11. ARTICLE 26 - TUITION REIMBURSEMENT

- a) Eliminate Article 26 in its entirety.

~~26.1 The Town will make available a total of four thousand (\$4000) dollars each year of this Agreement for course reimbursements, at a maximum of up to six hundred (\$600) dollars per employee, under the following conditions: the courses must be in the area of Library Science, or other job related courses, the Director must give prior approval of the course, and the employee must receive a grade of "B" or better to receive the reimbursement.~~

- b) Move text of Article 26 to new article: Professional Development & Training, renumber as Paragraph 1 and change “four thousand (\$4000)” to five thousand (\$5,000) and “six hundred (\$600)” to one thousand (\$1,000) and add the words “per employee per fiscal year”.

12. ARTICLE 29 - MLA, SEMI-ANNUAL CONFERENCE

- a) Eliminate Article 29.1 in its entirety.

~~29.1 The Director shall send two (2) employees, for one (1) day each, to the Massachusetts Librarians Conference (MLA) Semi-annual conference. The employees shall receive their regular compensation for attending said day of conference and the Town shall reimburse the employees for registration fees, lunch fees and mileage at the Town's reimbursement rate. Should other employees wish to attend the MLA Semi-annual conference, and staffing permits as determined by the Director, they may do so at their own cost; however, they shall receive their regular compensation for the day.~~

13. ARTICLE 30 – WORKSHOPS

- a) Eliminate 30.1 in its entirety.

~~Employees directed by the Director or Trustees to attend conferences, workshops, seminars or other programs that are beneficial to the operations of the library shall do so during their regular work day and shall be reimbursed for the cost of registration, mileage and specified meals.~~

- b) **Move text of 30.1 to new article: Professional Development & Training, renumber as Paragraph 3 and amend as follows: Employees “instructed” directed by the Director or Trustees to attend “out-of-town” conferences, workshops, seminars, or other programs that are beneficial to the operations of the “library operations and/or the employee” shall do so during their regular work day and “shall be reimbursed for the cost of registration, mileage, and specified meals”.**

14. CREATE NEW ARTICLE 26 - PROFESSIONAL DEVELOPMENT & TRAINING

1. The Town will make available a total of five thousand (\$5000) dollars each year of this Agreement for course reimbursements, at a maximum of up to one thousand (\$1000) dollars per employee per fiscal year, under the following conditions: the course must be in the area of Library Science, or other job related courses; the Director must give prior approval of the course; and the employee must receive a grade of "B" or better to receive the reimbursement.

2. The Town will reimburse for the cost of professional memberships and conferences for interested employees, upon the approval of the Director, up to a total of five thousand dollars (\$5000) per year if staffing levels permit and funding is available. Employees attending a conference shall receive their regular compensation for up to seven (7) hours of each day at the conference and the Town shall reimburse the employees for the cost of registration, mileage, and specified meals.

3. Employees instructed by the Director to attend out-of-town workshops, seminars, or other programs that are beneficial to library operations and/or the employee shall be reimbursed for the cost of registration, mileage, and specified meals.

15. ARTICLE 37 DURATION OF THIS AGREEMENT

- a) **37.1 - Amend the first sentence to change dates from “July 1, 2019” and “June 30, 2022” to “July 1, 2022” and “June 30, 2025” as follows:**

Except as otherwise specifically provided, the Agreement shall be effective as of July 1, 2019, July 1, 2022 and shall continue in full force and effect until June 30, 2022, June 30, 2025 and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of the desire to modify or terminate this Agreement.

16. APPENDIX A –

- a) FY23 - New Salary Table (drop Step 1 and add new top step at 3%, drop Grade 6 and move Grade 6 employees to Grade 7) and place Bernan at Grade 7 step 5

FY24 – New Salary Table (drop Step 1 and add new top step at 3%), hold steps (i.e. employees stay at same Grade and Step as FY23)

FY 25 – Two Percent (2%)

See attachment 1 – Wage Table (Excel Spreadsheet)

- b) Amend Appendix A by adding the following bullet to the end of the appendix:

“Effective July 1, 2023, the salary schedule in effect June 30, 2022, which may be adjusted as a result of any wage increase shall be reflected on the first physical warrant of the fiscal year as established by the Department of Municipal Finance”.

Whereas, the parties have caused this Memorandum of Agreement to be signed this ____ day of March, 2023.

Weymouth Library Staff Association,
Local 4928, MLSA, AFT
Massachusetts, AFL-CIO

Town of Weymouth